

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1150

DATE ISSUED: September 11, 2015

The State of Ohio, through the Department of Administrative Services, Enterprise Information Technology Contracting, for the Ohio Department of Natural Resources is requesting proposals for:

Ohio Wildlife Licensing System (OWLS)

INQUIRY PERIOD BEGINS: September 11, 2015

INQUIRY PERIOD ENDS: September 24, 2015

OPENING DATE: October 9, 2015

OPENING TIME: 1:00 p.m.

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

This RFP consists of 5 parts and 11 attachments, totaling 140 consecutively numbered pages.

Supplements may also be attached to this RFP. Verify that you have a complete copy.

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

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1. Executive Summary

1.1. Purpose.

This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Natural Resources (ODNR) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for a Point of Sale Customer Relationship Management System (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to four additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Natural Resources.

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

1.2. Background.

The Ohio Department of Natural Resources (ODNR) manages the natural resources of the State of Ohio to benefit the citizens of the state. The Director of the Department of Natural Resources holds a cabinet level position within the governor’s administration.

The ODNR, Division of Wildlife (DOW) is one of many divisions and offices within the ODNR. The DOW manages Ohio’s fish and wildlife resources under the authority of the Ohio Revised Code (ORC). The DOW holds title, in trust for the benefit of all Ohioans, to all wild animals which are not legally confined or held in private ownership. The Ohio Revised Code directs the DOW to plan, develop, and institute programs and policies that are designed for the general care, protection, and supervision of the wildlife resources in the state. The DOW is also empowered to develop and enforce regulations for the protection, preservation, propagation, management, and wise use of wild animals and specific plants.

The DOW has managed Ohio’s fish and wildlife since 1873. The DOW has a staff of approximately 450 employees with representation in each of Ohio’s 88 counties. The staff is comprised largely of fisheries and wildlife biologists, law enforcement officers, and various communications, education, information management, clerical and administrative management professionals. The DOW also relies on many volunteers who assist in various projects, most notably hunter, trapper, and aquatic education.

The DOW administers numerous programs including several that manage fish and wildlife populations, their habitats, and use by various constituencies. These programs are funded primarily through the sale of hunting and fishing licenses, hereafter referred to as sport licenses. The DOW distributes 2.03 million

sport licenses per year to 1.15 million customers. Licenses are sold through 1,079 License Agents who use the current Wild Ohio Customer Relationship Management System (WOCRMS). Most of these agents are medium to small sized retail stores, the majority of which are located within the state. Annual sales by location vary from a few licenses to several thousand. Licensing agents provide the traditional method of delivering sport licenses. The DOW currently supports License Agents through its vendor's help desk and the DOW Call Center (1-800-Wildlife).

The DOW offers approximately 67 different types of sport licenses for hunting and fishing activities based on residency and age. Of these, the DOW offers 8 reduced priced and 17 free licenses to senior citizens and other exempt persons. **Supplement E-1: 2014 Licenses and Permits** include a complete list of sport licenses that may be issued by the Department. Through the DOW call center customers get to request up to 5 publications per call from a list of over 400 DOW documents, see **Supplement E-2: 2014 Publications**.

In 2009, the DOW contracted for a centralized customer relationship management system (CRM) to replace the existing store and forward electronic Point of Sale system. This CRM system is mission critical to DOW operations and accounts for 67% of the DOW's revenue. The benefits of the current system and its core functionality have been reliable and consistent. However, DOW desires to add additional functionality that takes advantage of emerging technologies as well as add or upgrade components that make the system more customer friendly and flexible for DOW administration.

In 2014, the DOW formed work groups to establish a direction for designing the next generation of an automated licensing system. These work groups established the requirement to keep core functionality of the existing system. The system will provide customers multiple web-based purchase paths (at agents, on the Internet or mobile devices, via interactive voice response (IVR), or through call centers) to acquire and manage their sport licenses and permits. The DOW's next system must include not only the benefits of advanced web technologies but also a commitment to customer relationship management. The DOW wishes to implement a system that will provide its employees, license agents, and stakeholders with the information management tools needed to better know its constituents, understand their needs, and extensively build relationships between the DOW, its customer base, and license distribution partners.

Sport License Sales System

Sales Network: The DOW is responsible for the distribution, sale, and revenue collection of sport licenses in Ohio. The DOW currently provides licensing services over the internet and through an agent network of store locations in Ohio. The DOW's current CRM services are provided by The Active Network for sales transactions at agent locations, the internet, IVR, and call center support. The current CRM is a centralized web based system with a real-time central relational database system and a delayed replicated database. License Agents are required to remit payment via electronic funds transfer every 7 days.

In license year 2014, the DOW issued 2.03 million sport licenses to 1.15 million customers. License sales revenue accounts for around 67% of the DOW's operating budget. License revenues were approximately \$38 million in license year 2014.

The DOW experiences several high transaction periods throughout the license year. Highest sales volumes occur at the beginning of select licensing seasons – spring fishing and fall hunting. Deer gun season represents the highest daily totals and peaks at approximately 30,000 transactions per day during the thanksgiving holiday weekend.

The DOW supports 1,100 License Agents who issue licenses throughout the State of Ohio. License agents consist of large national department stores, sporting goods stores, regional retail stores, and small, privately owned retail establishments. The latter includes stores located in rural or remote areas and presents a greater challenge for communications.

License agents are required to supply their own computers and printers as well as an Internet connection. License agents collect proceeds from the sale of licenses and deposit these funds, less their issuance fee (commission), into a designated bank account. Funds are electronically transferred to the State of Ohio on a weekly basis. Approximately, 52,000 electronic funds transfers occur annually between the host system and these retail outlets. Internet and mobile device license sales are managed by the contractor and make up about 23 percent of total license sales.

Fees: Supplement E-1: 2014 Licenses and Permits to this RFP illustrate available sport licenses and the fee for each. The price of each sport license includes a \$1.00 writing fee which is the license agent commission. There are no transaction fees or credit card fees associated with the sales transaction.

System Support: The DOW currently provides regulatory support (questions on seasons and bag limits, or questions on accounting reports) to all license agents and customers through an in-house call center from 8:00 am to 5:00 pm daily. However, first line support is offered to the agents and Internet customers from 5:00 am to 12:00 midnight daily by the contractor. Since there is no hardware or software managed by the state neither call center is responsible for troubleshooting or technical repairs to agents or customer equipment. At times both call centers may suggest solutions to agent and customer hardware and software issues but only as an added service. The contractor supplies agents with licensing paper which is plain 8.5 x 11 inch white stock. License agents must order supplies (license paper, regulations, etc.) through the web-based application. Supply orders are entered into the central database and electronically transmitted to the DOW Warehouse for fulfillment.

Hardware and Software: The current system is outsourced to the contractor on multiple servers located in multiple locations within the US. The system has a high degree of fault tolerance and redundancy. On a daily basis a replication of the master database is downloaded to the State of Ohio Computing Center (SOCC) servers and is utilized by DOW for ad hoc reporting. Through secure connections, DOW employees have direct access to the real-time database via an administration module. All access is web based and is protected by SSL technology.

Sport Licenses and Game Tags: Sport licenses and game tags are printed on 8.5 x 11 inch standard white paper. Most licenses can be acquired and carried in electronic form when purchased on a mobile device. Game permits may be purchased using mobile devices and emailed to the customer, but the permits must be printed and carried while hunting the permitted game animal. Only licenses and permits for which the customer is eligible appear on the customer's account for purchase. Some purchases require the customer to answer survey questions prior to purchasing the license.

Gift Certificates: Gift certificates are issued only through the Internet sales path and can be purchased up to \$250. Gift certificates can only be redeemed through the Internet and can be used for any license or permit. Gift certificates expire after 1 year and have no cash value to the customer.

Revenue: The DOW collects approximately \$38 million dollars annually from the proceeds of sport license sales. Accounting for sport licenses helps make Ohio eligible for an additional federal wildlife and sport fish restoration revenue.

Game Checking

The DOW requires mandatory game checking for both deer and turkey in the state of Ohio. As part of the game check process deer and turkey hunters must purchase a game permit unless exempted as a landowner. All deer and turkey must be reported using the game check system. The system assigns a confirmation number that must be affixed to the harvested game to complete the process.

Deer and turkey permit holders have 4 paths to check their game; using the Internet, at an Agent, by interactive voice response (IVR), or for a fee by operator assistance. The Internet path is also designed to

function on mobile devices. Once a permit has been entered into the game check system to record a harvest, it cannot be used again or it will be flagged as an invalid use of a permit.

Customers checking game through telephone IVR are required to enter their permit number. Since landowner customers are exempt from obtaining a permit, customers checking game under the landowner status cannot use the IVR. As a substitute for IVR, landowner hunters can check their game using operator assisted game check for a fee.

Hunter Safety Education Certification System

Currently the DOW Hunter Safety Education System database helps the DOW manage instructors, students, course schedules, instructor training, instructor hours, and education certification for hunter and trapper safety education programs. The DOW currently offers approximately 800 courses that are attended by 17,000 students each year. The current database contains over 1 million student records and 3,100 instructor records.

The system includes the functionality for course creation, initiation and final reporting. In addition, it manages course registrations and duplicate certification requests. Course offerings are listed on the DOW web site. The instructor-led course listings include date, time, and location of the training, course descriptions, and instructor contact information.

Students interested in attending a course may register online or through the DOW Call Center. The DOW provides the instructor with course rosters and materials. Upon course completion, the instructor submits the student pass/fail records in the form of a final report for integration into the DOW database. The course instructor's hours are submitted as part of the final report. Education certificates are presented to students at the completion of the course and a customer ID card can be printed showing the students Customer ID and hunter and trapper education certification.

The DOW also provides education to train new instructors.

The DOW conducts clinics for a variety of species and weaponry. Species clinics include deer, turkey, and dove clinics. Weaponry clinics include rifle, shotgun, handgun, and archery/bow clinics.

Special Event Lottery Drawings

The DOW manages controlled hunts and fishing events that allow a limited number of permits to be issued. These include select deer hunts, waterfowl hunts, and fishing events.

In 2014, the DOW received approximately 60,000 applications for special event lottery drawings. Approximately 60% of the lottery applications were processed through the Internet. In that same year, the DOW issued approximately 9,000 winning permits. For all lotteries, an applicant must possess a current year license unless exempted by ORC. **Supplement E-3: 2014 Lotteries** contains a list of the various lotteries offered over the past few years. None of the Trapping lotteries are being offered at this time.

Each year, the DOW reviews the previous year's events and determines which events will take place the following year. Changes to events, such as the number of participants and event dates, are determined. Application materials, including the Internet application process, are approved, printed, and distributed.

Customers are notified of the event requirements and deadlines through regular mail and e-mail. Applications are accepted through the Internet and submission of hard-copy application forms. After the application deadline, lottery drawings are performed and results are posted on the DOW website. Controlled hunt and fishing permits are mailed to lottery winners who do not have internet access. The

application result and the event permit are posted to the applicants CRM account. Winners are responsible for the purchase of any other sport licenses and tags needed to participate in the event.

Publication and Magazine Distribution System

Distribution of DOW publications is an important component of its relationship with its customers.

The DOW distributes publications to customers upon request. Orders for the more than 500 publications and magazine subscriptions are processed through the DOW Call Center (see publications listed in **Supplement E-2: 2014 Publications**). This includes maps, regulations, and magazines (Wild Ohio and Wild Ohio Kids). In 2014, the DOW Call Center processed approximately 8,000 requests for publications.

Customer Service Representatives enter orders into a database and transmit them to the DOW Warehouse for fulfillment. Currently, publications and magazines are shipped and or mailed to customers free of charge.

Specialty Permits System

The DOW issues approximately 40 different types of specialty permits. In 2014, approximately 14,000 of these permits were issued. Specialty permits give customers legal authority to perform a variety of wildlife related activities (e.g., Ginseng sales, scientific collection, wild animal propagation, and mobility impaired hunting and fishing) that do not fit into the standard sport license sales processes. The majority of these permits are administered through a manual application, approval, and fulfillment process since the process varies from permit to permit and standardization is almost impossible.

Arrest Report System

The DOW uses the contractor database to enter and manage citation records and print violation reports for the DOW law enforcement section. The citation database is not efficient and provides limited functionality for administrative reporting and data modifications. In 2013, DOW law enforcement officers issued approximately 6,000 citations. The database currently contains over 100,000 citation records.

Law enforcement officers carry a pre-numbered citation booklet in the field. The law enforcement officer flags each violation as a summons and complaint or as a minor misdemeanor citation. Information collected on the form includes demographic information, defendant description, summons information, nature of the complaint, location of violation, and violation code.

Central Administration

The current system allows secure role based access to the real time customer information. All of the various services offered and managed through this system are maintained in a single data structure with over 4.4 million customer records and 30 million detail transaction records. Law officers in the field have direct access to this database through the Multi-Agency Radio Communications System (MARCS) as well as the central dispatch at the state's Emergency Operations Center (EOC). Central reporting as well as ad hoc reporting can be initiated using the day old replicated data base and IBM's COGNOS software reporting tool.

1.3. Objectives.

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

The DOW wishes to procure the services of a Contractor to implement a real-time, integrated point of sale system that includes modules for sportsperson licensing, permitting, and surveys; deer and turkey game check; hunter safety education and certification; lottery drawings and distribution; magazine and publication tracking; specialty permits tracking and status; law enforcement integration; and administrative functions. The new system must integrate customer information into a single customer database repository. The system must integrate multiple distribution channels including the Internet, mobile devices, at license agent locations, telephone (IVR), contractor call center, and the DOW call center to deliver a consistent and professional experience to the customer.

The new system must be fully implemented prior to the expiration of the current contract (July 1, 2017).

The new system must:

- Improve customer data integration,
- Provide multiple distribution channels,
- Deliver DOW products and services,
- Ensure accurate revenue collection,
- Improve law enforcement capabilities,
- Improve administrative functions,
- Reduce workload and costs,
- Provide a comprehensive security plan,
- Deliver end-to-end support functions.

1.4. Overview of the Work's Scope.

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

The Contractor must provide a system that links business process areas through a common customer relationship management database. The system must deliver a positive customer experience through common, standardized, customer interfaces, practices, and protocols. Recreational consumers, license agents, and DOW staff must have a consistent successful experience every time they interact with the system regardless of transaction traffic.

The system must provide customers with virtually unlimited access to DOW products and services and enable customers to manage their personal profiles and transact business with the DOW through several distribution channels. The system must manage revenue collection, tracking, and highly accurate reporting as well as intuitive ad hoc reporting capabilities.

The new system must support and improve DOW business functions by providing the opportunity for sharing data through a single database repository. This will enhance the Department's ability to deliver quality customer service. The resulting system must:

- Track and maintain accurate and detailed customer profile accounting,
- Share information with business areas within DOW,
- Provide the ability to easily add new functionality,
- Provide easy navigation for all users, and
- Support queries for decision-making and reporting.

The contractor must ensure that the phased transition to the new system will not excessively disrupt current license agent's activity. The system must meet communication protocol needs of the license

agents whether the connection is a broadband or dial-up connection. Communication protocols must support all required transaction types. In addition, the contractor must train license agents and DOW personnel to operate and administer the system.

DOW wishes to implement this project in a modular fashion. However, all modules must be integrated such that access to customer information is determined by the role of the individual seeking access.

Below is the list of modules to be implemented in priority order:

- Sportsperson Licensing, Permitting, and Survey Module;
- Deer and Turkey Game Check System Module;
- Hunter Safety Education and Certification Module;
- Special Event Lottery Drawings and Distribution Module;
- Magazine and Publication Tracking Module;
- Law Enforcement Integration Module;
- Specialty Permits Tracking and Status Module;
- Administrative Management;
- Replicated data reporting; and
- Data cleaning and master file development.

1.5. Calendar of Events.

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

Event	Date
Firm Dates	
RFP Issued	September 11, 2015
Inquiry Period Begins	September 11, 2015
Inquiry Period Ends	September 24, 2015 at 8:00 a.m.
Proposal Due Date (Technical and Cost Responses Due at 1:00 p.m.)	October 9, 2015 at 1:00 p.m.
Estimated Dates	
Contract Award Date	December 28, 2015
Project Work Begins Per Contract Award	January 4, 2016

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

2. RFP Structure

2.1. Organization.

This RFP is organized into five parts and has 11 attachments. The parts and attachments are listed below. There may also be one or more supplements to this RFP listed below.

2.2. Parts.

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

2.3. Attachments.

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

2.4. Supplements.

Executive Summary	E-1 through E-3
Task 1	T-1.1 through T-1.14
Task 2	T-2.1 through T-2.2
Task 3	T-3.1 through T-3.3
Task 4	T-4.1 through T-4.3
Task 6	T-6.1 through T-6.6
Task 7	T-7.1 through T-7.4
Task 8	T-8.1 through T-8.9
Task 9	T-9.1 through T-9.6
Task 10	T-10.1
Task 13	T-13.1

3. General Instructions

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

3.1. Contacts.

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

Procurement Representative:

Maria Roberts, Analyst
Ohio Department of Administrative Services

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

3.2. Inquiries.

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

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

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

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

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

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

3.3. Amendments to the RFP.

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

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

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

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

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

3.4. Proposal Submittal.

Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five (5) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**ODNR OWLS RFP – Technical Proposal**” or “**ODNR OWLS RFP – Cost Summary**,” as appropriate.

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

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

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

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

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

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

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

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

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

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

3.5. Waiver of Defects.

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

3.6. Multiple or Alternate Proposals.

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

3.7. Changes to Proposals.

The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

3.8. Proposal Instructions.

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

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

4. Evaluation of Proposals

4.1. Disclosure of Proposal Contents.

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

4.2. Rejection of Proposals.

The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

4.3. Evaluation of Proposals.

The evaluation process may consist of up to six distinct phases:

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

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

4.4. Clarifications and Corrections.

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

4.5. Initial Review.

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

4.6. Technical Evaluation.

The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements and criteria identified in this RFP, including

the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

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

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

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

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

4.7. Requirements.

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

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

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

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

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

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

4.8. Cost Evaluation.

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

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

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

4.9. Requests for More Information.

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

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

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

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

4.10. Determination of Responsibility.

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

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

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

4.11. Reference Checks.

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems

important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

4.12. Financial Ability.

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

4.13. Contract Negotiations.

The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

4.14. Failure to Negotiate.

If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

5. Award of the Contract

5.1. Contract Award.

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the offeror proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

5.2. Contract Components.

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

1. The one-page Contract (Attachment Five) in its final form; and
2. The 0A1150 Ohio Wildlife Licensing System (OWLS) Contract dated _____, 20<xx> which includes Attachment Four, Attachments, Supplements and the Cost Proposal dated _____, 20<xx>.

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

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

Attachment One: Evaluation Criteria

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

Mandatory Requirements		
The offeror must have a minimum of three (3) years of experience supporting a minimum of one (1) interactive web-based Point of Sale (POS) system that is currently operating 24 x 7 x 365.	Accept	Reject

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

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
Offeror Requirements				
The offeror must have experience implementing and supporting at least one (1) system that provides real-time web-based transactions and delivery and that has been successfully operating for a minimum of three (3) years.	10	0	5	7
The offeror must have experience hosting a web-based POS system 24 x 7 x 365 for the past five (5) years.	10	0	5	7
The offeror must have designed and implemented a system of similar size and scope within the last five (5) years that offered multiple channels for product delivery. Product delivery channels must include Internet, telephone and retail outlets.	10	0	5	7
The offeror must have experience with at least one (1) project where it was necessary to convert and consolidate multiple databases into a single integrated database.	10	0	5	7
Personnel Requirements – Project Manager – propose only 1 candidate for this position				
Candidate must be PMP certified with a minimum of 60 months Project Management experience. 36 months of the 60 months experience may include working as an Assistant Project Manager.	10	0	5	7

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
Candidate must have managed a minimum of three (3) software development and/or implementation projects from inception through completion. At least one (1) of the referenced projects must have been for a federal, state, or local government entity. At least one (1) of the referenced projects must be similar in size and scope to this project.	10	0	5	7
Candidate must have managed at least one (1) project where software documentation was developed and delivered.	10	0	5	7
Personnel Requirements – Operations Manager – propose only 1 candidate for this position				
Candidate must have a minimum of 36 months experience in operations management of systems similar in size and scope to this project.	10	0	5	7
Candidate must have a minimum of three (3) projects where the candidate was responsible for managing a team of five (5) people or more.	10	0	5	7
Proposed System Solution				
Task 1: Sports person Licensing, Permitting, and Survey Module	50	0	5	7
Task 2: Deer and Turkey Game Check Module	40	0	5	7
Task 3: Hunter Safety Education and Certification Module	20	0	5	7
Task 4: Special Event Lottery Drawing and Distribution Module	10	0	5	7
Task 5: Magazine and Publication Tracking Module	10	0	5	7
Task 6: Law Enforcement Integration Module	20	0	5	7
Task 7: Specialty Permits Tracking and Status Module	10	0	5	7
Task 8: Administrative Management	20	0	5	7
Task 9: Data Conversion and Master File Development	30	0	5	7
Task 10: IT Hosting and Infrastructure	35	0	5	7
Task 11: Help Desk Services	30	0	5	7
Task 12: Training	30	0	5	7
Task 13: Testing and Service Level Metrics	30	0	5	7

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
Additional Proposal Requirements				
Staffing Plan	20	0	5	7
Project Plan	30	0	5	7
System Security	30	0	5	7
System Architecture	30	0	5	7

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

The offeror with the lowest proposed total cost for evaluation purposes will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = \left(\frac{\text{Lowest Total Cost for Evaluation Purposes}}{\text{Offeror's Total Cost for Evaluation Purposes}} \right) \times 300$$

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

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

Attachment Two: Work Requirements and Special Provisions

PART 1: WORK REQUIREMENTS

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

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

The Contractor must provide a Project Manager for the Work. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. This Project Manager **is not** required to work on-site at Ohio Department of Natural Resources, Division of Wildlife 2045 Morse Road, Building G, Columbus, OH 43229-6693. However, regular and consistent communications with DOW staff is required. Contractor will be required to supply, train DOW staff, and manage all necessary project management and communications software.

Personnel employed by the offeror or subcontractors may fill remaining key personnel positions. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to perform the remaining 70% of the effort. All contractor employees or subcontractor employees working on the project must perform all project related work in the United States per executive order.

The Contractor also must propose a system development methodology that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). Therefore, the Project scope must include training the State Project team on the Contractor's system development methodology. The Contractor is not required to have official SEI certification.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and configuration management tasks, and will participate in Project reviews.

The system must provide customers with virtually unlimited access to Department of Natural Resources, Division of Wildlife (DOW), products and services including licenses, tags, gift certificates, and magazines. The system must allow customers to manage their personal profiles and transact business with the DOW through various distribution channels.

The system must be consistent in standards and performance and provide recreational consumers, License Agents, and (DOW) staff with a successful experience each time they use the system. The system must also provide highly accurate and intuitive revenue collection, tracking, and ad hoc reporting capabilities. The Contractor's solution must include business logic separated from presentation logic, be secured behind a firewall, and not be exposed to the outside world.

Each task that follows will include various business, technical and functional requirements necessary for the successful implementation of the system.

Task 1: Automated Sportsperson Licensing, Permitting, and Survey Module

The Contractor must analyze, design, develop and unit test an Automated Sportsperson Licensing, Permitting, and Survey System Module.

A. Automated Sportsperson Licensing and Permitting

1. Under federal law 42 U.S.C. section 666, the State of Ohio must obtain the Social Security Number of any individual to whom the State issues a recreational hunting or fishing license. In order for states to participate in federal programs such as Medicare and Medicaid, compliance with 42 U.S.C., Section 666 is essential. Therefore, the system must require a Social Security Number from all customers who are not exempted by statute (i.e., Non-US citizens, religious exemption, etc.).
2. The system must provide Customer Identification options that may include, but are not limited to:
 - a. Ohio driver license with the customer's date of birth,
 - b. Unique customer number (also known as Customer ID, Sportsman ID, or Membership ID) issued by the state,
 - c. The customer's last name, date of birth and last 4 digits of their SSN.
 - d. Swipe of Contractor issued ID card.
 - e. DOW entry of last name, first name, date of birth, and address as an alternative means to create a non-licensing purchasing customer ID. Only available to DOW Administrative staff.
3. The contractor will be allowed to offer, fulfill, and charge a nominal fee for a durable identification card. See section N for requirements details.
4. The system must provide customer identification searches that identify the customer without compromising the customer's personal security.
5. When the system is required to collect sensitive information (SSN with name) the SSN must not be displayed on any printouts or on the computer screen for periods longer than necessary to verify its entry. SSN should be "x"ed out once entered into the field.
6. The system must initiate a transaction by either
 - a. Using one or a combination of the system's unique identifiers.
 - b. Assigning a unique customer number to a first-time customer.
7. The system must prohibit the sale of licenses to customers who:
 - a. Have license revocation based on arrest information.
 - b. Have license revocations as supplied by the Law Compact agreement.
 - c. Are in violation of child support enforcement laws as supplied by the Ohio Department of Job and Family Services.
8. The system must determine if the customer is eligible for the requested license and only present licenses for which the customer is eligible. Criteria must include, but not be limited to:
 - a. Age,
 - b. Residency,
 - c. Citizenship,
 - d. A hierarchy of purchase prerequisites (e.g., Based on licenses owned, or required. A hunter can only purchase an annual license once a year or to purchase a trapping permit requires a hunting license.), and

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- e. Education requirements such as hunter safety education, trapping education, and bow hunter safety education.
9. The system must allow the State to define dependencies among licenses and permits in real time and without the contractor's intervention as required by Ohio law.
10. The system must allow for annual, multi-annual, daily, and multi-day use licenses and permits to accommodate fish and wildlife management strategies.
11. The Contractor must provide an automated license sales module that is Web based and allows for multiple methods of customer interaction at License Agents, the Internet, the Contractor's IVR, contractor call center, and DOW call center.
12. The module must incorporate a form factor for mobile electronic devices including mobile phones and tablets for both public Internet and at License Agents.
13. The system must allow for the storage of license images on portable devices, mobile phones, and tablets.
14. License images must not contain any sensitive and personal information (SSN, DL, financial accounts).
15. Customers supplying a valid email or texting phone number will receive confirmation notices, and when allowed by DOW, images of their license and permits.
16. The overall design must incorporate a similar look, feel, and functionality for customers regardless of method used to interact with the system.
17. All distribution methods must provide a consistently successful experience for the customer.
18. The Contractor must provide a secure system that includes role-based permissions for license agents.
19. License Agents must be required to enter a License Agent ID and an individual user ID and password to initiate a sales session. **Supplement T-1.1 Agent Login Screen** shows the existing initial steps for Agent login and menu items.
20. Agents will be allowed to reset their POS password by responding to challenge questions associated to a specific user name.
21. Agent password resets will be logged to the system and reported monthly to DOW.
22. Agent password resets can also be completed by the contractor help desk as well as the DOW help desk.
23. The License Agent module will have a minimum of two levels of security for POS system operation and administration
 - a) Clerk Level ID (e.g., Store Clerk) – Operations must be restricted to performing sport license sales transactions.

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- b) License Agent Administrative Level (e.g., Store Manager/Owner) - Operations must include store administrative and reporting functions and, if needed, may include sport license sale transactions.
24. The system must also allow Corporate Level (e.g., Wal-Mart Regional Managers) access to store level administrative functions and reporting across multiple locations.
 25. The Contractor must host a web site through which customers may purchase licenses and permits and update existing personal information. The Contractor's Internet solution must be fully integrated into and be consistent with the presentation of the existing DOW web site. **Supplement T-1.2 Internet Menu Screen** shows existing initial steps for Internet license purchase.
 26. The contractor's web site must follow statewide policies of web design (Policy IT-08) as listed in the following link <http://das.ohio.gov/forStateAgencies/Policies.aspx>.
 27. The Web based solution must include but may not be limited to:
 - a. Screens and data that are presented in a logical progression.
 - b. Prompts and messages that can be easily understood by non-technical users.
 - c. Clear methods for obtaining assistance.
 - d. Links, hover text, and/or popups with pertinent information about the purchase.
 - e. Input fields that DOW can designate as "required" or "optional."
 - f. Permitting multiple licenses and permit types to be purchased and processed at the same time.
 - g. A prominently displayed privacy statement that assures the customer that their personal information will not be used for any purpose other than to obtain the requested licenses or permits.
 - h. Links to DOW social media sites and compatibility with social media for the option of sharing purchases and harvest information.
 - i. License agent locations.
 28. The system must request the customer's e-mail address and, when a sale is completed, send an e-mail receipt/confirmation. Customers without emails or not willing to supply their email will be allowed to Opt Out.
 29. The system must request a customer's cell phone number and, when a sale is completed, send a text receipt/confirmation. Customers without cell phones or not willing to supply their cell phone number will be allowed to Opt Out.
 30. The Contractor must ensure that all e-mailed/texted confirmations must be sent within one (1) hour of the time of registration.
 31. The receipt/confirmation must include a URL that the customer can use to produce reprints of any license or as an image that can be stored on any electronic computer device – computer, laptop, mobile phone, tablet etc.
 32. After completing a license purchase, the customer or agent must be able to print the physical license on a printer if desired.
 33. To complete a purchase transaction, the system must allow for the agent to attest that the document printed, all licenses were accounted for, and monies collected. The agent can reverse the transaction and reenter if none of the above has satisfactorily been completed.

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34. Agent voids and reversals can be performed within 15 minutes of any completed transaction. The system will display the details (determined by DOW) of each transaction that is subject to the 15 minute void.
35. The customer or agent must be presented with easy-to-follow instructions for printing the license. A 'Print Preview' option must be available.
36. **Supplement T-1.3 Customer Information Entry** displays the customer information collected at this time. Additional fields may be added as needed based on DOW business needs.
37. **Supplement T-1.4 License and Permit Display Based on Customer Input Parameters** shows the existing licenses available for a resident customer over 16 and under 66. The system must be able to display broad categories for the various license types. DOW is open to alternative approaches to improving customer experience in selecting license and permits they are qualified to purchase.
38. Licenses and permits printed on the customer's computer must:
 - a. Accommodate combining multiple licenses onto a single form.
 - b. An existing annual license design can be found in **Supplement T-1.5 Annual License Images** of this proposal.
 - c. Have the exact same layout of licenses and permits for all customer interaction methods – Internet, Agent, Call center, or IVR.
39. Deer and turkey permits and daily licenses and must print as a single permit form. Existing design for both types of licenses can be found in **Supplement T-1.6 Game Permit Images** and **Supplement T-1.7 Daily Licenses**.
40. The system must generate required DOW transaction codes and license/permit numbers and display these on the permits and licenses.
41. DOW transaction codes:
 - a. The system must create a 20-digit DOW transaction number at the initial purchase of a license or permit that shows the time, date, and location of purchase. Transaction Number code positions signify:
 - i. Digits 1-6 – Agent identifier used to purchase the license or permit, 1-3 County code, 4-6 counter within county,
 - ii. Digits 7-14 – 4-digit year, 2-digit month, 2-digit day of purchase, and
 - iii. Digits 15-20 – identifies 2-digit hour, 2-digit minute, and 2-digit second that permit/license was issued.
42. License/ Permit number:
 - a. A number created at the initial purchase of a license/permit that uniquely identifies that license/permit permanently.
43. Duplicate licenses will require a separate path for Agent and Internet and will not be available for 2 hours after the original purchase. Duplicates are only to be issued for lost, destroyed, or stolen license documents.
44. Reprints will be available through the customer portal or via the email receipt. Reprints are only available via email or through the DOW call center.

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B. Customer Survey Functionality

Examples of current State surveys are included in **Supplement T-1.8 Survey Questions** of this RFP. The Contractor's solution must include, but not be limited to:

1. Harvest Information Program (HIP) Surveys - Customers who wish to hunt migratory birds must be presented with the HIP Survey questions.
2. The HIP Survey solution must include all questions required by the most current federal regulations.
3. Contractor will be required to deliver HIP data to the state in an electronic format required by the federal regulations. **(Supplement T-1.9 HIP (Harvest Information Program) Data Format)**
4. A customer must have a variety of methods for completing the HIP Survey including:
 - a. Telephone-IVR. – Customer write HIP number on license.
 - b. Internet – HIP number printed on hunting license when purchased.
 - c. Call Center for non-license buyers (landowners).
5. State-Defined Customer Surveys – the DOW must be able to create and add surveys to the system that are presented at the time a customer purchases a license. DOW must also be able to create additional surveys made available from within the customer's internet management portal and within the Game Check Module. DOW must be able to:
 - a. Create new survey questions.
 - b. Modify existing surveys.
 - c. Designate pre-formatted responses (e.g., yes/no, multiple choice).
 - d. Set the start and end dates when surveys will be available.
 - e. Specify the license(s) that trigger the survey.
 - f. Design and run summary reports based on the completed surveys.

C. Gift Certificates, Donations and Legacy Stamps:

1. Gift Certificates
 - a. The system must be able to issue and redeem gift certificates.
 - b. Customers must be able to use the gift certificates to purchase licenses and to track certificate remaining value.
 - c. Gift Certificates may:
 - i. Be issued in denominations specified by DOW.
 - ii. Be issued and used only on the Internet.
 - iii. Be tracked the same as licenses and permits.
 - iv. Have no cash value and no change will be tendered.
 - v. Be used for multiple transactions.
 - vi. Have expiration dates that are controlled globally by DOW system administrators.
2. Donations – the system must allow customers to donate to specific funds.
 - a. Wildlife Fund
 - b. Non game Fund
 - c. Habitat Fund
3. Donations will be part of the Agent and Internet sales path.

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4. The system will generate a thank-you email to customers giving a donation.
5. Customers without emails will be sent a thank-you letter. System will generate mailing list on a routine basis.
6. Customers going down the Internet path can issue a donation 'in memory of' or 'in care of' another person.
7. Non-license privileges (i.e., Legacy Stamps, Sportsman Card, Memberships etc.) must be available for purchase at Agents and on the Internet.
8. Legacy Stamps and Wetland Stamps will be fulfilled by DOW.
9. The system will generate a report of non-license purchases by customer at regular intervals for fulfillment.

D. Contractor Call Center one and 3 day fishing licenses

1. The Contractor must provide an application with live operator assistance to issue 1-day and 3-day fishing licenses.
 - a. Customers will be issued a license number over the phone.
 - b. Customers will receive an e-mail and/or text-message confirmation.
 - c. Customers will receive a URL to store the image of the license.
 - d. A convenience fee may be added to the standard licensing costs and paid directly to the Contractor by the customer.
2. The 1-day fishing license (only) may be exchanged for an annual upgrade fishing license via any customer interaction method –Internet, agent, or Call Center.

E. Special Free Licenses and Permits.

The DOW offers free sport licenses to approximately 7,000 individuals who are physically disabled and meet strict eligibility requirements. Individuals must apply to DOW using prescribed DOW methods. DOW employees approve or deny applications, then notify the applicant to get the license or permit at and agent or online. Free mobility-impaired license holders must reapply each year, which means a Customer's eligibility, could change from year to year. Disabled veterans are approved for a 5 year period. This application will enable DOW staff to manage this customer base and issue the requested free licenses and permits.

1. The system must provide a web interface for external administrators (Veterans Administration) to enter and approve customers eligible for special fee licenses and permits.
 - a. Entry will be directly into the master database
 - b. Once approved an email will be sent to DOW confirming the applicant's eligibility.
 - c. Include the customer ID
 - d. DOW will then approve the customer for purchase via DOW POS channels
2. The system must provide a secure internal web interface for DOW personnel to:
 - a. Process requests and approve free fishing and hunting licenses and permits.
 - b. Generate mailing lists for renewals.
 - c. Track the status of applications and permits – includes multiple year approval.
 - d. Add new criteria to the list of special free permits.

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3. Special free licenses and permits can be issued to:
 - a. Holders of veteran license plates:
 - i. Hunting License,
 - ii. Fishing License,
 - iii. All Permits.
 - b. Veterans determined by the Veterans Administration (VA) to be 100% permanently and totally disabled and who receive a pension or other form of compensation from the VA:
 - i. Hunting License,
 - ii. Fishing License,
 - iii. All Permits.
 - c. Former Prisoners of War:
 - i. Hunting License,
 - ii. Fishing License,
 - iii. Wetlands, Trapping,
 - iv. No Permits.
 - d. Residents of an institution run by the State, county, or military:
 - i. Fishing License.
 - e. Residents who are mobility impaired and require assistance to fish
 - i. Fishing License.

F. License and Permit Physical Characteristics

The physical characteristics of the license or permit are an important component of the license and permit sales process.

1. The license or permit must provide the customer with a summary of the transaction and key information for validating the document. The license or permit also serves as the primary document for law enforcement officers and greatly affects their ability to provide effective enforcement. An example of a preliminary design can be found in **Supplement T-1.5 through Supplement T-1.7** of this proposal. The Contractor must provide a design team that will work with the State to design the licenses and permits. The State must approve any design decisions before they are finalized.
2. The licenses and permits, whether printed at a License Agent site or on the Internet, must include but may not be limited to the following information:
 - a. Type of license with an associated Icon
 - b. Unique license or permit number
 - c. Authorized year and season (valid dates)
 - d. Date, time, and location of sale – DOW Transaction Number
 - e. Expiration date of License
 - f. Customer information including:
 - i. Name,
 - ii. Address,
 - iii. Unique Customer Number, and
 - iv. DOW Transaction code with “smart-coding” that identifies:
 - License Agent,
 - County of purchase, and
 - Date and time of the transaction.
3. The Customer’s Social Security Number (SSN) must be obtained and entered into the system for each sport license or permit if the customer is not in the system. The SSN is not to be displayed on the physical license or permit.

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4. The system must allow multiple licenses to be printed on a single transaction form.
5. In the case where there is a printer problem, License Agents and must be able to reprint a license for the customer at the License Agent site without DOW approval. This reprint ability must be time limited as prescribed by DOW.
6. The DOW and Agent call center must be able to reprint, mail or email license and permits.

G. License and Permit Stock

The Contractor must supply and deliver the paper stock that will be used for licenses sold at the License Agent sites.

1. Measure 8.5" by 11".
2. Be up to 60 pound stock.
3. Support clear, legible, and lasting print.
4. Support writing in ball point pen ink without smearing or smudging.
5. Provide excellent image and print quality.
6. Withstand heat lamination.
7. Paperless license and permits must be an exact image of the paper form

H. Revenue Collection

For License Agents:

1. The Contractor will provide a system that simplifies revenue collection for the DOW and its License Agents.
2. License and permit fees will be assessed based on the fee structure included in **Supplement T-1.10 License and Permit Fees** to this RFP.
3. DOW must be able to modify the fee table when required and without contractor intervention.
4. On a weekly basis, or as directed by the DOW, the Contractor must collect sport license fees that have been collected by License Agents and deposit them into a secure account into the State account designated "State Of Ohio, Department of Natural Resources - Division of Wildlife's License Sales Revenue."
5. The account must be held at an institution that is a member of the Automated Clearinghouse Association. The State will provide an Electronic Funds Authorization form to the Contractor.
6. The Contractor must coordinate with the State of Ohio bank to ensure that electronic funds transfer file formats are satisfactory and that all accounting protocols are met.

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7. The State must be able to execute manual or “on-demand” EFTs outside of the normal weekly scheduled EFT.
8. The DNR Revenue Section must be able to make manual adjustments, payments (credit/debits), and penalties to License Agents or to adjust bank transactions when necessary.
9. It is anticipated that there will be approximately 52 EFT transfers per License Agent each year. The system must notify each License Agent no more than 3 days in advance, of the amount of EFT that is due and when the transaction will occur.
10. Each EFT will be summarized across all agents and reported on a State approved Revenue Transmittal form for transfer of revenue to the proper DOW funds. The state will supply the report format (**Supplement T-1.11 EFT Revenue Transmittal**) and fiscal coding for all licenses.
11. The contractor will work with DOW fiscal staff to develop an electronic version of this report that can be reformatted and transferred to the state’s financial system after DOW approval.
12. License Agents that are affiliated through corporate chains must be identifiable as such and processed through a central corporate account.
13. Records must be easily identified in order to be accumulated by the corporate affiliation.
14. Each License Agent will be required to have a checking account from which transfers may be authorized.
15. State of Ohio offices who serve as license agents will be non-EFT license agents.
16. Non-EFT license agents must indicate the payment type upon completion of the transaction.
17. The DNR Revenue Section must be able to manually process all or a portion of an EFT or place a “hold” as may be required. In this way, the DNR Revenue Section can manage and reconcile the frequency and amount of EFTs.
18. The system must track rejected (failed) EFTs. DOW Revenue Administrators must be notified when a License Agent reaches a specified number of failed EFTs.
19. The system must allow for the payment of failed EFTs and penalties through a web portal that will accept credit cards, electronic checks, or bank drafts. Contractor will be allowed to recover credit card fees and nominal processing fees. Maximum fees will be up to 5% of the total transaction.
20. The system must track voided licenses and redeemed gift certificates that are not returned to the State within a designated time. The DNR Revenue Section tracks or generates reports on these items to address possible fraud and charges a fee to the License Agent for items that were late in being returned.
21. The Contractor must coordinate with State of Ohio bank staff to ensure that electronic funds transfer file formats are satisfactory and that all accounting protocols are met.

For Internet Sales:

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1. The Contractor must assume liability for any errors relating to credit card processing (e.g., incorrect cards being charged transactions or credit cards incorrectly charged). Responsibilities will include, but may not be limited to:
 - a. Collecting license sales revenues.
 - b. Processing credit card transactions.
 - c. Manage the issuing and accounting of credit card refunds for Internet transactions.
2. In compliance with PCI security standards, the Contractor must assume responsibility for all revenue collection and must guarantee that credit card information will be held and processed in a secure and legal manner.

For DOW/State Agency Sales Agents:

1. The contractor must issue daily revenue transmittals for DOW sales agents. These transmittals are non-EFTs as funds are deposited directly into the state's banking accounts. The state will provide the reporting formats. **Supplement T-1.12 Non-EFT Transmittal.**
2. The contractor will work with DOW fiscal staff to develop electronic versions of these reports that can be reformatted and transferred to the state's financial system after DOW approval.
3. Non-EFT license agents must indicate the payment type upon completion of the transaction. Separate transmittals will be produced by payment type for each non-EFT agent

I. Promo codes:

1. The DOW Customer Internet site must allow for the use of Promotional codes (Promo codes)
2. DOW will determine the type of promotional code and the beginning and ending date of the promotion.
3. All Promo codes will be collected at the end of a transaction and as part of the payment process.
4. The system must allow for adding or removing Promo codes.
5. The system must allow DOW the ability to check for valid codes and apply any discounts or awards.
6. The system must store the promo codes used by the customer in the master database.
7. For any Promo code the system must allow for a report defining customer use.

J. Reporting

1. The system must provide wildlife management data for administrative revenue oversight and management, tracking, reporting and customer demographics.
2. The Contractor's solution must be able to provide all reports in three formats: PDF, HTML, and Microsoft Word.
3. The system must provide automated system reports as well as allow DOW to schedule execution of automatic batch print reports.

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4. There will also be reports that DOW and License Agents must be able to execute on demand.
5. DOW system administrators must also be able to perform ad hoc reporting including the ability to design and run summary reports based on completed surveys.
6. The system must provide a report of voided licenses and gift certificates not returned to the DNR Revenue Section for credit within the designated time period.
7. The system must generate accounting audit and reconciliation reports for all EFTs whether the EFT was manually or system generated.
8. Reports should include pertinent license information such as license types, amounts etc.
9. Contractor will be responsible to supply at a minimum those reports dealing with revenue tracking as listed in **Supplement T-1.13 Revenue Reports** Contractor may offer additional reporting processes based on their solution to this module.
10. A list of overnight batch run reports are included in a **Supplement T-1.14 Report List** of this RFP. At a minimum, those reports indicated as “required” must be replicated into the new system.
11. The system must provide License Agent reports that include but may not be limited to sales and transaction reporting by:
 - a. Store clerk ID
 - b. License Agent (for stand-alone businesses or locations), and
 - c. Corporation License Agents (for businesses that have multiple License Agent locations, i.e., Wal-Mart to report on all locations)
 - d. Daily sales
 - e. Monthly sales
 - f. Tax year sales (across 2 license years)
 - g. Outstanding Voids report
 - h. Summary report for each agent of the weekly EFT

K. Customer ID card:

1. For customers that want a durable customer ID card the system will allow for the purchase via the internet, at an agent, or from the call center.
2. The card should be similar to credit card stock.
3. Must have the customer name, customer ID number, and Hunter and Trapper ed certification status.
4. Contractor must be responsible for fulfillment within 30 days of purchase.
5. Contractor must submit a transaction fee for this card.
6. State has final approval on design and acceptable cost.
7. Card will have magnetic strip to allow swiping on standard swipe devices, DL readers, and Credit card readers. No personal and confidential information will be stored on the card.

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8. Mag swipe must follow Ohio BMV format and the system must be able to determine the difference between an OH DL and a Contractor issued ID card.
9. Type of ID card swiped will be entered on the transaction record.

L. Deer Management Units (DMU):

DOW desires to move to a deer management strategy that allows for the issuance of antlerless deer permits to a specific deer management unit (DMUs). The system must accommodate the following flexibility for issuing these permits as well as other future permits that follow the same management strategies across all license purchasing paths.

1. All antlerless deer permits will be associated to a DMU.
2. A DMU will have at least 1 and may have more than 1 county associated with it.
3. The system must allow DOW administrators to set a maximum number of antlerless deer permits available for sale in each DMU.
4. DOW administrators can determine if the issuance of antlerless deer permits in a DMU will be:
 - a. First-come first-served as a lottery or across the counter
 - b. By all sales paths between specific dates
 - c. Only over the internet
 - d. Random lottery with separate application process between specific dates.
 - e. Combination of the above.
5. For successful lottery applicants the system must update their customer record to allow them to purchase the antlerless permits via the various license purchasing channels.
6. First come first serve will allow DOW administrators to set allocations for each DMU.
7. The system should allow DOW administrators to determine and implement the most efficient distribution method for each DMU.
8. The system must be able to limit the number of permits a customer can get in any DMU during a time frame and across all DMUs.
9. Permits will be printed with the specific DMU and the DMU will be associated to a permit number.

M. One Day Range Permits:

One day range permits can be purchased through all licensing channels and must be turned over to the range attendants at the time of use - this includes both paper copy (as required now) and showing the attendant an image of the purchased permit (possible if system can invalidate). DOW desires a solution that allows the range attendants to invalidate these permits when used at a specific facility.

1. Each one-day or annual range permit will have a unique permit number assigned to it the same as all other licenses.

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2. Additional information can be added to the permit to help identify the document to the central system – this information must be linked to the license number.
3. The range attendant must be able to quickly enter information electronically (smart phone, IVR, bar code, etc) that can be used to invalidate the one-day permit and mark it as used.
4. One-day or annual range permits used must be logged to the system on the date and time of use as well as the specific range attended.
5. Attendants will be notified immediately when a customer attempts to use a permit that is no longer valid – already used, expired, etc.
6. The system will log the permit number and the range used of all valid and invalid permits.

Task 2: Deer and Turkey Game Check Module

The Contractor must analyze, design, develop and unit test a Deer and Turkey Game Check Module.

Immediately after harvesting a deer or turkey, the hunter must create a game tag and attach it to the carcass signifying legal possession of the animal. The hunter has a specified time frame to record the harvest and complete the game check process. Once completed a system generated confirmation number must be attached to the carcass until final disposition.

Ohio will continue to require mandatory game checking for both deer and turkey. Hunters will obtain the necessary permits through the automated sport licensing and permitting system. All License Agents will be required to process game check transactions. **Supplement T-2.1 Permit Holders Game Check** and **Supplement T-2.2 Landowner Game Check** show game check data collected and game check receipts for both permit holders as well as landowners.

A. Game Checking Functionality

1. Harvest information must be integrated with license and permit purchase data.
2. The solution must allow the State to add harvest collection information for additional species and species-specific information if desired.
3. Hunters must be able to perform game transactions at any License Agent site, through the Contractor's Internet solution, through mobile devices, through the Contractor's IVR, or via the contractor's call center (for a nominal fee).
4. The POS solution must allow the License Agent to activate the game check module from his or her location.
5. The system must use the permit holder's unique deer or turkey permit number to access the game check module to ensure validation and appropriate use of the tag.
6. For landowners without a game permit the system must allow game check entry at the agent, on the internet, or call center (with fee).

Task 2: Deer and Turkey Game Check Module

7. Those recording a harvest under landowner status must verify their name, address, and personal information at time of entry.
8. Those recording a harvest under the landowner status must supply the landowner's name and the relationship to the hunter.
9. The Internet and License Agent landowner game check process must include a display of in-season game checked up to the current date and time with associated date of check and confirmation number to reduce duplicate entries.
10. The landowner game check process must notify the hunter and/or License Agent if the same harvest information has been entered within a specified time frame (example -in last 40 minutes) to reduce duplicate landowner checks. State will supply criteria for this edit check.
11. At the time the landowner game check has been entered, the system will create a landowner harvest permit and create a license record.
12. Every recorded harvest will have an associated game permit whether issued prior to the game harvest (permit holders) or after the check process (landowner harvest).
13. Landowner deer harvest must include the DMU of the harvest filtered by the county.
14. The system must recognize the permit type (i.e., deer or turkey) for the harvest record process and present the user with the appropriate check-in entry screens or questions to complete the harvest record entry.
15. A system-generated game check confirmation number must be produced to complete the game check process.
16. When IVR is used to check game the system must, when available, store the phone number used to check the game. This number must be part of the harvest record.
17. The confirmation number must be a "smart-code". The confirmation number must be a 18 digits
 - a. For Deer harvest:
 - License Type (4 digits)
 - License year (2 digits), already pre-printed on tag
 - Deer gender (1 digit)
 - Number of antler points (2 digits)
 - County of harvest (2 digits)
 - Hunting implement used (1 digit)
 - Count of the current year's harvest (6 digits) from 000001 to 999999
 - b. For Turkey harvest:
 - License Type (4 digits)
 - License year (2 digits), already pre-printed on tag
 - Turkey gender (1 digit)
 - Unused (2 digits)
 - County of harvest (2 digits)
 - Hunting implement used (1 digit)
 - Count of the current year's harvest (6 digits) from 000001 to 999999

Task 2: Deer and Turkey Game Check Module

18. Game harvest data must be integrated with license and permit purchase data in the central repository database. That data includes, but may not be limited to:
 - a. Deer Harvest Record information:
 - Driver's License Number
 - Date of Birth
 - Last Name
 - First Name
 - Middle Initial
 - Address
 - City
 - State
 - Zip
 - Date and Time of Check
 - Method of Game Check (License Agent, Customer-facing website, mobile device or IVR.
 - License Agent number
 - County of Harvest
 - DMU (Deer Management Unit)
 - Date and Time of Harvest
 - Permit Number
 - Confirmation Number
 - Implement (Shotgun, Crossbow, Longbow, Muzzleloader, Handgun, and Rifle)
 - Antlered or Antlerless
 - Permit type
 - IVR phone number
 - b. Turkey Harvest Record information:
 - Driver's License
 - Date of Birth
 - Last Name
 - First Name
 - Middle Initial
 - Address
 - City
 - State
 - Zip
 - Method of Game Check (License Agent, Customer-facing website, or IVR.
 - License Agent number.
 - County of Harvest
 - Date and Time of Harvest
 - Confirmation Number
 - Leg Band Number
 - Harvest on (Hunter's Land, State or Federal Land, Private Land)
 - Permit Type
 - Spring Turkey (Adult Male, Juvenile, Bearded Hen)
 - Fall Turkey Gender
 - Fall Turkey Age
 - Spur Length (½ inch or less, Less than 1 inch, 1 inch or more)
 - Implement (Shotgun, Crossbow, Longbow)
 - IVR Phone Number

Task 2: Deer and Turkey Game Check Module

B. License Agent Game Check Transactions:

1. Hunters will present either a permit number or request landowner check.
2. For Permit holders the agent will enter the permit number and date of birth.
 - a. If the permit is either sex then all counties will display for selection.
 - b. If the permit is antlerless only then those counties within the DMU of the issued antlerless permit will display.
 - c. Once the county is selected the customer must indicate the DMU of harvest. DOW administrators will supply descriptions of DMUs for this display.
3. The hunter must supply the tagging information used for the harvest – date and time of kill and type of game harvested.
4. For landowner harvest the customer must supply identification information to locate the customer record and verify its accuracy.
 - a. The hunter using landowner game check will then select the county of harvest as well as the associated DMU. Only DMU for the given county will display.
 - b. Landowner harvest requires the first and last name of the landowner and relationship of the hunter to that landowner (Landowner/Spouse, Child, Tenant, or Tenant Child).
5. The agent will verify from the customer the entered information and submit the game check.
6. The system must validate this information and issue a confirmation number that the hunter will attach to the animal.

C. Internet (customer facing website) Game Check Transactions:

1. Hunters will present either a permit number or request landowner check.
2. The hunter must supply the tagging information used for the harvest.
3. For Permit holders the customer will enter the permit number and date of birth.
 - a. If the permit is either sex then all counties will display for selection.
 - b. If the permit is antlerless only then those counties within the DMU of the issued antlerless permit will display.
 - c. Once the county is selected the customer must indicate the DMU of harvest. DOW administrators will supply descriptions of DMUs for this display.
4. The hunter must supply the tagging information used for the harvest
5. For landowner harvest the customer must supply identification information to locate the customer record and verify its accuracy.
 - a. The hunter using landowner game check will then select the county of harvest as well as the associated DMU. Only DMU for the given county will display.
 - b. Landowner harvest requires the first and last name of the landowner and relationship of the hunter to that landowner (Landowner/Spouse, Child, Tenant, or Tenant Child).
6. The customer will verify the entered information and submit the game check.

Task 2: Deer and Turkey Game Check Module

7. The system must validate this information and issue a confirmation number that the hunter will attach to the animal.

D. Toll-free Interactive Voice Response Game Check Transactions:

1. The hunter dials the toll-free number.
2. Only either sex or antlerless permits can use the IVR. No Landowner game check can be completed using IVR.
3. For Permit holders the customer will enter the permit number and date of birth.
 - a. If the permit is either sex then all counties will display for selection.
 - b. If the permit is antlerless only then those counties within the DMU of the issued antlerless permit will display.
 - c. Once the county is selected the customer must indicate the DMU of harvest. DOW administrators will supply descriptions of DMUs for this display.
4. The hunter must supply the tagging information used for the harvest.
5. The customer will verify the entered information and submit the game check.
6. The system must validate this information and issue a confirmation number that the hunter will attach to the animal.

E. Game Check Survey Requirements

The DOW must be able to create and add surveys to the game check system that is presented when a customer checks their game.

The DOW must be able to:

1. Create new survey questions.
2. Modify existing surveys.
3. Designate pre-formatted responses (e.g., yes/no, multiple choice).
4. Set the start and end dates when surveys will be available.
5. Specify the license(s) that trigger the survey.
6. Design and run summary reports based on the completed surveys.

F. Game Check Reporting

1. The system must include but may not be limited to the following game check reports:
 - a. Harvest by:
 - Species,
 - Species by County,
 - Species by DMU
 - b. Annual Harvest Comparison Report By Species
 - Year over year.

Task 2: Deer and Turkey Game Check Module

- Month over month.
- c. Harvest Law Report (Date and Time of purchase versus date and time of kill).
- d. Harvest information must be reportable against license and permits issued to an individual.
- e. Harvest information should be available as a daily dashboard for managers.

Task 3: Hunter Safety Education and Certification Module

The Contractor must analyze, design, develop and unit test a Hunter Safety Education and Certification Module.

The DOW requires all first-time hunters to pass a hunter education course before purchasing a regular hunting license. The hunter safety education and certification module will allow students to find and schedule classes, allow instructors to post course schedules and update course status, and issue certificates for students. This module will incorporate all the administrative functions necessary to manage course scheduling and materials distribution, student grading and certificate issuing, and include instructor training metrics.

Instructors will print registrations and certificates prior to class for those students who are pre-registered. Students will come to class and be validated against the instructor's list. Upon successful completion of the course, the instructor will sign and date the certificate and the student will be eligible to purchase their license. The instructors will then update each student's record immediately in the system as passed or failed.

All historical information must be incorporated into system.

A. Hunter Safety Education and Certification Requirements

1. This module must integrate with the automated licensing and permitting module to verify that a first time hunter has successfully passed a hunter education course.
2. The module must also allow DOW staff to search historical records and determine if the customer has taken and passed a hunter education course in the past. When and if located DOW staff can update the customer database with the appropriate certification so the customer can print a certification card.
3. Prior to implementation of the new system the "historic students" without current Customer Numbers should be matched up with the current Customer data using DOB, Name, etc.
4. Customers must be able to access Hunter Safety Education information through:
 - a. The DOW Call Center (1-800-Wildlife) – Call Center staff must be able to process Hunter Safety Education transactions.
 - b. Internet – a student or instructor must be able to process Hunter Safety Education transactions through the system.
 - c. All functionality of hunter education student registration as well as instructor course creation and management must be developed to be mobile ready for smartphones as well as tablets running Android and IOS operating systems.
5. The Contractor must provide secure web-based interfaces that can be accessed by students, instructors, and DOW personnel. The web interface must be easy to use, provide consistent navigation, be mobile ready, and be constructed to operate efficiently.

Task 3: Hunter Safety Education and Certification Module

6. The Contractor must use existing course identification numbers for existing courses.
 - a. The unique course identification number is the primary identifier that links courses to instructors and students.
 - b. As new courses are developed, the system must create a new identification number.
 - c. New course identification numbers must be in the same format as existing course numbers.
7. The system must maintain instructor information. For approximately 3,200 instructors currently in the education database that will include:
 - a. Courses that they are eligible to teach.
 - b. Demographic information about the instructor.
 - c. Number of hours they have taught.
 - d. Already-assigned instructor numbers.
8. For new instructors, the system must create a unique identification number. The instructor number will be used as the primary identifier to associate instructors to courses.
9. New instructors must be entered in the customer database and the customer ID will be the assigned instructor number.
10. The system must track requests and delivery status for Hunter Safety Education instructional materials. The DOW will be responsible for producing and distributing these materials.
 - a. System must allow instructors the ability to order supplies and materials
 - b. Completed orders will be emailed to the DOW processing center
 - c. System must allow DOW fulfillment center to track and update order status.
11. At the end of a course, the student will receive a certificate confirming that they successfully completed the course. The information on a student certificate must fit on 8½ by 11 paper. See **Supplement T-3.1 Hunter Certification Document** for an example of the certificate.
12. For walk-in students or students who have no registration, the system must include a temporary certification process to allow the student to purchase their hunting license upon successful completion of the course.
13. The system must allow entry of walk-in students by instructors or through a batch processing data entry portal.

B. Internet functionality for Hunter Safety Education students must include, but not be limited to:

1. Search course offerings based on a county map with open courses.
2. Or open courses within a selected distance from the student's zip code or addressed based
3. If all courses are full within the search criteria the system must indicate all courses full.
4. If there are no available courses based on the search criteria the system must indicate no available courses at this time.
5. The student enters required student information.
6. System displays student course history

Task 3: Hunter Safety Education and Certification Module

7. If the student has registered for a course the system will present the course information.
8. Notify student if the selected course is a multiple registration,
9. Allow only one active registration for a student per course type.
10. Provide e-mail confirmation of course registration/un-registration if student requests,
11. Provide detailed location information of the facility used for the training
12. Search and reprint the confirmation within the hunter education registration web site.
13. Print or request safety education certificates or duplicate certificates,
14. Apply for certification to become a Hunter Safety Education Instructor, and
15. Update personal information.

C. Internet functionality for Hunter Safety Education Instructors and DOW staff must include, but not be limited to:

1. Creating, Scheduling or updating courses,
2. Course information to include:
 - a. Dates and times,
 - b. Type of course,
 - c. Instructor name,
 - d. Course location,
 - e. Course size, and
 - f. Instructor contact information
3. Viewing, updating, and printing the roster of student information for scheduled courses,
4. The instructors should have the ability to send a group email to the students on their course roster. In order to accommodate all email clients the instructors should have a "copy all email addresses" button etc.
5. Entering and updating student progress and pass/fail information,
6. Registering and training new instructors,
7. Initiating new courses and clinics within a set time limit
8. Display courses to students within set time limit. Instructor can set number of days prior to the course date that student can register.
9. Providing e-mail confirmation for course creation – send to DOW and instructor
10. Ordering course materials and supplies,
11. Issuing Hunter Safety Education course completion certificates, and

Task 3: Hunter Safety Education and Certification Module

12. Printing or requesting certificates or duplicate certificates.
13. Instructor must be able to enter date-based tracking of Chief Instructor and Assistant Instructor hours for preparation time, class time, and travel time as required by Federal Aid in-kind reporting.
14. Each instructor will be required to enter daily activity for each course and at the conclusion of the course an instructor activity report will be printed with the course completion report.
15. The instructor should have the ability to check a box to have all instructors use electronic submission of the Completion Report.
16. To use the electronic submission completion report all instructors must log into the system and electronically enter their daily course hours.
17. If the box is not checked, then signatures on the hard copy of the Completion Report are required by all instructors participating in the course. These hard copies will be mailed to the Outdoor Education section. **Supplement T-3.2 Hunter Course Completion Report.**

D. Hunter Safety Education Student Registration Forms for Hunter and Trapper Education Courses must include:

1. Student Information:
 - a. Last Name
 - b. First Name
 - c. Middle Initial
 - d. Address
 - e. City
 - f. State
 - g. Zip
 - h. County of Residence
 - i. Telephone Number – opt out if no phone number
 - j. Email address – opt out if no email
 - k. Gender
 - l. Age
 - m. Race – this section must allow the student to select from:
 - Caucasian,
 - African American,
 - Hispanic,
 - Native American, or
 - Asian/Pacific Islander.
 - n. Date of Birth
 - o. Preferred Language
 - p. Questions to include:
 - Does anyone in your family hunt? (yes/no)
 - Are you taking the course so you can buy your first hunting license? (yes/no)
 - Handicapped? (yes/no)
 - q. Course Completion Date - Student Certified (yes/no)
 - r. Exam Grade

Task 3: Hunter Safety Education and Certification Module

2. Instructor Information:
 - a. Last Name
 - b. First Name
 - c. Middle Initial
 - d. Instructor Number

E. Clinics - The system must maintain information on clinics. The ability to add Courses and certification for instructors should be possible.

1. Species-specific Clinics:
 - a. Deer Clinic
 - b. Turkey Clinic
 - c. Dove Clinic
2. Weaponry-specific Clinics:
 - a. Rifle
 - b. Shotgun
 - c. Handgun
 - d. Archery/Bow

F. Hunter Safety Reporting Requirements

1. Hunter Safety Instructors must be able to generate a final report that shows that a course has been completed. Page 1 of the final course report must include:
 - a. Chief Instructor information:
 - Name
 - Number
 - Address
 - City
 - State
 - Zip
 - Phone Number
 - b. Assistant Instructor Number,
 - c. Assistant Instructor Name,
 - d. County where held,
 - e. Course Location,
 - f. Course Identification Numbers,
 - g. Public or private course,
 - h. Session Dates,
 - i. Total Students Registered,
 - j. Total Hours Students attended,
 - k. Exam Date,
 - l. Total Students Tested, and
 - m. Total Students Passed.
2. Page 2 - Detailed activity report of Hours for each instructor.
 - a. Daily Instructor preparation time,
 - b. Daily Instructor travel time,
 - c. Daily Actual instruction time.
3. Student-specific reports must include but may not be limited to:

Task 3: Hunter Safety Education and Certification Module

- a. Student rosters by course,
 - b. Annual student's completion report
 - c. Annual student's completion report by county.
 - d. Annual student's completion report by month
4. Instructor-specific reports must include but may not be limited to:
 - a. Title of course,
 - b. Instructor roster,
 - c. Instructor roster by district,
 - d. Instructor roster by county,
 - e. Instructor mailing labels by district and county, and
 - f. Instructor hours total & by fiscal year
 5. Course-specific reports must include but may not be limited to:
 - a. Course final report,
 - b. Course listing by county, and
 - c. Full course (to prevent scheduling too many students in a future course that has already met its capacity).
 6. Signature lines will be required for all instructors (chief & assistant). Printable online forms that include multiple signature lines will be required. Online submission of final report can be completed if all instructors enter daily activity hours on line.

G. Non-registered or Walk-in students.

1. In a number of instances hunter ed courses may not have some or all students pre-registered or some portion of the class are walk-ins on the day of the course
2. The system must be able to either allow instructors and or DOW call center employees an easy way to register the student prior to the class beginning.
3. If online registration is available a student taking the course may register if given a code by the instructor to register after the course has started.
4. For courses that have no way to pre-register students a manual paper process must be used.
5. Once the course is completed the instructor will send the paper forms with a course closeout report to DOW.
6. DOW will utilize and special web site optimized for student entry to add students to the course roster and update the student record.

H. Facilities

1. The system must have the ability to search and reconcile duplicate facilities.

I. Certification types:

1. Certification types will include but are not limited to :
 - a. Hunter Ed
 - b. Trapper Ed
 - c. Turkey Clinic

Task 3: Hunter Safety Education and Certification Module

- d. Deer Clinic
- e. Bow Hunter Education
- f. Training
- g. State Fair
- h. Other

J. Supplies and materials

1. Allow the instructors to “write-in” multiple items.

K. Course Roster

1. **Supplement T-3.3 Hunter Course Roster Report** shows an example of the course roster.
2. Walk-in of non-registered student must be grouped or identified on the report.

Task 4: Special Event Lottery Drawing and Distribution Module

The Contractor must analyze, design, develop and unit test a Special Event Lottery Drawing and Distribution Module.

The DOW conducts controlled hunting and fishing lottery drawings for which the number of customer permits are limited. Customers must submit applications for these events online or via mail using prescribed DOW forms. For each event, a drawing is held to determine permit winners. Winners are responsible for purchasing any other licenses and permits required to participate in the event. Example of the most common lotteries, number of applications and success rate are list in **Supplement T-4.1 Controlled Hunt Applicants and Odds**. Example of mail in applications can be found in **Supplement T-4.2 Youth Mail-in Lottery Application** and **Supplement T-4.3 Adult Mail-in Lottery Application**.

A. Special Event Lottery Module Requirements

1. The system must allow DOW staff and customers to process Special Event Lottery transactions through the public-facing website.
2. The system must permit DOW Call Center (1-800-Wildlife) staff to process Special Event Lottery transactions (mail-in) on behalf of a customer.
3. Most lotteries are partner events and the system must collect information about both the applicant and partner during the application process.
4. Applicants and partners must supply an email address and or phone number for follow-up communications.
5. The system must be able to verify the applicant and partner have appropriate licenses and or permits to process the application.
6. Applicants and partners that do not have the appropriate license and permits for the event will be routed to the licensing module to complete the requirements and then returned to the event application process.
7. A partner can also apply as an applicant.

Task 4: Special Event Lottery Drawing and Distribution Module

8. Applicants can only apply once for an event.
9. Duplicate applicants will have all applications removed and point values will be set to the lowest value.
10. Partners can be aligned with more than one applicant and will not be considered duplicates.
11. A successful applicant or partner can only attend the selected event once in a season.
12. Applicants and or partners selected to attend an event more than once in a season will be assigned the first winning date. The other winning date will be returned to the lottery pool for next in line applicant.
13. The system must provide a random selection algorithm for determining lottery winners.
14. The system must allow DOW the ability to assign a point value (event constant times years applied) to each event lottery applicant based on past application history.
15. Point values will be managed at DOW discretion based on lottery event and customers past drawing history.
16. Winners will be set back to the lowest point value after a successful selection.
17. For the purpose of calculating point values both applicants and partners will be treated alike. If not selected then the point value is increased for the next season draw.
18. The random selection algorithm will be applied to customers grouped with the highest total point value first. Any leftover event dates will be randomly selected from the next highest point value.
19. The system must allow DOW the ability to assign all or some of the following parameters to the winning applicant:
 - a. Date of event
 - b. Time Duration
 - c. Facility
 - d. Parking area
 - e. Specific Area (blind, sector, filed, etc.)
20. DOW will develop an electronic permit packet for each event
21. Successful customers will be notified within one week of the drawing and permit packets will be available online, at district offices, or via mail 1 week prior to the event date. This will allow for changes to the event venue.
22. Permit transfers will be allowed based on the event type:
 - a. For high demand quality events a transfer must be processed online by the applicant. For applicants without online access the DOW call center can process the transfer. The applicant will transfer the event back to DOW. The applicant and partner will be set back to a no draw status and DOW will assign the permit to the next lottery applicant.
 - b. For all other events the applicant can transfer the permit using the transfer documents in the permit packet. Events using these types of transfers will have no point values

Task 4: Special Event Lottery Drawing and Distribution Module

accumulated (event constant will be 0). All licensing requirements must be met to participate in the event.

23. Successful applicant and partners that do not show for an event will be removed from the next year's event drawings and point values will be set to the lowest value.
24. At the conclusion of some events a survey will be required. The survey will be online or DOW call center can complete the survey for customers without Internet access or permit packets will have a paper copy that can be mailed.
25. Surveys not completed within 60 days of the event will remove the applicant and partner from next year's event drawings.
26. Customer records must contain a history of the events the applicant or partner has been involved in. These records will include:
 - a. Event type
 - b. Event type year
 - c. Accumulated point value
 - d. Survey completed
27. The system must provide DOW staff with a mechanism that makes the winners search interface active after a lottery's results have been reviewed and verified.
28. The system must allow DOW staff the ability to setup and manage all parameters associated with and event. This would include but not limited to the following:
 - a. Date, time, location, parking lot, facilities, sectors, areas, blinds.
 - b. Develop and manage permit documents as part of the permit packet.
 - c. Add scanned or digital images of maps showing event details.
 - d. Include Word files with event instructions, closure surveys, and transfers documents.
 - e. Printed permits or images must be generated from the event information supplied and be modifiable in real time.
29. Customers must be able to query the Special Event Lottery database to determine whether they won a lottery permit by entering identifying information such as their name, date of birth, and zip code.
30. Customers must be allowed only one entry for each event.
31. The system must first identify the customer and determine their eligibility to participate in an event before allowing them to submit an application for a lottery.
32. Permits for lottery events will be generated by the system and mailed or emailed to the winners.
33. DOW must be able to produce roster reports for the special event lottery drawings.

Task 5: Memberships and Publication Tracking Module

The Contractor must analyze, design, develop and unit test a Membership and Publication Management Module.

Task 5: Memberships and Publication Tracking Module

The system must allow the DOW to provide improved availability and flexibility in distributing its publications and selling memberships (includes the Wild Ohio magazine). Distribution of these materials is important to maintain a good relationship with the agency's customers.

The Contractor will not be responsible for producing, maintaining, or managing the content of DOW publications and magazines.

A. Customer Management functions:

1. The system must access customer information to identify the customer. Search criteria must include but may not be limited to:
 - a. Customer Number.
 - b. Name, birth date, and last 4 digits of SSN.
 - c. Ohio Driver's License Number.
2. If the customer is not on file or demographic information is incorrect, the system must prompt the user to modify the customer information.
3. The system must permit a customer to request an e-mail confirmation for the processed transaction. The confirmation must include:
 - a. Customer name.
 - b. Shipping address.
 - c. Item(s) requested.
 - d. Quantity of each item.
4. DOW must be able to:
 - a. Modify requests for publications and Memberships,
 - b. Maintain accurate subscription lists, and
 - c. Delete customers from a publication and Membership lists.

B. Publication ordering and distribution Requirements

1. The system must provide web-based interfaces for customers and DOW Call Center Customer Service Representatives that include: Publication ordering will not be available at agent sites.
 - a. Customer Interface – allows customers to access publications for “On-demand print”, direct Email, or direct order from DOW.
 - b. Customer Service Representative Interface – allows Customer Service Representatives to process a customer request for a publication when the customer has called, emailed, or mailed a publication request form to the DOW Call Center (1-800-Wildlife).
2. As appropriate for the type of publication ordered, the system must:
 - a. On a daily basis electronically transmit non- “On-demand print” publication orders to the DOW warehouse for fulfillment.
 - b. Allow the customer to print publications that are “On-demand print”
 - c. Allow DOW Service representatives to take and process publications orders over the phone, via email, or US mail.
 - d. Print mailing labels for publication orders that includes a list of fulfilled items.
3. Currently, publication requests are filled at no charge to the customer. The system must provide the flexibility for the DOW to begin charging a fee for publications and subscriptions during the term of the Contract. Publication for purchase will be placed in the DOW Internet store.

Task 5: Memberships and Publication Tracking Module

4. The system must also allow DOW the option of limiting the number of non- "On Demand" publications a customer can request in a single transaction.

C. Membership purchasing and distribution Requirements

1. Memberships will be offered as an item on the Internet license sales path, at agent license sales path, as a DOW store item, or through the DOW call center.
2. Memberships will be linked to the type of license the customer either has or is purchasing.
 - a. Half price if the customer owns or is purchasing DOW specified licenses and or permits.
 - b. Full price for all mailed membership requests and no license buyers.
 - c. Multi-year memberships will be priced based on years purchased up to 3 years.
3. Free License holders will only be offered the full price subscription.
4. Paid subscription will be valid for up to 3 years (in 1 year increments) from the date of purchase.
5. New subscriptions and renewals will be fulfilled by forwarding a subscription file each month to DOW for processing with fulfillment contractor.
6. No refunds will be honored for customers that purchase a full price subscription and then later purchase hunting or fishing license. All sales paths will have pop-ups or message boxes informing customers of this rule. Data rules will control the display of the available membership subscription.
7. The License internet and agent path will only offer memberships to the customer purchasing the license or permits. No alternate address for fulfillment will be offered going down these paths.
8. Customers can assign an alternate name and mailing address to each individual membership if purchased through the DOW internet store or via the DOW call center. Not available through the Agent or Internet License path.
9. Alternate name and address memberships can be flagged as a gift with notification of the sender if desired.
10. Alternate name and address membership customers will be maintained as a separate non opt-in customer and not subject to identification rules. The customer sending a membership to another person must meet identification rules.
11. The DOW store or DOW call center will allow customers to extend, renew, or cancel individual memberships associated with their customer record.
12. DOW will set the types of memberships available and the rules and requirements for the purchase of each membership without contractor intervention.
13. Based on the business rules for purchase full price memberships will be the default displayed item. Reduced price memberships will display only when annual hunting or fishing licenses have been purchased or checked to be purchased. DOW will specify and be able to control the license type that will trigger the reduced cost memberships.

Task 5: Memberships and Publication Tracking Module

14. DOW will have the ability to generate a mailing list with the current active memberships to mail any all promotional items as needed.
15. Thirty days prior to a membership expiration an email will be sent to notify the original purchaser that the membership is about to expire and link them to the DOW store or the Internet license path to complete a renewal process. Renewals will be treated as a new purchase and all business rules for reduced cost memberships will apply.
16. The mailing file will flag all memberships that are within 30 days of expiration.
17. All memberships without an email address that are 30 days past expiration will be sent a 1 time post card reminder to renew,

Task 6: Law Enforcement Integration Module

The Contractor must analyze, design, develop and unit test a Law Enforcement Integration Module.

The system must provide DOW law personnel with improved access to customer information. This will require the integration of the system modules so that law enforcement staff are able to obtain detailed transaction records for a specific customer as well as summary information for multiple customers at the local and regional level.

A. Law Enforcement Integration Module Requirements

1. Arrest and citation information must integrate fully with the other system modules.
2. The system arrest and citation solution must include fields for all information on the current citation form. A sample entry screen is included in **Supplement T-6.1 Data Entry Screen for Citations** of this proposal.
3. Historical arrest report data must be converted and linked to the master customer file.
4. Law enforcement, clerical, and administrative personnel with appropriate permissions must be able to view DOW citations via a secure Internet connection.
5. Law enforcement officers must be able to validate and identify customers, licenses, and permits through access to the system database,
6. DOW personnel must be able to prevent the sale of licenses to select customers with poor arrest records or revoked licenses.
7. The system must allow a law administrator the ability to put a watch on a specific customer record and the system must send an e-mail notification to that enforcement officer when that customer with a poor arrest record or revoked licenses attempts to purchase a license.
8. Law Enforcement Administrators must be able to add and set permissions for new cadets and modify records for existing law enforcement officers.
9. Law administrators must be able to add and edit new citation entry codes (violation codes, officer names, courts, etc). DOW will supply table values for violation codes, arresting officers,

Task 6: Law Enforcement Integration Module

and court codes. (**Supplements T-6.2 Arrest Report Violation Codes, T-6.3 Arresting Officers, and T-6.4 Arrest County Courts.**)

10. Arresting officer and assisting officer names should be in a drop down entry list in alpha order. Entry of the officer in the drop down box will force the display of only those officers that match the left to right entry.
11. The Violators Compact System will be used to identify customers with revocations of licenses or permits and this information will be used to update the license status of customers.
12. Interfacing with the National Violators Compact System information will continue to be a manual process. FTP from Violators Compact and then FTP to the master data file. DOW will determine frequency. **Supplement T-6.5 Violators Compact File Layout** contains file format of violator compact.
13. The contractor must work with Law staff to finalize the layout and business rules for violator customer match criteria (last name, DOB, last 4 of SSN; last name, first name, DOB; etc).
14. For existing customers the contractor will update the customer record with associated revocations (hunt, fish, deer, turkey, all, child support) and include the beginning and ending date of the revocation.
15. For new customers the contractor solution must search the violator compact data to determine if the new customer has a revocation.
16. Law enforcement staff and personnel with appropriate permissions must be able to enter and track license and permit revocations issued by DOW, the Violator's Compact system, and the Ohio Department of Job and Family Services (JFS).
17. Citations requiring license revocation must be maintained in the database and the master customer record must be updated to prohibit further purchases of licenses and suspension of existing licenses and permits for the duration of the revocation. The majority of revocations will be completed using the Violator Compact Data.
18. Contractor will be required to work with DOW and ODNR law enforcement staff to determine the most secure and efficient process for direct real time access to the replicated server. This will allow dispatch operators on-screen access to the replicated database. Contractor is not responsible for developing programs (queries and screen displays) run across this connection.

B. Citation and Revocation Reporting Requirements

1. The system must provide standard report formats that allow users to set various parameters (set date range for citations and or revocations, type of revocation, type of citation, county of citation, court system, etc.) for generating the reports. Some current Cognos Arrest System Reports are included in **Supplement T-6.6 Arrest Report Examples** of this proposal.
2. Officers must be able to generate ad-hoc searches and reports by pulling information from the licensing and permitting module and combine it with the game check module and arrest and citation module.

Task 7: Specialty Permits Tracking and Workflow Module

The Contractor must analyze, design, develop and unit test a Specialty Permits Tracking and Workflow Module.

Scope: The system will allow DOW staff to offer specialty permit applications be submitted, reviewed, approved, and paid for online. Included in this module will be the processing of payments for the permits as well as necessary workflow for review and approval. The Contractor will need to review (analyze) the packet of selected permits and design a web based system to capture, process, and track the individual permit. The system must also be designed so that DOW staff can easily enter and track any specialty permit submitted in paper form.

Functional and technical requirements:

DOW has placed each specialty permit in to one of three workflow tiers. Tier 1 permits can be completely fulfilled online by the customer and involve no workflow for DOW. Tier 2 permits will require a level of review and approval by DOW and the workflow will allow for tracking and managing each step in this process. Tier 3 permits will require review and approval as well as report submission and the ability for scanned or electronic documents be attached to the permit workflow. All tiers will allow for the collection of permit fees as well as transactions fees if applicable.

A. Tier 1 Permits

Including but not limited to the following - each can be found in **Supplement T-7.1 Tier 1 Specialty Permits:**

- a. Nuisance Wild Animal Control Operator License
 - b. Nuisance Wild Animal Control Operator Certification (requires passing test)
 - c. Bait Dealer
 - d. Commercial Fish Wholesale
 - e. Ginseng Dealer
 - f. Commercial Bird Shooting Preserve
1. Tier 1 online workflow for each permit will include:
 - a. Entry of required information as defined on the permit application form.
 - b. Payment of permit fee including any transaction fees.
 - c. Printing of Permit.
 2. Tier 1 paper submission to DOW workflow:
 - a. DOW will enter all paper submissions.
 - b. Same entry requirements as online application (can use web based entry).
 - c. Paid fees will be tracked and revenue transmittal generated for payments.
 - d. Use same print template.
 - e. DOW responsible for deposit of funds.
 - f. DOW will complete al fulfillment of permits (print and mail).

B. Tier 2 Permits

Include but not limited to the following - each can be found in **Supplement T-7.2 Tier 2 Specialty Permits:**

- a. Aquaculture
 - o Class A
 - o Class B

Task 7: Specialty Permits Tracking and Workflow Module

- b. Wild Animal Propagation
 - o Commercial
 - o Non-Commercial
 - c. Captive White-tailed Deer
 - d. Fur Dealer
 - e. Wild Animal Food Tag Approval
 - f. Wild Animal Hunting Preserve
 - g. Dog Training Grounds
 - h. Falconry Capture
 - i. Falconry
 - j. EPAPV
 - k. Boat Stake
 - l. Raptor Propagation
 - m. Special Hunts
 - n. Field Trials
1. Tier 2 online workflow will include:
 - a. Customer enters required information as defined on application form.
 - b. Submission to workflow. Notification of DOW personnel of application submission.
 - c. DOW personal review, inspects, and approve as needed.
 - d. Email DOW approval.
 - e. Permit now becomes available for customer payment.
 - f. Payment of permit fee made online and includes any transaction fees
 - g. Printing of Permit
 2. Tier 2 paper submission to DOW workflow:
 - a. Applicant completes application form and submits to DOW.
 - b. DOW will enter all paper submissions.
 - c. Same Tier 2 entry requirements.
 - d. Customer submits payment with application..
 - e. DOW personal review, inspects, and approves as needed.
 - f. DOW prints permit and sends.
 - g. Paid fees will be tracked and revenue transmittal generated for payments.
 - h. Use same print template.
 - i. DOW responsible for deposit of funds.
 - j. DOW will complete fulfillment of permits.

C. Tier 3 Permits

Include the following and each can be found in **Supplement T-7.3 Tier 3 Specialty Permits**:

- a. Scientific Collection
 - b. Education
 - c. Bird-Banding
 - d. Commercial Fishing
 - e. Trotline
 - f. Wildlife Rehabilitation
 - g. Lake Erie Fishing Guide Permit
1. Tier 3 online workflow will include:
 - a. Customer enters required information, creates customer account, and includes e-mail.
 - b. System must allow for acceptance of optional scanned documents.

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- c. Non-scanned additional paper documentation and or reports submitted using customer number.
 - d. Customer will update online application to indicate all paper work has been submitted.
 - e. Once all documents are received DOW will submit application to workflow.
 - f. DOW personnel review, inspect, and approve as needed.
 - g. Email DOW approval
 - h. Permit now becomes available for customer payment
 - i. Payment of permit fee including any transaction fees completed online.
 - j. Once payment is received permit can be printed.
2. Tier 3 paper submission to DOW workflow:
 - a. DOW will create customer account from submitted paper forms.
 - b. Customer submits payment – check.
 - c. Additional paper documentation and or reports submitted.
 - d. Once all documents are received submission to workflow
 - e. DOW personal review, inspect, and approve as needed.
 - f. DOW prints permit and sends to applicant
 - g. Paid fees will be tracked and revenue transmittal generated for payments.
 - h. Use same print template.
 - i. DOW responsible for deposit of funds.
 - j. DOW will complete all fulfillments of permits.

D. All tiers

1. Require specific input information pertaining to the applicant including but not limited to:
 - a. Full name of the applicant
 - b. Address
 - c. City, State Zip
 - d. SSN (If required by law) else last four digits of SSN
 - e. DOB
 - f. Phone number
 - g. Email address of applicant
 - h. Email address (if applicable) to send confirmations and image of permits
2. Require specific information about the business (if applicable) including but not limited to:
 - a. Business Name
 - b. Address,
 - c. City, State Zip
 - d. Tax Identification (TI) number / SSN if required by law
 - e. Business owner
 - f. Type of business
 - i. LLC
 - ii. Sole proprietor
 - iii. Corporation
 - iv. Government
 - v. Non Profit
 - g. Contact Phone number
 - h. Business Phone Number
 - i. Contact Email address

Task 7: Specialty Permits Tracking and Workflow Module

3. Each permit may also have additional required information as defined specifically in the associated Tier Supplements. Customers must be assigned a Customer ID number if they are not already in the system.
4. Each permit will require a link to specific information about the needed qualifications and or laws applicable to that permit. This information will be supplied by DOW and should be set up so that DOW can modify as needed and without contractor intervention.
5. Regardless of the tier each permit must be printed according to the business rules (templates) supplied by DOW.
6. Print templates must be setup such that DOW staff can modify static text and graphics without contractor intervention. All templates will be printable on 8.5 by 11 paper stock.
7. The system must allow for renewal of permits as well as capturing any legacy permit numbers.
8. Permit information will be searchable by:
 - a. Permit number.
 - b. Business name
 - c. Applicant last name, DOB, and last 4 of SSN.
 - d. Business owner TI/SSN
 - e. Business owner last name, DOB, last 4 of TI/SSN
 - f. Legacy permit number.
9. Permits can be multi yearly renewable as well as having variable expiration dates.
10. If an e-mail is supplied the permit will be emailed and designed such that the permit can be carried on a mobile device. All permits will have the option of being printed and in some cases printing will be required.
11. The system must auto-generate an annual reminder email to the customer two months prior to the expiration of their permit or report due date notifying them it is time to renew/report. Content of the email will be supplied by DOW staff and should be set up so that DOW staff can modify as needed and without contractor intervention.

Supplement T-7.4 Permit Metrics lists each permit and the annual number issued in 2014 as well as any subsequent permit fees.

Task 8: Administrative Management and Customer Portal

The Contractor must analyze, design, develop and unit test an Administrative Management and Customer Portal Module.

A. DOW System Administration

Supplement T-8.1 Main Menu Selection Items displays broad areas that must be available for DOW management.

1. The system must support DOW administrative functions and allow DOW staff direct and real time access to the database.

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2. At minimum and with DOW approval access to the administrative module will be role based and secured with a user name and password security structure.
3. Any changes to the database must be logged and tracked to username, and date and time stamped.
4. Certain administrative screens will display Confidential and Personal Information (CPI includes DL, SSN or banking information displayed in conjunction with a first and last name) and anytime these screens are displayed the system must log the user name and data and time of the display.
5. The system must minimize CPI display or printing and limit employee access based on DOW login defined credentials.
6. The proposed system must be able to send html e-mail confirmations, e-mail reminders e-mail notifications, email event notifications, and text confirmations to customers, License Agents and DOW personnel. The events that will trigger these e-mails and texts will be determined during the design phase of the project.
7. The system must have a suite of standard reports that can at minimum be run nightly to include but not limited to
 - a. Year to date license and permit sales
 - b. Year to date harvest data by DMU and or county
 - c. Agent sales summary reports
8. The system administrator activities that can be accomplished through this interface must include but not be limited to:
 - a. Managing customer records and profiles,
 - b. Performing License Agent tasks including:
 - i. Managing transactions,
 - ii. Managing inventory,
 - iii. Managing supplies, and
 - iv. Managing voids,
 - c. Updating product and license fees,
 - d. Updating dependency tables,
 - e. Managing system maintenance including informing DOW 24 hours in advance of:
 - i. Scheduled server maintenance, and
 - ii. Server failover,
 - f. Managing Help Desk requests and tracking.
 - g. Managing state wide functions and reports. See Supplement T8.9 State Management shows some existing menus and screens for state management.

B. License and Permit Administration

Supplement T8.2 Agent Menus shows some existing menu items and screens for agent management. **Supplement T-8.3 Customer Menus** shows some existing menus and screens associated with customer management. **Supplement T-8.4 License Search** shows some existing menus and screens for setting up and managing licenses (privileges).

1. DOW system administrators must be able to:
 - a. Reprint a specific transaction within a designated timeframe,
 - b. Issue a license that can be printed at any specified sales location,

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- c. Void licenses at the License Agent location. The system will support a maximum time increment for voids and the flexibility to modify the time increment by License Agent location (the current increment is 15 minutes),
 - d. Lock out a License Agent who is in default of payment or is not in compliance with DOW policies and procedures, and
 - e. Individually manage the number of licenses and tags available for sale for a specific animal, over specific time periods, and with a geographic boundary (i.e., zone, county, DMU).
2. The system solution must include a web-based global Licensing Administrative interface through which designated administrators can update customer, License Agent, and transaction information without contractor intervention.
 3. License Agents must be able to communicate with System Administrators about system or sales problems and to provide comments.
 4. The system must allow DOW system administrators to communicate instantly with License Agents through:
 - a. Broadcast messaging, and
 - b. License Agent-specific private communications.
 5. After system implementation, without Contractor involvement, DOW must be able to
 - a. Define dependencies among licenses and permits to comply with Ohio Law,
 - b. Set flags that will allow combining licenses onto a single form when appropriate,
 - c. Retrieve and update customer profiles and retrieve customer transaction history
 6. The Admin module must be web-based with a mobile device form factor.

C. Game Check Administration

Supplement T8.5 Harvest Search shows some existing menus and screens for managing game harvest records.

1. Game Check Module Administration must allow DOW staff with appropriate permissions to identify and modify harvest records. DOW will determine specific edit fields.
2. When a harvest record is modified, the system must log the modification, username, and date/time.
3. The administration module must allow for the search of harvest records based on customer, date/time, county, DMU, and phone number used to check game through IVR. Results must be linked to specific customer.
4. Administrators must be able to print and email game check receipts.

D. Hunter Safety Education Administration

Supplement T-8.6 Hunter Ed Module shows some existing menus and screens for managing the hunter Ed module.

1. DOW staff with appropriate permissions must be able to:

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- a. Add, manage and control instructor access to the system.
- b. Schedule courses.
- c. Track students from enrollment through certification.
- d. Manage course registration and fees.
- e. Enroll instructors.
- f. Track instructors from their enrollment in the instructor academy through their completion of course offerings or clinics.
- g. Track instructor awards.
- h. Document student progress and course completion.
- i. Document student course grades.
- j. Produce print-ready safety education certificates and reports.
- k. Allow updating of student profile information.
- l. Allow for a web based data entry portal to enter walk-in or non-registered students after close of course.
- m. View an audit trail of changes to an education safety record to include at a minimum:
 - i. The User ID of the person who made the change and
 - ii. The date and time of the change.

E. Lottery Management:

Supplement T-8.7 Lottery Management shows some existing menus and screens for lottery management.

1. Administrators must be able to setup, manage, and initiate each lottery without contractor intervention.

F. Memberships and Publications:

1. Administrators must be able to add, change, or delete individual membership
2. Extend memberships.
3. Modify the "sent to" address of a membership.

G. Law Enforcement Management:

Supplement T-8.8 Law Enforcement Management shows some existing menus and screens for law enforcement management.

1. Administrators must be able to add to each table lookup list without contractor intervention. This includes courts table, violations types, and officers.
2. Administrators must be able to redact and or expunge a citation record.
3. System must allow for secure FTP of Violator Compact data on a routine basis

H. Specialty Permit Administrative Management

Task 8: Administrative Management and Customer Portal

1. With appropriate permissions, DOW staff must be able to monitor and update all stages of the application process through permit approval and revenue collection.

I. Customer Services Portal:

1. Contractor must develop and support an online portal to include but not limited to the following services:
 - a. Sell License and Permits.
 - b. Access Game Check history.
 - c. Access past year's license and permit history.
 - d. Sell memberships and Legacy Stamps on license and permit path
 - e. Accept donations (any amount with max) on permit path
 - f. Complete game check transactions.
 - g. Support hunter education student registration.
 - h. Allow hunter education student registration management (Add, change, delete).
 - i. Print hunter education certification certificate.
 - j. Manage personal information excluding confidential fields (address, physical characteristics, email address, etc.) .
 - k. Apply for lotteries.
 - l. Look up lottery results and print lottery permits and instructions.
 - m. Manage memberships (extend, renew, gift, alternate address, etc.).
 - n. Search, view, and/or save "on-demand" publications (links to documents managed by DOW in the Administrative Module)).
 - o. Order DOW fulfilled publications (books, CDs, etc.).
 - p. Sell gift certificates.
 - q. View gift certificate balances.
 - r. Register for DOW events.
 - s. Order durable Wildlife ID card.
2. The portal should allow for a single checkout and payment process. (e.g.: Check out cart) however, multiple transactions may be combined into a single payment.
3. The portal will allow customer satisfaction surveys based on DOW needs, timing, and customer focus. DOW must be able to control the content, timing and answers of specific surveys without contractor intervention.
4. The portal should allow for adding banner advertising without contractor intervention and as approved by DOW.
5. DOW will determine the flow and layout of high level menu items presented to the customer
Example:
 - License and Permit Sales
 - Game Check
 - Hunter Ed Student Registration
 - Hunting and Fishing Lotteries
 - Manage Your OWLS Account
 - Memberships, Legacy Stamps, and Donations
 - Gift Certificates
 - Publications
 - Surveys

Task 8: Administrative Management and Customer Portal

- Portal Question and Answers
 - Register for Wildlife Events
6. The menu items must have detailed hover text or links to explain the options within the menu item.
 7. Menu items may have secondary menus as determined by DOW.

Task 9: Data Conversion and Master File Development

A. General Data Conversion Requirements

1. Historical records from license and permit sales, game check and harvest records, hunter safety education, special lotteries, arrest reports, and magazine subscriptions must be maintained in a transactional form and linked to the system master file via primary keys as part of the data conversion and migration process.
2. The Contractor will be responsible for all data scrubbing and elimination of duplicate Customer records in the master file. DOW will work with the contractor to define the business rules for matching duplicate records.
3. The Contractor will be responsible for any manual data entry, if necessary.
4. Unique customer numbers will be assigned to each customer in the master file. Since the existing system is using 9 digit mod10 generated numbers these existing customer numbers must be maintained in the new system.
5. Duplicate customer records across all permit and licenses events will be converted to a single customer record.
6. Transactional data will be maintained in the system.

B. Sportsperson Licensing, Permitting, and Survey Conversion

1. The Contractor must review existing sport license data, survey data, and customer data from the current database and determine the best approach for converting this information to a master file.
2. DOW has a replicated SQL database of the online transactional system and can be used to create the master data file. Included in **Supplement T-9.1 SQL Tables and Data Types** is a list of the replicated SQL tables.
3. **Supplement T-9.2 Sales and Agent Data Structures** has SQL table layout of existing Agent table as well as License sales tables.
4. DOW also has a detailed database map along with relationships of the various data tables. This is in a VISIO file structure.

C. Game Check Module

Task 9: Data Conversion and Master File Development

1. Data from the existing database must be converted into the new system. Current system database information is included as **Supplement T-9.3 Game Check Data Structure and Data Definitions**.

D. Hunter Safety Education Module

1. Data structure for the existing hunter safety education system can be found in **Supplement T-9.4 Hunter Ed Data Structure** of this proposal.
2. All historical student information will be converted to the new system.
3. All historical instructor information will be converted to the new system.
4. At conversion the automated licensing and permit module will be updated to indicate customers who have passed the Ohio hunter education course. DOW will work with the contractor to determine the fields that can be used to match to existing customer records.
5. The migration and conversion of existing data for the Hunter Safety Education System must retain existing course identification numbers for course records in the education database and the system must retain already-assigned instructor numbers for the approximately 4,000 instructors currently in the education database.
6. Instructors numbers are customer IDs and must be maintained in the new system

E. Citation and Arrest Module

1. Historical arrest report data must be converted and linked to the master customer file.
2. Existing Arrest citations already have a customer number identification. All citations will be added to the new data structure. **Supplement T-9.5 Citation Data Structure** of this proposal details the existing format of this data.
3. Customer records from the master data base will retain any associated linked revocations.
4. The weekly Compact file will be maintained to search when new customers are entered.

F. Publication and Membership Module

1. All Wild Ohio Memberships have an assigned customer number and will be converted to the new data structure. **Supplement T-9.6 Membership Data Structure** of this proposal lists the detailed data structure of the existing tables.
2. Each magazine or publication customer record has an alternative mailing address associated with it. If the customer did not request an alternative address the customer address is used.

G. Special Event Lottery Permit Module

1. Past permit drawing files will be converted to the system.
2. **Supplement T-4.1 to 4.3** this proposal contains details about the annual size and make up of these files.

Task 9: Data Conversion and Master File Development

H. Specialty Permits:

1. Electronic Specialty permit files (access data base, spreadsheets, and text files) will be converted for selected permits as listed in Task 7.

Task 10: Supply IT Hosting and Infrastructure

Scope of Work: The system will be a web based application delivered over the Internet. The application will be maintained and delivered from the central hosting facility. Customers accessing the application via the Internet will be presented with a securely hosted URL. Portions of transactions and some data are considered sensitive in nature and therefore must be encrypted at rest and in transit.

Functional and technical requirements.

A. System Hardware, Software, Supplies, and Hosting

1. The project requires a high availability data center to host the application with a disaster recovery plan developed and tested annually.
2. Cloud computing is an option for supplying IT hosting infrastructure. However, a separate contract with the cloud provider must be approved prior to acceptance of this option. Any cloud computing option must meet or exceed all the requirements of this task.
3. The system must provide redundancy and failover within the high availability data environment. No equipment or application should pose a single point of failure for the system.
4. The Contractor's system architecture must:
 - a. Include tightly integrated databases for all data;
 - b. Provide real-time updates, additions and removal of data;
 - c. Use open architecture to be scalable with respect to business functionality;
 - d. Include physical and functional security;
 - e. Provide a consistent look and feel for all modules;
 - f. Create customer profiles, Identifying and validating customer profiles;
 - g. Uniquely identify users of the system through customer ID numbers for License Agents, hunter safety education instructors, etc.;
 - h. Track, maintain, and report transactions that include revenue collection; and
 - i. Supporting customer-facing interfaces for products and service.
5. The system will be delivered as a web based application and must run smoothly on smart phones as well as tablet devices.
6. A separate development, test, training and production environment must be maintained by the Contractor.
7. The Contractor must assume responsibility for hosting the system as well as maintaining the completed application and maintaining all servers and other equipment on which the system will operate. **Cloud based hosting will require additional and separate contract requirements.**
8. The data center and associated data files must reside in the United States.

Task 10: Supply IT Hosting and Infrastructure

9. All personnel working on the project must reside in the United States (per executive order).
10. The Contractor will provide the State with complete technical documentation of the system design and architecture.
11. The Contractor must supply the necessary architectural design and infrastructure required for the system to function effectively based on the requirements of this proposal.
12. Costs for the Contractor's infrastructure will be itemized on a monthly recurring basis for the duration of the contract. The state will procure no upfront IT infrastructure for hosting.
13. The Contractor must provide integrated normalized databases which will support all technical and functional requirements of the system.
14. The Contractor must ensure that business logic is decoupled from presentation in such a way that it is secured behind a firewall and is not exposed to the outside world.
15. The Contractor must ensure all associated website design follows industry standard security practices for Data reliability, System reliability, Business continuity, and System redundancy.
16. Sensitive data will be encrypted and the Contractor must develop means to reduce the exposure of sensitive data during data entry processes.

B. Hosting Requirements

1. The Contractor's web interfaces must be compatible with a variety of Internet browsers. Browsers include but are not limited to Internet Explorer (IE) version 7.0 and above, Mozilla, Firefox version 2.0, Safari, and Chrome.
2. DOW must approve the public-facing design, presentation and behavior of screens or panes that will be viewed by its customers.
3. The Contractor must be prepared to perform system modifications, content changes, and functionality upgrades as requested by DOW.
4. On the first day of every month, and at any other time as reasonably requested by the State, the Contractor must provide in electronic format the server logs of the State's website activity.
5. The Contractor must not use the contents of any cookies collected from the State's website for its benefit or the benefit of any third party.
6. The DOW must be able to specify fields that require field-specific help.

C. Replicated Data:

1. The Contractor must supply server software (at present MS SQL) to maintain the replication process.
2. The state will supply the server hardware at the SOCC (state terminal end) and a VPN connection point for the contractor.
3. The state will maintain the patching of the system hardware and security infrastructure.

Task 10: Supply IT Hosting and Infrastructure

4. The contractor will coordinate any maintenance and upgrade of the software.
5. The contractor and state will work on a service level agreement to ensure the availability and security of the replicated server.
6. Any confidential and personal information included in the replication process must be encrypted in transit and at rest.
7. The Contractor will work with the state to determine the content of the data that will be replicated.
8. The Contractor will provide the State with detailed server hardware and software specifications necessary to support the replicated process.
9. The replicated server infrastructure will be installed at a location within the state's network.
10. Data replication to this server must occur at least daily.

Cognos BI reporting:

11. The replication process and associated reporting is critical to the overall operation of DOW. The state has an enterprise contract to implement and manage reporting using through Cognos BI reporting software. This contract will be negotiated in the next few months. Depending on the outcome of these negotiations Cognos may or may not be available as a reporting tool. Therefore the state requests a separate line item cost to meet the below requirements to develop a Cognos model of the replicated data set for the purpose of DOW reporting.
12. DOW reports against the replicated data using Cognos BI and the contractor will be responsible for setting up the Cognos model in Framework Manager.
13. The state will supply access to Cognos Framework Manager and will work with the contractor to setup the reporting model.
14. The contractor will not be responsible for Cognos licensing but must agree to access and user policies associated with the State of Ohio network infrastructure and data use.
15. DOW will supply secure access to the Cognos server to set up the model.
16. The Cognos model must deliver published packages that at a minimum will allow DOW staff to process reports as listed in **Supplement T-10.1 Cognos Example Reports**, and **Supplement T-6. Arrest Report Examples**.
17. DOW is responsible for all reports run in Cognos.
18. The replicated server must be tested during the initial go live phase of the project.

D. Backup and Disaster Recovery Requirements

1. The Contractor must provide backup and recovery services for the hosted system.

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2. System backups will be completed nightly and taken offsite on a daily basis.
3. Contractor will develop a disaster recovery plan for the system. The plan will be tested annually at a time selected by the state.

E. Data and System Security Requirements

1. Security must allow DOW to track transactions, at a minimum by Date, Time issued, and Issued by (store clerk ID or other identifier).
2. The Contractor must notify the State via e-mail or telephone of any known security breaches or holes within 1 hour of discovery followed by written notice within 1 day.
3. The system must provide Role and permission based security levels for logging into system (e.g., login ID and password).
4. The system must include a minimum of three levels of security for DOW internal staff including but not limited to System Administration, Law Administrators, and Fiscal Administrators.
5. The State must be able to gain access to the Contractor's facility when necessary and the facility must be accessible to State or federal auditors as well.
6. Ohio's data must be securely segregated from any other customer's data and there must be no instances when another customer's data appears on the Ohio web site or in the Ohio data domain.
7. The Contractor must provide hosting services that adhere to the State's Internet/Intranet policies as found at <http://das.ohio.gov/forStateAgencies/Policies.aspx/>.
8. The Contractor must perform a web application security and application vulnerability test.
9. Additionally, the Contractor must provide the following security services:
 - a. Maintain a secure database of access authorizations by user,
 - b. Periodic review of access logs,
 - c. Review and follow-up of any physical security violations,
 - d. Security clearances for all employees,
 - e. Security surveillance video equipment and devices,
 - f. Environmental controls,
 - g. Utilities, and
 - h. Fire protection.
10. The Contractor must ensure compliance with all established State of Ohio and federal security guidelines and policies at all times. The State's security policies can be found at <http://das.ohio.gov/forStateAgencies/Policies.aspx>.
11. Security Services include physical and logical Security of in-scope Software Application components and data, access protection and other Security Services in compliance with State of Ohio security requirements and applicable regulatory requirements.
12. In accordance with State of Ohio policies and procedures, the Contractor must assist State of Ohio during both internal and external audits and reviews. Specifically, the Contractor must:

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- a. Support, comply and consult with the State of Ohio on all internal and external Security audits and reviews, including providing access to all requested data, systems, resources and facilities.
 - b. Provide recommendations for improving physical and technical Security plans based on the results of conducted audits/reviews within 10 business days of completion of audit/review.
 - c. Document, store and report on any issues found during Security audits and reviews, including any efforts or measures taken to resolve and prevent these issues from reoccurrence in the future. Audits and reviews shall result in “no findings,” or documented conditions of non-compliance, including State of Ohio-approved plans and schedules to ensure compliance.
13. Regarding IT Security SAS 70 Audits, security services are the activities associated with maintaining physical and logical security of all Service components (hardware and Software) and data, virus protection, access protection and other Security Services in compliance with State of Ohio security requirements, policies and all applicable federal, State and local regulatory requirements. The Contractor must submit evidence of annual Statement of Auditing Standards, No. 70 (SAS 70) audits for all facilities related to this engagement. Specifically, the Contractor must:
- a. Provide documented results of SAS 70 audits to the State of Ohio.
 - b. Undergo a SAS 70 (Level 2) audit assessment on an annual basis on all systems involving transactions processed by the OWLS system. The SAS 70 (Level 2) audit assessment must be submitted to the State of Ohio Program Manager, Information System Security Officer (ISSO) and other State of Ohio-designated personnel for review, validation and acceptance.

F. Data Exchange and Interface Requirements

1. Contractor must develop an interface with JFS system to allow for the automated upload and downloads of revocation records from the DOW system database. This will support revocations of recreational licenses in compliance with US Code Title Section 42, 666 as implemented through the ORC and OAC of JFS and DOW.
2. On a routine basis, determined and agreed to by DOW and JFS, the system will forward a file containing license and permit buyer information.
3. On a routine basis JFS will forward a file containing the revocations of DOW clients.
4. From the revocation file the contractor will update each customer record with the revocation begin and end date.
5. Revocations will only be active based on the revocation begin and end date as supplied from the JFS file.
6. Contractor will be required to work with DOW and ODNR law enforcement staff to determine the most secure and efficient process for direct real time access to the replicated server. This will allow dispatch operators on-screen access to the replicated database. Contractor is not responsible for developing programs (queries and screen displays) run across this connection.

Task 11: Help Desk and Support Requirements

A. Functional and Technical Requirements

1. The Contractor must provide a technical help desk to support DOW staff with all aspects and components of the complete system.
2. Help desk services must be adequately staffed with knowledgeable personnel who can provide prompt and accurate information to address system problems.
3. Help desk personnel are not required to respond to any regulatory questions or interpret laws or policies.
4. The help desk will have a single phone number and routing between the contractor and DOW will be automatic.
5. License agent calls will be considered a top priority. Contractor call routing must include a means to prioritize License Agent calls.
6. DOW Help Desk support will include:
 - a. Availability between 8:01 a.m. and 5:00 p.m. Monday through Friday, Eastern Time,
 - b. Expanded availability during peak season activity with advance notification. During the Ohio deer gun season hours could be expanded to 5:00 am to 12:00 midnight daily.
 - c. Allow DOW staff to reset agent passwords.
7. Contractor Internet Customer Help Desk Support must include:
 - a. Responding to questions from Internet sales customers who have difficulty using the Internet-based sales site.
 - b. Staff who are knowledgeable about the sales site use and operations.
 - c. Available 6:00 am to 8:00 am and 5:01 pm to 10:00 pm on weekdays and 6:00 am to 10:00 pm weekends and state holidays (state to supply annually)
 - d. A Webmaster system to respond to questions asked via electronic mail.
 - e. Email/Chat questions will be handled by the contractor during their help desk hours.
 - f. Response to an e-mail request shall not exceed 48 hours from the time the message was sent by the customer.
8. Contractor License Agent Help Desk Support must include:
 - a. Supporting License Agents and DOW staff who use the system.
 - b. Toll-Free Available 6:00 am to 8:00 am and 5:01 pm to 10:00 pm on weekdays and 6:00 am to 10:00 pm weekend and state holidays (state to supply annually).
 - c. Sufficient capacity to handle anticipated seasonal volumes with a queue wait of 5 minutes or less.
 - d. Technical assistance for loading, operating and troubleshooting services related to the license device printer.
 - e. Entry and modification of Hunter education student registrations.
 - f. Hunter education student certification lookup.
 - g. Issuing license Voids and or reversals.
 - h. Emailing licenses and permits to customers.
 - i. Ability to diagnose and isolate problems from the License Agent location through the network to the Contractor's server(s).
 - j. Problem resolution within 20 minutes.
9. Escalation Procedure

Task 11: Help Desk and Support Requirements

- a. The Contractor must provide an escalation procedure for problems that cannot be satisfied within the timeframes detailed above.

B. License Agent Technical Support

1. The Contractor must provide multiple methods for License Agents to obtain support for the software installed at their location(s). Support access must include but may not be limited to:
 - a. Licensing System interface,
 - b. Toll-free telephone access to a support center, and
 - c. Internet.
2. The Contractor's toll-free support line must allow a License Agent to 'zero out' to a live Customer Service Representative if necessary.

C. Fulfillment

1. The Contractor must ensure that sufficient supplies are available to the License Agents for producing all licenses and permits with exception of specialty permits which are included as a separate module of this system. Items that will be supplied through the Contractor include:
 - a. License paper as designated by DOW.
 - b. Training materials.

D. Reporting Requirements

1. The Contractor must provide a monthly report that document:
 - a. Number of calls per day,
 - b. Number of dropped calls per day,
 - c. Number of abandon calls per day,
 - d. Number of calls per day on hold longer than 5 minutes
 - e. Minimum, maximum, and average answer time,
 - f. Problem description,
 - g. Resolution description, and
 - h. Resolution time.

Task 12: System Training

A. General Requirements

1. License Agents and DOW staff must receive appropriate training for operating and administering the system modules.
2. DOW staff must be trained on each component of the system and be able to manage and maintain the parts of the system for which they will be responsible including how to generate ad hoc reports.
3. The Contractor must organize and schedule training to improve logistics and efficiencies for Licenses Agents and DOW staff.
4. At least one month prior to the start of the new license year, the Contractor must provide an updated training plan. The plan must include:

Task 12: System Training

- a. Identification of staff who will be trained (e.g., including License Agents, DOW offices, DOW information technology personnel, DOW Financial Specialist personnel, DOW Administration personnel, and DOW Enforcement),
 - b. Proposed method to certify trainees as having successfully completed the training, including an evaluation methodology and a proposed method to report compliance to DOW,
 - c. Proposed training curriculum that identifies specific system functions and components to be covered,
 - d. Proposed method of delivering the training and a delivery timetable, and
 - e. Proposed plan for on-going training for new License Agents, new DOW employees, system enhancements, and refresher courses.
5. All training materials must be provided on electronic media in Microsoft Word format when supplied to DOW.
 6. Documentation must be updated throughout the term of the Contract to reflect changes in functionality, policy, support, and equipment.
 7. The Contractor must provide training on system modules as the functionality is added or equipment is updated or modified.
 8. The Contractor will continue to provide training and updated training material as modifications or updates are made to the system.

B. Automated License System Training Requirements

1. Automated License System training must include all customer-facing hardware and software interfaces (e.g., POS, Internet) as well as administrative and database functions.
2. License Agent training must include an introduction to the basic functionality of the system (log-on), basic transaction processing, on-line training modules, reporting capabilities, and troubleshooting procedures.
3. The Contractor must conduct 1 training session per License Agent site. Each session must be able to accommodate up to 5 people. Multiple training sessions will not be required at individual sites. It is estimated that 70% of the sites will have only one trainee.
4. Training must ensure that the License Agents receive sufficient training to operate the system features and components that they must use to perform their jobs
5. The Contractor's training curriculum and delivery for the License Agents must include self-training modules.
6. Training must be conducted on the actual system hardware and software.
7. Revised materials must be distributed to all License Agents. Quantities of documents will be determined during the system development phase.

C. Revenue Recovery and Collections Training Requirements:

Task 12: System Training

1. Revenue Recovery and Collections training must include administrative and database functions, as well as accounting and reconciliation processes and procedures. A comprehensive explanation of the revenue reporting suite must also be included in the training session.

D. Game Check Module Training Requirements

1. Game Check module training must include all customer-facing software interfaces (e.g., POS, Internet, and IVR) as well as administrative and database Functions.

E. Hunter Safety Education Training Requirements.

1. Hunter Safety Education training must include all customer-facing software interfaces (Internet) administrative and database functions

F. Law Enforcement Integration System Training Requirements

1. Law Enforcement Integration System training must include administrative and database functions to include a broad overview of system capabilities. Training must also include troubleshooting and support procedures.

G. Special Event Lottery Training Requirements

1. Special Event Lottery training must include all customer-facing software interfaces (Internet) as well as administrative and database functions.

H. Publication and Membership Training Requirements

1. Publication and Membership training must include all customer-facing software interfaces (Internet) as well as administrative and database functions.

I. Specialty Permit Management Training Requirements

1. Specialty Permit Management training must include all customer-facing software interfaces (Internet) as well as administrative and database functions.

J. Agent System Implementation

1. The Contractor must provide the initial training and support to all existing License Agents in the use of the software.
 - a. Contractor is not responsible for training agents after the system is implemented.
2. License Agents will be required to have Internet access in order to sell licenses and permits. The DOW and License Agent agreement will require that the Internet connection be tested and verified prior to the Contractor's installation and training.
3. Two weeks prior to the first pre-operational testing phase, the Contractor must provide:
 - a. A pre-installation checklist and requirements for installing License Agent devices/software.
 - b. Step-by-step training documentation (accessible through the system) to include:
 - i. Reference documentation for all of the software's' features,
 - ii. Troubleshooting steps for resolution of common problems,
 - iii. Procedures and instructions for working with the electronic funds transfer system, and

Task 12: System Training

- iv. Laminated (or durable stock) “quick reference guide”.
 - v. Training videos for agents demonstrating basic sales and voids.
4. At each of the License Agent sites where there is agent supplied equipment, the Contractor must:
 - a. Perform validation and diagnostic tests to verify that the equipment functions properly with the Contractor’s system.
 - b. Provide one-on-one training to at least one employee per the DOW-approved curriculum.
 - c. Notify the DOW of any operational problems at a particular License Agent site. It is the responsibility of the License Agent to ensure that the site is ready for installation and that the appropriate employee(s) are available for training.

Task 13: Testing and Service Level Metrics

A. Test Plans and Test Execution.

1. The Contractor must develop and execute test plans (this includes system, integration, regression (as needed), load, and user acceptance).
2. The plans must identify the inputs to the test, the steps in the testing process, and the expected results.
3. The plans also must identify any software tools used during testing and any State resources needed.
4. The plans must provide the Contractor procedures for tracking and correcting deficiencies discovered during testing. The Contractor must correct deficiencies.
5. The Contractor must develop test scripts and test cases that thoroughly test the functionality of the system. The scripts must address all data scenarios that the system will process.
6. The Contractor must execute the following tests:
 - System test;
 - Integration test;
 - Regression test (as needed);
 - User Acceptance test;
 - Performance Test.

B. Sportsperson Licensing and Permit Module System Performance requirements

1. During certain times of the year the performance of this module must be able to handle significant increases in transaction processing. Past data indicates that the week before and after the Thanksgiving holidays as well as the opening weekend of the archery season include days with a peak load of over 50,000 transactions per day and over 400 transactions in a 10 minute period. **Supplement T-13.1 Peak Data Loading 2014** of this proposal shows this distribution.
2. The system must be able to process over 2.5 million licenses and permit transactions per year.
3. The system must be able to store and manage over 7 million records in the master file.

Task 13: Testing and Service Level Metrics

4. The system must be available for at least 99.9% of the time between 5:00 am and 12:00 midnight for the entire license year. No more than 0.5 hours of down time can occur in any month. Additionally, the system must have one hundred percent (100%) up time between 5:00 am and 12:00 midnight for the day before the beginning of the archery season for 3 consecutive days (Friday, Saturday, Sunday) and the day before Thanksgiving for 7 consecutive days.
5. The Contractor must also design and integrate the system so that the combination of modules and necessary reporting meet the minimum responsiveness of the system.
6. The Contractor will work with DOW to map out the level of data loading (input, output and reporting) over the course of a license year and ensure the system can meet performance levels during peak loading.
7. System maintenance must be scheduled between midnight and 5:00 a.m., Eastern Time. DOW must be notified 24 hours in advance of any scheduled system maintenance.
8. In the event of partial or total system failure, the Contractor must be in communication with designated DOW staff within 15 minutes and have a recovery plan in progress within 1 hour.
9. System must be able to scale to 4 transactions per second during the month of September to December time frame.

C. Game Check Module Performance requirements:

1. During the deer gun season week the system must be able to sustain 250,000 deer checking transactions.
2. The system must be able to process over 45,000 transactions in one day with annual increases of 10% per year.
3. The system must also be able to process as many as 3,000 game check transactions in a 15 minute period.
4. A single game check transaction must be completed within 15 seconds. This includes a lookup and display of permit information or a request for a permanent tag number. This does not include time for data entry.
5. Game check module availability must follow the same availability metrics as the licenses and permit module.

D. Hunter Safety Education Performance Requirements

1. The system must be able to process and schedule the training of 30,000 hunter and trapper education students.
2. The system must be able to reproduce 30 certification replacement documents daily.
3. The system must scale for 1,800 individual hunter and trapper education instructors, as well as DOW administrator functions.

Task 13: Testing and Service Level Metrics

4. System must be designed to allow a student to find and schedule a class as quickly as possible, with the least amount of steps necessary to accomplish registration and capture the information needed for reporting.
5. Module will be at its highest volume of use between July and January with a secondary spike in use 8 weeks prior to opening of spring turkey season.

E. Arrest and Citation Module Performance Requirements

1. The system must be able to store and maintain over 200,000 historical Arrest report records with over 8,000 records added per year.

F. Special Event Lottery Performance Requirements

1. The system must be able to handle approximately 20,000 customers submitting 60,000 applications for 33 events per year. **Supplement T-4.1 Controlled Hunt Applicants and Odds** lists the permit events, number of application, and number of successful applicants per year. Special event Lottery loading will occur during June through August and the month of March of each year.

G. Specialty Permits and Tracking Module Performance requirements:

1. The system must be able to process and track over 6000 permits annually.

H. System Load Test

1. Contractor will need to simulate multiple transactions loading from the various modules prior to the pilot. This load test must be performed at 4 transactions per second or faster.
2. The simulated loading must occur between 7:00 am and 8:00 pm for 5 consecutive days prior to the system go live.
3. Maximum loading for any day will be 100,000 transactions made up of no less than 80,000 transactions from the licensing and permit module, 15,000 transactions from the Game check module transactions and 5,000 other module transactions (Web Admin searches, citation entries, specialty permit entries and edits etc.).
4. Maximum loading for any one hour will be 12,000 transactions.

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

OWLS Project Deliverable Documents. The Contractor must provide the following documents and update them for each task throughout the project lifecycle:

1. Analysis and Requirements Documents
 - a. System Requirement Specifications
 - b. Support Expectations Document
 - c. Requirements Traceability Matrix
 - d. Use Cases
 - e. Technical Assistance Plan
2. Design Documents

- a. System Architecture Diagram
- b. High-Level Design Document
- c. Detailed Design Document
- d. Data Model
3. Development and Test Documents
 - a. Unit Test Plan
 - b. Unit Test Defects Tracking Log
 - c. Draft User Manuals
 - d. Master Test Plan
 - e. Master Test Plan Results
 - f. Defects Tracking Log
 - g. Data Conversion Plan
 - h. Pre-Conversion Test Results
 - i. Data Conversion Results
4. Implementation Documents
 - a. Deployment Strategy and Plan
 - b. Final User Manual
 - c. System Administrator Guide
 - d. Release Readiness Review
 - e. Implementation Activities Check List
 - f. Implementation Certification Document
 - g. All training materials and documentation
 - h. Technical Assistance Plan
 - i. Performance Report
 - j. Final Documentation
 - k. Final Implementation Reports

Project Management

Kick Off Meeting. The Contractor, in conjunction with State staff, must plan and conduct a Project kickoff meeting.

The Contractor in collaboration with the State will initiate the project with a mobilization effort for the first 15 days of the project, followed by the project kick-off event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations and ensure the Contractor's understanding of their commitment to deliver the proposed solution for the project. The Contractor must also work with the State on establishing acceptance criteria prior to submitting a deliverable.

The Contractor in conjunction with the State must develop and deliver a presentation to the sponsors, key stakeholders and core project team after the mobilization effort. At a minimum, the presentation must include a high level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach, and tools to achieve the goals;
- Roles, responsibilities, and team expectations;
- Tasks, Deliverables, Milestones and significant work products; and
- Contract content review.

Project Review Check Point. Upon completion of the baselined Project Plan and on a quarterly basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to the State Project governance structure. At a minimum, the presentation

must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget and schedule;
- Any changes to Key named resources assigned to the Project;
- Project readiness including key issues and risk from their current status;
- Project Status including variance from baseline for key milestones, tasks, deliverables (Significant work products) and project closure;
- Methodology, approach, and tools to achieve the Project goals (inventory and status of completeness and agreement for documented project management and implementation approaches. I.e., Project management plan, communication plan, requirements traceability, implementation approach and methodology); and
- Roles, responsibilities, and team expectations.

Upon completion of the presentation, the State will immediately assess the health of the project and determine next steps for moving forward with the Project, within one week of the meeting, which may include the following:

- Continue the Project;
- Terminate the Contract; or
- Suspend the Contract.

If the State determines the health of the Project is unacceptable during the Project review Check Point, the Contract may be terminated for cause without any compensation for work performed. See Suspension and Termination language in Attachment Four for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project Reviews conducted by the State on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

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

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

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

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

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

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

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

- Prepare Monthly Status Reports - During the Project, the Contractor must submit a written monthly status report to the Project Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
 - A description of the overall completion status of the Project in terms of the approved Project Plan (schedule and cost, if applicable);
 - Updated Project work breakdown structure and Project schedule;
 - The plans for activities scheduled for the next month;
 - The status of all Deliverables, with percentage of completion;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems;
 - Testing status and test results; and
 - Strategic changes to the Project Plan, if any.

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

Project Plan:

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

System Development Plan:

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

Project Review Check Point. Upon completion of the base lined Project Plan and on a quarterly basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to the State Project governance structure. At a minimum, the presentation must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget and schedule;
- Key named resources assigned to the Project;
- Project readiness;
- Methodology, approach, and tools to achieve the Project goals;
- Roles, responsibilities, and team expectations; and
- Tasks, Deliverables, Milestones and significant work products.

Upon completion of the presentation, the State will immediately assess the health of the project and determine next steps for moving forward with the Project, which may include the following:

- Continue the Project;
- Terminate the Contract; or
- Suspend the Contract.

See Suspension and Termination language in Attachment Four for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project Reviews conducted by the State on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

Transition Plan. The Contractor's transition plan must describe how they would accomplish the transfer of the system to another vendor.

At the expiration of this Contract, or if at any time the State or Contractor should terminate this contract, the Contractor will cooperate with any subsequent Contractor who might assume operation of the system project. DOW will withhold final payment to the Contractor until transition to the new Contractor is complete. The State will give the Contractor a minimum of thirty (30) days' notice that a transfer will occur.

In the event that a subsequent system Contractor is unable to assume operations on the planned date for transfer, the Contractor will continue to perform maintain operations on a month-to-month basis for up to six months beyond the planned transfer date.

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

Performance Testing. A performance test will be done. The Performance Test will commence no later than March 1, 2017.

The system must meet a minimum system response time of 15 seconds regardless of the communication speed. System response time is defined as the time from which a user executes a command that requires a response from the system to the time that a complete response is visible to the user.

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

Liquidated Damages. The availability of the production environment will be calculated daily and reported monthly to the system program manager. The unavailability of any individual module constitutes the unavailability of the entire system excluding any agreed to scheduled maintenance. The Help center phone switch downtime will be considered a system outage and follow the defined damages as listed. Damages are based on 2014 total revenue during the time period divided by the total hours of availability in that time period (19 hours per day times total days). Overall system performance must average 99.9% uptime. This allows 6.0 hours of unplanned down time during the year which will be distributed over the four time periods based on risk to the division.

The State, in its sole discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels.

For September 1 to December 31: The Contractor must meet the uptime requirement for 121 days by providing 2,299 hours of system availability. Except as noted below (1), (2), (3) for monthly outages totaling more than 0.5 hours during this time period, the State may assess liquidated damages in the amount of \$8,230 per hour or any fractional part thereof. Example: System downtime total for September was 1.6 hours. Therefore, liquidated damages would be 1.1 hours times \$ 8,230 = \$9,053.

(1) The day before Thanksgiving for 7 consecutive days: The Contractor must meet the 100 % uptime requirement by providing 133 hours of system availability. For every hour or part thereof of downtime in this period, the State may assess liquidated damages in the amount of \$24,267 per hour or any fractional part thereof.

(2) The day before the beginning of the fall archery season for 3 consecutive days: The Contractor must meet the 100% uptime requirement by providing 57 hours of system availability. For every hour or part thereof of downtime in this period, the State may assess liquidated damages in the amount of \$28,594 per hour or any fractional part thereof.

(3) The contractor is responsible for knowing the exact dates of these special periods of time.

For January 1 to March 31: The Contractor must meet the uptime requirement for 90 days by providing 1,710 hours of system availability. For monthly outages totaling more than 0.5 hours during this time period, the State may assess liquidated damages in the amount of \$1,863 per hour or any fractional part thereof. Example, system downtime total for February was 4.0 hours. Therefore, liquidated damages would be 3.5 hours times \$1,863 = \$6,520.

For April 1 to June 30: The Contractor must meet the uptime requirement for 92 days by providing 1,748 hours of system availability. For monthly outages totaling more than 0.5 hours during this time period, the State may assess liquidated damages in the amount of \$7,533 per hour or any fractional part

thereof. Example, system downtime total for June was 3.5 hours. Therefore, liquidated damages would be 3.0 times \$7,533 = \$22,599.

For July 1 to August 31: The Contractor must meet the uptime requirement for 62 days by providing 1178 hours system availability. For monthly outages totaling more than 0.5 hours during this time period, the State may assess liquidated damages in the amount of \$3,438 per hour or any fractional part thereof. Example, system downtime total for July was 10 hours. Therefore, liquidated damages would be 9.5 times \$3,438 = \$32,661.

Data Security. The Contractor must ensure that there are no breaches of security that result in personal information of customers being shared with any entity other than DOW or those approved by DOW. Liquidated damages up to \$50,000 to DOW per incident plus any costs incurred by the State associated with recovering the data and/or protecting the individuals who are at risk from having personal information disseminated without permission may be assessed monthly. This standard will be measured and paid monthly.

On-Time Module Implementation. The Contractor must guarantee the agreed on-time implementation of each defined module. If the Contractor fails to meet the implementation timelines, liquidated damages may be assessed at \$5,673 per hour for each hour the individual module is not fully implemented.

Help Center System Performance Standards and Liquidated Damages. The State, at its discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels. If liquidated damages are assessed, DOW will instruct the Contractor how to make payment for the damages. The Contractor and DOW may mutually agree to alternate compensation that will benefit DOW in lieu of direct payment for any liquidated damages assessed under this section.

Help Center Performance Conference Call: The Operations Manager and the Help Center Manager must hold a conference call no later than the 10th business day of each month with the DOW project manager to discuss Help Center performance for the previous month. DOW will, at its sole discretion, determine the level of any liquidated damages based on the below standards.

Busy-outs. The Contractor must ensure that no more than 5% of calls received per day by the Help Center result in the caller receiving a busy signal, a busy-out. The number of busy-outs allowed per day (Allowed) must be calculated as number of unique callers (based on telephone number) times 5%. Liquidated damages per day will be calculated when the number of daily busy-outs (Actual) exceeds the daily 5% threshold (Allowed). Damages will accumulate for each day not meeting the 5% service level and calculated as the number of Actual - Allowed times \$10. Damages may be paid monthly.

On-Hold Time. The Contractor must ensure that no more than 5% of callers per day to the Help Center be On-Hold more than 5 minutes. The number On-Hold more than 5 minutes allowed per day (Allowed) must be calculated as the number of unique callers (based on telephone number) times 5%. Liquidated damages per day will be calculated when the number of On-Hold for more than 5 minutes (Actual) exceeds the daily 5% (Allowed). Damages will accumulate for each day not meeting the service level and calculated as the number of Actual – Allowed times \$25. Damages may be paid monthly.

Time held in queue does not include time using the automated voice response system as measured at the Help Center phone switch.

Abandon Rate. The Contractor must ensure that no more than 5% of calls per day to the Help Center be abandoned by the customer or the contractor. Liquidated damages per day will be calculated when the number of Abandon calls (Actual) exceeds the daily 5% (Allowed). Damages will

accumulate for each day not meeting the service level and calculated as the number of Actual – Allowed times \$10. Damages may be paid monthly.

After-Hours Message. The Contractor must ensure that a message is available for all customers, including TDD, who call after Help Center Operation Hours. Liquidated damages up to \$100 for each hour or partial hour that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

Work Hours and Conditions. DOW's regular hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. License Agent hours vary.

PART TWO: SPECIAL PROVISIONS

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

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

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

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

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

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

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

Special Maintenance Standards. None.

The Contractor's Fee Structure. The Contract award will be for a not-to-exceed fixed price. The State intends to compensate the Contractor upon completion and acceptance of the tasks described in the scope of work. Proposing a Fee Structure that is not based-upon completion and acceptance of the tasks described in the scope of work is not acceptable. All proposed fees must be deliverable-based and costs

for completing the work described in the task must be aligned to the work effort for those tasks. The State may reject proposals that contain fee structures that are not in the State's best interest to accept.

The Contractor will be paid 80% of the costs for each completed and accepted task (see Attachment Eleven). The remaining 20% will be payable upon the completion and acceptance of the performance test of the integrated point of sale system. Operations, Support and Maintenance payments will be made on a monthly basis.

Reimbursable Expenses. None

Bill to Address. Ohio Department of Natural Resources, Division of Wildlife, OWLS Administrator, 2045 Morse Road, Building G-2, Columbus, Ohio 43229-6693.

Location of Data. All data must be maintained within the continental United States of America. The replicated server will be located at the State of Ohio Computer Center (SOCC)

Attachment Three: Requirements for Proposals

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

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an in-line response to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

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

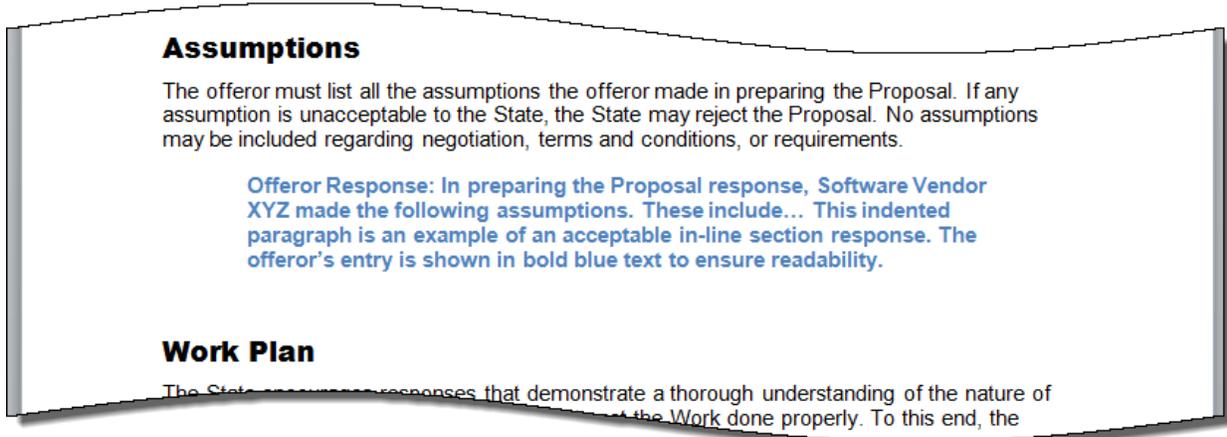


Figure 1. Sample Formatting for an Acceptable In-Line Section Response.

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

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

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

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

Item #	Proposal Component Description
1	Vendor Information Form (OBM-5657)
2	Subcontractor Letters
3	Offeror Certification Form
4	Offeror Description
5	Offeror Profile Summary Forms
6	Personnel Profile Summary Forms
7	Proposed System Solution
8	Staffing Plan
9	Time Commitment
10	Assumptions
11	Project Plan
12	System Security
13	Support Requirements
14	Equipment and System Elements
15	System Architecture
16	Commercial Materials
17	Terms for Commercial Materials
18	Conflict of Interest Statement
19	Proof of Insurance
20	Payment Address
21	Legal Notice Address
22	W-9 Taxpayer ID Number and Certification Form
23	Independent Contractor Acknowledgement Form
24	Standard Affirmation and Disclosure Form (EO 2011-12K)
25	Affirmative Action Program Verification Form
26	Acceptance of Attachment Four: General Terms and Conditions
27	Cost Summary (Cost must be a separate sealed package)

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

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

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;

2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If proposing the customization of an existing point of sale system, then the offeror must provide a chart that indicates which requirements are met in the base point of sale system, which requirements must be met through customization, and which requirements cannot be met.

The proposed solution for the system must address the following:

1. Automated Sportsperson Licensing, Permitting, and Survey Module;
2. Deer and Turkey Game Check Module;
3. Hunter Safety Education and Certification Module;
4. Special Event Lottery Drawing and Distribution Module;
5. Memberships and Publication Tracking Module;
6. Law Enforcement Integration Module;
7. Specialty Permits Tracking and Status Module;
8. Administrative Management;
9. Data Conversion and Master File Development Module;
10. IT Hosting and Infrastructure;
11. Help Desk Services;
12. Training; and
13. Testing and Service Level Metrics.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how

they will benefit the State. The recommendations may not result in additional evaluation credit being given.

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

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

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

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

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

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

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

- Description of the Project management approach;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work breakdown structure as a baseline scope document that includes Project elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;

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

System Security. The offeror must describe how the proposed system will ensure the security and integrity of the state's data. The offer must describe any ISO certifications pertaining to the security of the proposed system.

The proposed system has specific requirements for interfacing with outside data stores and systems. The Offeror must describe how these interfaces will be implemented to ensure the security of the State's systems and data as well as the external systems.

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

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

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

Equipment and System Elements. The offeror must identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations.

The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

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

System Architecture. The offeror must describe in enough detail the hardware and software architecture of the proposed solution such that the state will be able to understand the sustainability of the design and implementation through the life of the contract.

The offeror's proposal must show the architectural design of the IT hosting infrastructure including server and network components as well as end user components interacting with the central hosting facility. Conceptual architectural design diagrams that show all the major network components should be included.

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

Terms for Commercial Materials. If the offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the offeror's Proposal.

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

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

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

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

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

Independent Contractor Acknowledgement Form. Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Ten) as part of its Proposal. Executive Order 2011-12K is available at [http://www.governor.ohio.gov/Portals/0/pdf/executive Orders/EO%202011-12K.pdf](http://www.governor.ohio.gov/Portals/0/pdf/executive%20Orders/EO%202011-12K.pdf).

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

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: [http://eodreporting.oit.ohio.gov/searchAffirmative Action.aspx](http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx). Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

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

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

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

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

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

Attachment Four: General Terms and Conditions

PART 1: PERFORMANCE AND PAYMENT

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

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

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

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

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

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

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

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

The State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work.

Unless the State decides that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice,

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

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

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

Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State's sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

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

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

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

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

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

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

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

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

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

PART 2: WORK AND CONTRACT ADMINISTRATION

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

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

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

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

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

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

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. The Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

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

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

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

Consent to Examinations.

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

Right to Terminate.

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

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

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

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

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

In the event Contractor, as part of the provision of Services, will control or develop information technology hardware and/or software, or otherwise control the State's data, then Contractor shall provide Cyber Liability and/or Intellectual Property Infringement Liability insurance of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Services provided under this agreement such as:

- Breaches of security or privacy
- Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code
- Participation in a denial of service attack on a third party
- Violation or infringement of any right privacy, breach of federal, state, or foreign security and/or privacy laws or regulations
- Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets)
- Technology errors and omissions
- Business interruption
- Cyber extortion
- Investigation, notification and related credit monitoring costs from any of the above.

Umbrella or Excess Commercial General Liability insurance policy(ies) may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or Excess Commercial General Liability policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

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

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the

State 30 calendar days' prior, written notice of the removal.

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

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

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

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

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

The State has an interest in providing a healthy and safe environment for its employees and guests at its

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

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

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

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

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

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

services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor will be entitled to the prorated Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor is the Contract had been fully performed. The Contractor will use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

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

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice.

If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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

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

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

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

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

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

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

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

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

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

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

Changes. The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order").

Additionally, if the State provides directions or makes requests of the Contractor without a change order,

and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

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

If a Subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a Subcontractor will do under a Change Order.

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

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of

performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's Subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

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

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

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

Ohio MBE Certification. Any MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

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

PART 3: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

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

records disclosure requirements.

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

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

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

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

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

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

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

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

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

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

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

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

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

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

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

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 the discounted Professional Services rates available under the Master Agreement (30% off the then current list price) After such 90-day period, the Service Provider will have no obligation to maintain the State Data covered by an expired Order Form and must thereafter, unless legally prohibited, delete the applicable State Data in its systems or otherwise in its possession or under its control.

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 the discounted Professional Services rates available under the Master Agreement (30% off the then current list price). 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.

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).

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.

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.

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 confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its Subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its Subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

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

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

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

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

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

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

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

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

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

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

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

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

PART 4: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all

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

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

PART 5: ACCEPTANCE AND MAINTENANCE

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 6: CONSTRUCTION

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

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

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

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to

law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

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

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

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

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

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

Time is of the Essence. The Contractor hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the parties.

PART 7: LAW AND COURTS

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

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

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

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

Governing the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and must abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the

right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

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

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

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

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

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

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

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

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

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Attachment Five: Sample Contract

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

AND

(CONTRACTOR)

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

This Contract consists of:

1. The one-page Contract (Attachment Five) in its final form; and
2. The 0A1150 Ohio Wildlife Licensing System (OWLS) Contract dated _____, 20<xx> which includes Attachment Four, Attachments, Supplements and the Cost Proposal dated _____, 20<xx>.

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

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

This Contract has an effective date of the later of _____, 201x, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT

By: _____

By: Robert Blair

Title: _____

Title: Director

Date: _____

Date: _____

Attachment Six: Sample Deliverable/Milestone Submittal Form

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

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

Please contact _____ at xxx-xxx-xxxx with any questions.

Sincerely,

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

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

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

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

Attachment Seven: Offeror Certification Form

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

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

4. If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Contractor from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Contractor’s performance under the Contract, and the best interest of the State.
5. The Contractor certifies that neither it nor any of its people that may work on or benefit from the Contract through the Contractor has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

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

Attachment Seven: Offeror Certification Form

6. The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Contractor did not disclose in its Proposal.
7. The Contractor certifies that all its and its Subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Contractor or Subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
8. The Contractor certifies that its regular, fulltime employees will perform at least 30% of the Work.
9. The following is a complete list of all Subcontractors, if any, that the Contractor will use on the Work, if the State selects the Contractor to do the Work:

List of Subcontractors	

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

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

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

Signature: _____

Name: _____

Title: _____

Company Name: _____

Company D-U-N-S Number: _____

Attachment Eight: Offeror Profile Summary

OFFEROR MANDATORY REQUIREMENT(S): The offeror must have a minimum of three (3) years of experience supporting a minimum of one (1) interactive web-based Point of Sale (POS) system that is currently operating 24 x 7 x 365.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

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

Attachment Eight: Offeror Profile Summary

OFFEROR REQUIREMENT(S): The offeror must have experience implementing and supporting at least one (1) system that provides real-time web-based transactions and delivery and that has been successfully operating for a minimum of three (3) years.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

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Attachment Eight: Offeror Profile Summary

OFFEROR REQUIREMENT(S): The offeror must have experience hosting a web-based POS system 24 x 7 x 365 for the past five (5) years.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror’s experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

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Attachment Eight: Offeror Profile Summary

OFFEROR REQUIREMENT(S): The offeror must have designed and implemented a system of similar size and scope, within the last five (5) years that offered multiple channels for product delivery. Product delivery channels must include Internet, telephone and retail outlets.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

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

Attachment Eight: Offeror Profile Summary

OFFEROR REQUIREMENT(S): The offeror must have experience with at least one (1) project where it was necessary to convert and consolidate multiple databases into a single integrated database.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

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

Attachment Nine: Personnel Profile Summary

Personnel Profile Summary Instructions

Candidate References

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

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

Candidate Education and Training

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

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

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

Attachment Nine: Personnel Profile Summary

Candidate Education and Training

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

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

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**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – PROJECT MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must be PMP certified with a minimum of 60 months Project Management experience. 36 months of the 60 months experience may include working as an Assistant or Deputy Project Manager.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:			
Address:		Contact Phone Number:			
		Email Address:			
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year	
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:					
Description of how client work size and complexity are similar to the Work:					

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – PROJECT MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must have managed a minimum of three (3) software development and/or implementation projects from inception through completion. At least one (1) of the referenced projects must have been for a federal, state, or local government entity. At least one (1) of the referenced projects must be similar in size and scope to this project.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:		
Address:		Contact Phone Number:		
		Email Address:		
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:				
Description of how client work size and complexity are similar to the Work:				

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – PROJECT MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must have managed at least one (1) project where software documentation was developed and delivered.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:			
Address:		Contact Phone Number:			
		Email Address:			
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year	
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:					
Description of how client work size and complexity are similar to the Work:					

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – OPERATIONS MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must have a minimum of 36 months experience in operations management of systems similar in size and scope to this project.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:			
Address:		Contact Phone Number:			
		Email Address:			
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year	
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:					
Description of how client work size and complexity are similar to the Work:					

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

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #2 – OPERATIONS MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must have a minimum of three (3) projects where the candidate was responsible for managing a team of five (5) people or more.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:			
Address:		Contact Phone Number:			
		Email Address:			
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year	
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:					
Description of how client work size and complexity are similar to the Work:					

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

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

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

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Attachment Eleven: Cost Summary

Each offeror must complete a cost summary form. All costs are fixed and not-to-exceed.

TABLE ONE: Cost breakdown and payment schedule by Task	
Task 1: Automated Sportsmen Licensing, Permitting, and Survey Module	\$
Task 2: Deer and Turkey Game Check Module	\$
Task 3: Hunter Safety Education and Certification Module	\$
Task 4: Special Event Lottery Drawing and Distribution Module	\$
Task 5: Magazine and Publication Tracking Module	\$
Task 6: Law Enforcement Integration Module	\$
Task 7: Specialty Permits Tracking and Status Module	\$
Task 8: Administrative Management Module	\$
Task 9: Data Conversion and Master File Development	\$
Task 10: Supply IT Hosting and Infrastructure	(Included in Monthly)
Replicated Server setup and SQL software only:	\$
Cognos Framework Model Development:	\$
Task 11: Help Desk and Support Requirements	(Included in Monthly)
Task 12: Training	\$
Task 13: Testing and Service Level Metrics	\$
Subtotal for Tasks 1-10 and 12-13	\$

TABLE TWO: Interface Contingency Pool				
<p>The staff for the contingency pool must include IT staff with an appropriate mix of skills and experience to meet the State's interface needs. Firm, fixed pricing based on a blended rate (provided on the Contractor's Cost Summary) for the IT staff must be used for the contingency pool changes. The proposed blended rate will be used for all changes to the Contract following the process described in the Changes provision described in the RFP.</p>				
1000 hours at	\$	per hour =	\$	Subtotal for Resources
<i>Where the hourly rate is a blended rate of IT resources</i>				

**Attachment Eleven: Cost Summary
CONTINUED**

TABLE THREE: Operations, Support and Maintenance (monthly and annual costs)

Task 10 Supply IT hosting and infrastructure. Since part of this annual maintenance is federal aid reimbursable the annual cost for IT hosting must be itemized below and included in Total Annual costs. IT hosting costs should include monthly recurring costs to maintain the IT hosting environment to satisfy the service levels for the sale and accounting of hunting and fishing licenses.

Task 11 Help desk and support requirements. Breakout the total costs for this task and include in Total Annual costs.

Dates	Total Monthly		Total Annual	IT Hosting Costs	Call Center Costs
03/01/2017–06/30/2017	\$	x 4	\$	\$	\$
07/01/2017–06/30/2018	\$	x12	\$	\$	\$
07/01/2018–06/30/2019	\$	x12	\$	\$	\$
07/01/2019–06/30/2020	\$	x12	\$	\$	\$
07/01/2020–06/30/2021	\$	x12	\$	\$	\$
07/01/2021–06/30/2022	\$	x12	\$	\$	\$
07/01/2022–06/30/2023	\$	x12	\$	\$	\$
07/01/2023–06/30/2024	\$	x12	\$	\$	\$
07/01/2024–06/30/2025	\$	x12	\$	\$	\$

Subtotal for Operations, Support and Maintenance	\$
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Total Not-To-Exceed Fixed Price (Table One + Table Two + Table Three Subtotals)	\$
--	-----------