

AMENDMENT 2 FOR RFP NUBER 0A1178

DATE AMENDMENT ISSUED: NOVEMBER 1, 2016

The State of Ohio, through the Department of Administrative Services, for the Ohio Office of Information Technology is requesting proposals for:

**ENTERPRISE SHAREPOINT DESIGN, BUILD, MIGRATE, AND SUPPORT AND
MAINTENANCE SERVICES**

INQUIRY PERIOD BEGINS:	October 5, 2016
INQUIRY PERIOD ENDS:	October 31, 2016 November 8, 2016
OPENING DATE:	November 14, 2016 November 18, 2016
OPENING TIME:	1:00 p.m.
OPENING LOCATION:	Department of Administrative Services General Services Division Bid Desk 4200 Surface Road Columbus, Ohio 43228-1313

The attached page(s) represent the Request for Proposals (RFP) amendment for the RFP listed above. Please use replacement pages contained in this document to replace the page(s) previously issued by the State.

Specifications and requirements that have been revised are surrounded by double asterisks, bold type and when applicable, strikethrough.

Changes have been made on the following pages.

1, 3, 4, 5, 16, 17, 57, 58, 59, 60

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Administrative Services, Office of Information Technology is soliciting competitive sealed proposals (“Proposals”) for Enterprise SharePoint Design, Build, Migrate, and Support and Maintenance Services (the “Work”).

If a suitable single offeror solution is made in response to the Work, the State, through the Department of Administrative Services (DAS), 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 each Contractor in performing the Work.

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to six (6) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum contract term expiring June 30, 2023. 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 Administrative Services.

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

Background. The Department of Administrative Services (DAS), Office of Information Technology’s (OIT) SharePoint Service offers Microsoft SharePoint Server 2010 portal setup and hosting services for state entities interested in internal collaboration, external collaboration, organizational portals, business process workflow and business intelligence. It has been a mission critical service for the State since 2007 with over 120 State Agency, Board and Commission customers and over 20,000 users.

The environment has evolved from Windows SharePoint Services 2.0 to the version currently running today, SharePoint Server 2010. Although there are a number of SharePoint farms statewide, the OIT multi-tenant farm is the only shared farm and is open to any state entity. The service can host team sites, intranet sites, extranet sites, as well as public facing sites and access can be granted to external (non-state) users for collaboration purposes.

Due to resource constraints in recent years, OIT’s role has mainly focused on infrastructure management. However, given the goal of statewide IT Consolidation, the service now needs to evolve into a strategic service offering to support Ohio’s consolidation efforts outlined in the December 2013 document published [Consolidated IT Optimization Approach](#):

I. General Description:

The creation of an enterprise SharePoint presence will enable consumers to collaborate and work together, regardless of distance, through a centralized, web-based interface. SharePoint provides a central repository for sharing documents, content, calendars, and information. It supports the creation of unique workflows that can automate the movement of information through a defined business process. Features, such as alerts, help keep consumers informed as to when information is modified. In addition, built-in security helps content owners ensure that information remains confidential and is not modified or accessed without the appropriate permissions.

II. Benefits Overview:

- Increases Efficiency: SharePoint consolidation will eliminate redundant activities and develop reusable templates and workflows that can be easily deployed throughout the enterprise.
- Improves Service: The enterprise consumer will benefit from the recommended SharePoint frameworks and strategies, which provide a common starting point for implementing collaboration tools.
- Reduces Complexity: A centralized SharePoint presence would help reduce licensing challenges. In addition, the creation of reusable templates and workflows will simplify and standardize SharePoint implementations throughout the State.
- Delivers Savings: SharePoint consolidation will generate savings for the State. A larger pool of SharePoint consumers will give the State increased leverage in vendor negotiations. In addition, consolidation of the service should result in decreases in hardware, software and staffing costs.

The Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Service envisioned by DAS will support OIT in providing ~~**SharePoint 2013~~ **SharePoint 2016**** in a multi-agency shared service model that can continue to grow and expand its service capabilities and offerings to meet the shared business needs of all the participating agencies at a cost effective and efficient manner and drive the productivity of the participating agencies. The ~~**SharePoint 2013~~ **SharePoint 2016**** service offering must be managed in such a way that it can take advantage of the economies of scale as well as leverage industry best practices and existing expertise of DAS and other state workers as well as contractors on an ongoing basis.

The Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Service will also support the 3 areas that OIT currently has in place today. This would be SharePoint Online for customers that only need out-of-the-box features, SharePoint On-premise for customers that require the use of third-party tools available On-premise but not available in the Cloud and/or have some customizations and finally a Dedicated area for customers that require a separate farm as determined by OIT.

Objectives.

Consistent with the State of Ohio's IT Optimization efforts, the Office of Information Technology regularly reviews State agency operations including business processes associated with each superintended agency's applications portfolio to identify opportunities to streamline State operations and business processes around core collaboration platform using ~~**SharePoint 2013~~ **SharePoint 2016****.

In conjunction with the State's review and development of its ongoing strategy, several opportunities have presented themselves that the State has prioritized as beneficial to the State enterprise. In general, these areas have been identified due to their ability to provide impactful and reliable collaboration platform to all State Agencies.

The scope of this RFP is in four general areas:

1. Design, Build, Test and Deploy an Enterprise Multi-Agency ~~**SharePoint 2013~~ **SharePoint 2016**** Environment;
2. Operational Run and Maintenance Services for the State's proposed Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Environment;
3. Project Services to Migrate, Enhance and Extend ~~**SharePoint 2013~~ **SharePoint 2016**** Capabilities within the State as projects; and
4. Agency Engagement/Adoption Services to assist Agencies in the best use of the Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** services.

Overview of the Project's Scope of Work. The scope of the Work is provided in greater detail within Supplement 1 to this RFP.

The State is committed to improving the number of minority-owned enterprises that do business with the State of Ohio. A "minority-owned enterprise" is an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held

themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians.

The offeror must set aside a minimum of 15% of the proposed work for Ohio certified minority business enterprises (MBEs). The named MBE must be certified by the Ohio Department of Administrative Services pursuant to ORC 123.151. For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division Web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>

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

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

Note: The offeror's MBE set-aside costs will be evaluated as a percentage (%) based on the offeror's proposed project management activities and project total costs.

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

Dates:

Firm Dates

RFP Issued:	October 4, 2016
Inquiry Period Begins:	October 4, 2016
Inquiry Period Ends:	October 31, 2016 November 8, 2016 at 8:00 a.m.
Proposal Due Date:	November 14, 2016 November 18, 2016 at 1:00 p.m.

Estimated Dates

Award Date:	November 2016
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Estimated Work Dates

Work Begins:	November 2016
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has nine (9) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

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

Attachments:

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| Attachment One | Evaluation Criteria |
| Attachment Two | Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile Summary |
| Attachment Eight | Standard Affirmation and Disclosure Form (EO 2011-2012K) |
| Attachment Nine | Cost Summary Workbook |
| Attachment Ten | Sample Business Associate Agreement (BAA) |

Supplements:

- | | |
|--------------|--|
| Supplement 1 | Enterprise SharePoint 2013 SharePoint 2016 Run, Maintenance and Operations and Projects Services |
| Supplement 2 | State Architecture and Computing Standards, Security, Privacy and Data Handling Requirements |

PART THREE: GENERAL INSTRUCTIONS

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

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

Dan Myers
Acquisition Analyst
Department of Administrative Services/OIT
Enterprise IT Contracting
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

- Access the State's Procurement Website at <http://procure.ohio.gov/>;
- From the Quick Links menu on the right, select "**Bid Opportunities Search**";
- In the "**Document/Bid Number**" field, enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Select "**Request for Proposals**" from the Opportunity Type dropdown;
- Click the "Search" button;
- On the Opportunity Search Results page, click on the hyperlinked Bid Number;
- On the Opportunity Details 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 (the "Offeror Representative" who is responsible for the inquiry,
 - Name of the prospective offeror,
 - The Offeror Representative's business phone number, and
 - The Offeror Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading of the provision in question, and
 - The page number of the RFP where the provision can be found.
- Enter the Confirmation Number at the bottom of the page
- 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 "Bid Opportunities Search" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to inquiries within three business days after receipt, excluding weekends and State holidays. 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.

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 “Bid Opportunities Search” function of the State’s Procurement Website (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

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

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

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the Proposal due date. The offeror must submit the technical section and the cost section of its Proposal in separate, opaque packages. The package with the technical section of the Proposal must be sealed and contain one (1) originally signed technical section and six (6) copies of the technical section. , The package with the cost section must be sealed and contain three (3) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**RFP #0A1178 -Enterprise SharePoint Design, Build, Migrate, and Support and Maintenance Services RFP – Technical Proposal**” or “**RFP #0A1178 Enterprise SharePoint Design, Build, Migrate, and Support and Maintenance Services RFP – Cost Summary,**” as appropriate.

All offerors are subject to the architecture and computing standards, and security, privacy and data handling requirements of Supplement 2, regardless of the offeror’s proposed solution.

Included in each sealed package, the offeror also must provide an electronic “searchable” copy of everything contained within the package on CD-ROM in Microsoft Office (native format), Microsoft Word (native format), Microsoft Project (native format), Microsoft Excel (native format) or 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 and must be received by the Department of Administrative Services Bid Desk no later than 1:00 p.m. (Columbus, Ohio local time) 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
Attn: Bid Desk

4200 Surface Road
Columbus, Ohio 43228

Bid Desk Main Phone Number: 614-466-5090

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 Desk 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 it has read this RFP, understands it, and agrees to be bound by its requirements and terms and conditions. The State is not responsible for the accuracy of any information regarding this RFP that is obtained from 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 it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants 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. In its sole discretion the State also may reject any Proposal 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 offerors submit will become the property of the State and may be returned only at the State's option. All Proposals will be open to the public after the State has awarded the Contract. Consequently, offerors should not include any confidential information in their Proposals or other material submitted as part of the evaluation process.

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

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

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

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

Proposal Instructions. The technical proposal and the cost proposal must each 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 by participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. 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.

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/or seek to do the Work through a new RFP or other means.

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

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

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

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

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for 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 is in the State's interest. Late proposals will not be opened or considered. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, led by the Procurement Representative.

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

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

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the

highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

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

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

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

In the case of any requirements that call for a team of people, the offeror must submit a team that collectively meets all the team requirements. But 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 Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned 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 Proposals that meet all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider one or more of the highest-ranking Proposals despite their failure to meet all the mandatory requirements. 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 higher ranking offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the highest ranking 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. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

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

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase

unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

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

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

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; 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. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

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

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

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

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has

not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful performance and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies. On behalf of itself and each of its candidates and subcontractors, each offeror submitting a Proposal consents to parties contacted by the State as part of the reference check process providing the State with reasonable information requested by the State. The offeror warrants that it has the authority to grant this consent on behalf of each of its candidates and subcontractors.

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

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. 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 and without unreasonable delay.

The State may limit negotiations to particular aspects of any Proposal or the RFP, limit the offerors with whom the State negotiates or to dispense with negotiations entirely. 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 must 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.

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

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

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

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

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project 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 Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract, unless the State agrees otherwise in writing. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the work, the State may terminate the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The State also may seek such other remedies as are available in law or in equity for the Contractor's failure to perform under the Contract.

Business Associate Agreement. Prior to Contract award, the offeror must sign the Business Associate Agreement in Attachment Eleven of this RFP. This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Agreement will be made a part of the Contract.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Contract that requires the exchange of information including protected health information protected by the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency's Health Plan is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Contract are entering into this Agreement to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Contract into compliance with HIPAA.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract (Attachment Five) in its final form;
2. The attached, amended and clarified version of Contractor's Response. Contractor's Response includes Attachment Four – General Terms and Conditions, and all other Attachments, Supplements and materials included in Contractor's Response; and
3. The attached Cost Proposal Workbook.
4. The applicable Purchase Order

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.

The term of the Contract will from the award date until the Work 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 six (6) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements. The first table lists the mandatory requirements for this RFP. 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 as described in the next table.

Mandatory Requirements	Accept	Reject
1. The Offeror or its proposed sub-contractor must have successfully designed, built and deployed at least two (2) SharePoint 2013 environments which included medium to large sized Development, Test and Production farms (based on Microsoft best practices) within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.		
2. The Offeror or its proposed sub-contractor must have successfully completed two (2) projects migrating content and solutions from SharePoint 2010 or later farm to a SharePoint 2013 farm within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.		
3. The Offeror or its proposed sub-contractor must demonstrate experience within the past three (3) years with aspects of operating and maintaining a SharePoint 2013 platform inclusive of: <ul style="list-style-type: none"> • Technology; • Configuration; • Security; and • Infrastructure change management. These functions must have been performed for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.		
4. The Offeror must agree and adhere to the Service Level Agreements in Supplement 1, Sections 8 and 9 in its entirety.		

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

Scored Requirements					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
The Offeror or its proposed sub-contractor must have successfully designed, built and deployed at least two (2) SharePoint 2013 **or later** environments which included medium to large sized Development, Test and Production farms (based on Microsoft best practices) within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company. **While experience with SharePoint 2013 is requested, SharePoint 2016 is preferred.**	50			5	7

Scored Requirements					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
The Offeror or its proposed sub-contractor must have successfully completed two (2) projects migrating content and solutions from one SharePoint 2010 or later farm to a SharePoint 2013 **or later** farm within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company. **While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.**	50			5	7
The Offeror or its proposed sub-contractor must demonstrate experience with at least one (1) project migrating content and solutions from one SharePoint 2013 **or later** farm to another SharePoint 2013 farm within the past (3) Years. **While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.**	50			5	7
The Offeror or its proposed sub-contractor must demonstrate experience with at least one (1) or more projects migrating content from SharePoint 2010 farms to SharePoint 2013 **or later** for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company. **While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.**	50			5	7

Design, Build and Deployment Services					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Architectural Design, Build and Deployment – The Offeror’s proposed approach and solution to design, build and deploy a highly scalable, multi-agency Enterprise SharePoint Farm to include Development, Test and Production environments based on the requirements in Supplement 1, Section 2.	100	0	2	5	7
Key Personnel and Required Contractor Roles, Relevant Experience The Offeror’s proposed team to meet the Design, Build and Deployment requirements of Supplement 1, Section 2.	75	0	2	5	7
Performance Monitoring and Testing Methodology – The Offeror’s proposed approach and performance metrics to the project’s requirements in Supplement 1, Section 2.	25	0	2	5	7

Migration Services					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Migration Services – The Offeror’s proposed approach and solution to deliver the migration requirements, processes and procedures as specified in Supplement 1, Section 3 in its entirety.	100	0	2	5	7
Key Personnel and Required Contractor Roles, Minimum Standards The Offeror’s proposed team to meet the Migration requirements of Supplement 1, Section 3.0.	75	0	2	5	7

Operations and Ongoing Support Services					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Ongoing Development and Evolution of the State’s SharePoint Services – The Offeror’s proposed approach and solution to deliver the project requirements contained in Supplement 1, Section 4.14 in its entirety.	25	0	2	5	7
Operations and Ongoing Support Services – The Offeror’s proposed approach and solution to deliver the operations and ongoing support requirements, processes and procedures as specified in Supplement 1, Section 4 in its entirety.	100	0	2	5	7
Key Personnel and Required Contractor Roles, Minimum Standards The Offeror’s proposed team to meet the Support and Maintenance requirements of Supplement 1, Section 4.0.	75	0	2	5	7
Service Level Agreements: Operate/Maintain (Run) Services - The Offeror’s proposed approach and solution to adhere to and deliver the requirements of Supplement 1, Sections 8 and 9 in its entirety.	50	0	2	5	7
Intranet-As-A-Service – The Offeror’s proposed approach and solution to meet the Intranet-As-A-Service requirements of Deliverable 001	10	0	2	5	7

Project Services					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Key Personnel and Required Contractor Roles, Minimum Standards The Offeror’s proposed team to meet the project requirements of Supplement 1, Section 7.0.	100	0	2	5	7
Service Level Agreements: Operate/Maintain (Run) Services - The Offeror’s proposed approach and solution to adhere to and deliver the requirements of Supplement 1, Sections 8 and 9 in its entirety.	50	0	2	5	7
Knowledge Transfer and Educational Services – The Offeror’s proposed approach and solution to deliver the educational and knowledge transfer requirements included in Supplement 1, Section 5 <u>as they relate to Project services.</u>	25	0	2	5	7
Project Requirements – The Offeror’s proposed approach and solution to the Project requirements contained in Supplement 1, Section 7 in its entirety.	50	0	2	5	7

Evaluation Scoring 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	65%
Cost Summary	20%
MBE Set-aside	15%

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

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

The offeror with the highest point total for the Supplement 1 Technical Proposal will receive 650 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formulas:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 650$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 200$$

The offeror with the highest proposed MBE Set-aside Cost percentage will receive 150 points. The remaining offerors will receive a percentage of the maximum MBE Set-aside points available based upon the following formula:

$$\text{MBE Set-aside Points} = (\text{Offeror's MBE Set-aside Cost Percentage} / \text{Highest MBE Set-aside Cost Percentage}) \times 150$$

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

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

Note: The offeror's MBE set-aside costs will be evaluated as a percentage (%) based on the offeror's proposed project management activities and project total costs. Any Hardware, Software or Cloud Service Bill of Materials (BOM) elements, including proposed hardware, environmental software and application solution software costs will not be a component in the evaluation of MBE set-aside percentage.

ATTACHMENT TWO: SPECIAL PROVISIONS

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

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

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

If the State determines that a Deliverable is not in compliance with the Contract, the State Project Representative will note the reason(s) for non-compliance and send notification to the Contractor 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 with the Contract, the State Project Representative will sign a Deliverable Submittal Form and return a copy to the Contractor. In addition, if the State Project Representative or designee determines that the State should make a payment associated with the Deliverable, the State Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

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

General Systems Implementation Standards. The Contractor has and will continue to use its best efforts through quality assurance procedures to ensure there are no viruses or malware or undocumented features in its infrastructure, software and services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by the State.

Inconsistencies between Contract and Deliverables. If any terms and conditions incorporated in a Deliverable, or other work product, are in addition to, inconsistent with, or conflict with the Contract, such terms and conditions are excluded and the Contract shall prevail.

The Contractor's Fee Structure. The Contract award will be for a Not-To-Exceed Fixed Price as agreed in the offerors Cost Summary Microsoft Excel® Workbook, Attachment Nine, (in native MS Excel format) payable in accordance with the following:

- **Project Deliverables.** The Contractor may submit an invoice for Deliverables or milestones upon receipt of a signed Deliverable Submittal Form indicating: (i) the Deliverable or milestone completed conformed to the Contract in all material respects; and (ii) payment should be made. Project Deliverables will be paid within 30 days of receipt of a proper invoice, noting that the Deliverable has been accepted in accordance with the Contractor's proposed Project Plan.
- **Operational Run Services.** The Contractor may submit an invoice for monthly operations/run services, inclusive of any service level credits. Monthly operations/run will be paid within 30 days of receipt of a proper invoice.

MBE Set-aside and Reporting. In accordance with the State's commitment to make more State contracts, services, benefits and opportunities available to certified Ohio Minority Business Enterprises (MBE), the State included in the Evaluation Scoring Formula of this RFP, a provision for the offeror to seek and set aside work for MBE subcontractors. The work set-aside must equate to a minimum of 15% of the offeror's cost proposal under this RFP. In seeking bids, the offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective MBEs will be evaluated including business ability, financial responsibility, and specific experience related to the work requirements;
- Require the MBE subcontractor to maintain its certification throughout the term of the Contract, including any renewals; and
- Propose the awarded MBE as a subcontractor under this RFP 0A1178.

After award of the RFP, the Contractor must submit a quarterly report to the DAS Contract Manager or designee documenting the work performed by and payments made to the MBE subcontractor. These reports must reflect the level of MBE commitment agreed to in the Contract. The reports must be filed at a time and in a form prescribed by the DAS Contract Manager or designee.

Notes:

1. For this RFP Ohio certified MBE's that are the prime **must** subcontract with an Ohio-certified MBE to meet the above requirement.
2. The offeror's MBE set-aside costs will be evaluated as a percentage (%) based on the offeror's proposed project management activities, deliverables and project services total costs. The Bill of Materials (BOM) elements, including proposed hardware, environmental software and application solution software costs will not be a component in the evaluation of MBE set-aside percentage.

Reimbursable Expenses. None.

Bill to Address. The State will provide the bill to address(s) after contract award. The bill to address may vary depending upon the work or services delivered.

Location of Data. The Contractor must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or store or otherwise make State data available outside the United States. The State also may reject any Proposal for which the Contractor has not submitted the affirmation and disclosure form EXECUTIVE ORDER 2011-12K representing that it will ensure that all work on the Project will be done within the United States and that all State data will remain in the United States. Additionally, the Contractor must provide advance written notification for approval if at any time the location of work or data changes.

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

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

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

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance testing, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance test such as the

timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

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

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

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

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

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

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

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

- Dependencies;
- Management or staffing issues;
- Standards of performance; and
- Work Breakdown Schedule (WBS) for all work in the IDA.

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

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

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. 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 preprinted 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. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations 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 sections of the RFP, 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.

Illustrative Example: Customers Served in the Widget Space:

Instructions: *The offeror is to describe the customers (i.e., companies, agencies, entities, etc.) served in the Widget domain and the nature of the services provided, as well as the duration of the service.*

Offeror Response: *The Acme Corporation has been in business for over 20 years, Acme is a leading supplier of Widget and Widget based services with clients in a variety of sectors including public (23 states) and private (125 of the Fortune 400).*

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

Each Proposal must include a response to every request for information in this Attachment and Supplement 1 whether the request requires a simple "yes" or "no" or requires a detailed explanation. When a detailed response is required, simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

Offerors are required to limit their responses to Supplement 1 and Supplement 2 to no longer than a total of three times the State provided page count for Supplement 1 and 2. For example, if Supplement 1 is 80 pages, the offeror's in-line responses, inclusive of the text of the State requirements, shall not exceed 240 pages in total. Offerors must choose a similarly sized typeface (generally 10 point for text and 8 point for tables) to that used for the State's requirements and not utilize smaller than 8 point fonts to work under this page limit restriction.

Offerors are advised to limit offeror marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its response. This page limit shall not apply to: State mandatory forms, representations and affirmations, response form(s) and other structured forms required under this RFP.

Each Proposal must contain the following **tabbed sections in the in-line response**:

Technical Proposal

1. Cover Letter
2. Supplier Information Form (OBM-5657)
3. Subcontractor Letters
4. Offeror Certification Form
5. MBE Certification(s)
6. Offeror Profile (as it relates to the proposed work)
7. Proposed Solution – Supplement 1 Response
8. Acceptance of Supplement 2 – State Architecture and Computing Standards, Security and Privacy, IT Computing Policy and Data Handling Requirements.
9. Proof of Insurance
10. Payment Address
11. Legal Notice Address
12. W-9 Form
13. Independent Contractor Acknowledgement
14. Standard Affirmation and Disclosure Form (EO 2011-12K)
15. Attachment 4: General Terms and Conditions Acceptance

Cost Proposal

Cost Summary - Microsoft Excel Workbook – Attachment Nine (must be separately sealed, in **native Excel format – not PDF**)

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter must include a brief executive summary of the solution the offeror plans to provide. The letter must also have the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles; and
- c. A statement certifying the Contractor is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.
- d. The name, address, e-mail, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.

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

Subcontractor Letters. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by an individual 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 statement of the subcontractor's commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.

Offeror Certifications. The offeror must complete Attachment 6, Offeror Certification Form.

MBE Certification. Any offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of their Ohio MBE Certification.

Offeror Profile. Each Supplement response must include a description of the offeror capability, capacity, and experience in support of the requirements of each Supplement response. 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 or relevant experience that will help the State assess the ability of the offeror to fulfill the obligations of the Contract.

The offeror must use the Offeror Profile Summary Form(s) (Attachment Seven) and fill them out completely to provide the required information. All offerors must also demonstrate experience to meet each of the applicable mandatory requirement(s) evaluation criteria by including the Offeror Mandatory Requirement Form provided in this RFP. Each offeror must meet the applicable mandatory requirement(s) in the RFP. If an offeror does not meet the applicable mandatory requirement(s), the State may reject the offeror's Proposal as non-responsive.

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

- a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. 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 actually 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 the milestones within the scope of work of this RFP.**

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.

Proposed Solution – Supplement 1 Response. The offeror must describe in detail how its proposed solution meets the Work and requirements described in this RFP. The offeror may not simply state that the proposed services will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the requirements of this RFP and how the offeror's proposed services meets those requirements.

- All Supplements are being provided as a Microsoft Word document through the State's procurement website as a convenience for responding to the RFP. The Supplement's content must not be modified. If the content is modified, reformatted or omitted, the offeror's response may be disqualified. As part of their response, Offerors are to provide native Microsoft Word, Excel and Project based documents that comprise the requirements of a Supplement, inclusive of their response.

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

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

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

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>

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

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

Cost Summary (must be separately sealed package). This RFP includes Cost Summary Workbooks in Microsoft Excel® as Attachment Nine. Offerors may not reformat the State's Cost Summary Workbooks. Each offeror must complete the applicable Cost Summary Workbooks in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Workbook or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

In addition, offerors must indicate the MBE cost and percentage for each element of the offeror's proposed cost utilizing the Cost Summary Workbook. The total MBE cost will be the sum of all MBE elements in the Cost Summary Workbook. The percentage will be the total MBE cost divided by the total offeror proposed cost.

The Cost Summary Workbook contains a Bill of Material (BOM) worksheet. The offeror must complete the worksheet by providing any specific software that is required to complete the project. The State reserves the right to use any State negotiated contracts to purchase software or hardware.

Note: MBE percentage will be calculated based on the offeror's proposed project management services and solution project implementation services.

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

The offeror's total cost for the Project must be represented as the Not-To-Exceed Fixed Price.

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's Proposal and the State's Request for Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Project 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 Project.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor 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 Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to 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 Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before 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 Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

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

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

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

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

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.

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

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

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

Right of Offset. The State may set off the amount of any Ohio tax liability, 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:

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

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

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

PART TWO: 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 Project duplicates the work done or to be done under the other contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related

or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Project, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this project.

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

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor 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. Further, the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles or equivalent consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. Additionally, the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice, and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Project. State audit rights will apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that will remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final Work products and deliverables; any partial or incomplete Work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract.

Right to Terminate as a Result of Audit Findings. In the event the State determines that the results of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 45 day period following written notice from the State, the State may terminate this Agreement, in part or in full.

If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.

If the Contractor fails to satisfy the requirements of the State with regard to matters not related to items contained in the preceding two (2) paragraphs, the State will provide Contractor with notice and an opportunity to cure the failure within forty-five (45) days. If the failure is not cured by Contractor within such forty-five (45) day period, the State may terminate this Contract without further notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient,

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

Suspension and Termination. The State may terminate this Contract in full or in part 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 Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

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

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

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

If the State terminates this Contract for cause, 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 Contract price as prorated by the State 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. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or equivalent and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending this Contract in full or in part rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project 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 Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's 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 Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

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

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

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

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

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.

Background Checks. All Contractor and subcontractor personnel assigned to the Enterprise SharePoint Design, Build, Migrate, and Support and Maintenance Services who have access to sensitive or confidential information or to sensitive State systems must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority. The fingerprint search and background checks must be completed before any such Contractor or subcontractor personnel gain access to State facilities, sensitive and/or confidential information or systems. All costs associated with this will be at the Contractor's expense. At its discretion, the State may reject any Contractor or subcontractor personnel based on the information provided in the completed background check.

Ohio MBE Certification. The 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 THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

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

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

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

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

Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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

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

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

The Contractor may grant the State a worldwide, nonexclusive, royalty free, perpetual license to use, modify, and distribute all Preexisting Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Preexisting 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 Preexisting Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

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

Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 45-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 45 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

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

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

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

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

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

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

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

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

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

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

The Contractor must make maintenance available twelve working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

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

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

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. 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.

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 by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

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

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

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

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

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

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

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

Registration with the Secretary of State. By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation <http://codes.ohio.gov/orc/1703.01> shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us> .

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE _____
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1178, entitled _____, is between the State of Ohio, through the Office of Information Technology, on behalf of _____, and _____ (the "Contractor").

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.

This Contract consists of:

1. This one-page Contract (Attachment Five) in its final form;
2. The attached, amended and clarified version of Contractor's Response to OAKSenterprise Supplement 3 – Enterprise Grant Management (EGM), RFP 0A1171 dated _____ ("Contractor's Response"). Contractor's Response includes Attachment Four - General Terms and Conditions, and all other Attachments, Supplements and materials included in Contractor's Response;
3. The attached Cost Proposal Workbook dated _____; and
4. The applicable Purchase Order.

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.

The term of the Contract will from the award date until the Work 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 six (6) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

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

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE – DO NOT FILL OUT _____

By:

By: [Robert Blair](#)

Title: _____

Title: [DAS Director](#)

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

Note: Offeror must provide a response to each of the numbered items in the Offeror Certification Form.

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

8. The offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT #1:

The Offeror or its proposed sub-contractor must have successfully designed, built and deployed at least two (2) SharePoint 2013 environments which included medium to large sized Development, Test and Production farms (based on Microsoft best practices) within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint work performed and completed through production deployment.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT #2:

The Offeror or its proposed sub-contractor must have successfully completed two (2) projects migrating content and solutions from SharePoint 2010 or later farm to a SharePoint 2013 farm within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint work performed and completed through production deployment.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT #:3

The Offeror or its proposed sub-contractor must demonstrate experience within the past three (3) years with aspects of operating and maintaining a SharePoint 2013 platform inclusive of:

- Technology;
- Configuration;
- Security; and
- Infrastructure change management.

These functions must have been performed for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint operations and maintenance work performed and completed.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT #:4

The Offeror must agree and adhere to the Service Level Agreements in Supplement 1, Sections 8 and 9 in its entirety.

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
<p>The Offeror must confirm in writing that they agree and will adhere to the Service Level Agreement in Supplement 1, Sections 8 and 9 in its entirety.</p>		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR SCORED REQUIREMENTS

Scored Requirements

The Offeror or its proposed sub-contractor must have successfully designed, built and deployed at least two (2) SharePoint 2013 ****or later**** environments which included medium to large sized Development, Test and Production farms (based on Microsoft best practices) within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

****While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.****

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint design, build and deployment work performed and completed.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR SCORED REQUIREMENTS

Scored Requirements

The Offeror or its proposed sub-contractor must have successfully completed two (2) projects migrating content and solutions from one SharePoint 2010 or later farm to a SharePoint 2013 ****or later**** farm within the past three (3) years for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

****While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.****

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint migration work performed and completed.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR SCORED REQUIREMENTS

Scored Requirements

The Offeror or its proposed sub-contractor must demonstrate experience with at least one (1) project migrating content and solutions from one SharePoint 2013 ****or later**** farm to another SharePoint 2013 ****or later**** farm within the past (3) Years.

****While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.****

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint migration work performed and completed.		

**ATTACHMENT SEVEN
OFFEROR PROFILE**

OFFEROR SCORED REQUIREMENTS

Scored Requirements

The Offeror or its proposed sub-contractor must demonstrate experience with at least one (1) or more SharePoint 2010 farms to SharePoint 2013 ****or later**** for a Federal Institution, State, Local Municipality, Higher-Education Institution, or Fortune or Global 500 company.

****While experience with SharePoint 2013 is requested, experience with SharePoint 2016 is preferred.****

Client:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Project:	Contact Phone Number:	Contact Email Address:
Name of Offeror or proposed sub-contractor:	Beginning Date of Qualification: Month/Year	Ending Date of Qualification: Month/Year
Describe SharePoint migration work performed and completed.		

ATTACHMENT EIGHT: STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. 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 EIGHT

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

CONTINUED

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
Sub-contractor(s):

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its sub-contractors 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 will 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 NINE
SUPPLEMENT ONE –Enterprise SharePoint Design, Build, Migrate, and Support and Maintenance
Services
COST PROPOSAL

Attachment Nine is included as an electronic form in the Opportunity Description on the State Procurement Website for this RFP. The Cost Proposal is to be submitted in Microsoft Excel workbook in native Excel format – not PDF.

**ATTACHMENT TEN
SAMPLE BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between _____ (referred to as "Business Associate") and the State of Ohio, Department of Administrative Services (referred to as "Agency"), for length of underlying agreement.

WHEREAS, Agency will make available and/or transfer to Business Associate confidential, personally identifiable health information in conjunction with the terms and conditions of the underlying agreement, and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- 1.1. Protected Health Information ("PHI")** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto, received from or on behalf of the Agency.
- 1.2. Unsecured PHI** is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- 1.3. Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- 1.4. Individual** means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.
- 1.5. Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.

2. Copy of Privacy Practices. If applicable, Agency shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Permitted Use. The Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

- 3.1. Covered Functions.** Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the underlying agreement.
- 3.2. Disclosure Restrictions.** If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
- 3.2.1. Disclosure is required by law; or
 - 3.2.2. Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially and only may be used or further disclosed as required by law or for the purposes of the disclosure; and person/entity agrees to notify Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
- 3.3. Data Aggregation.** To permit the Business Associate to provide data aggregation services relating to the operations of Agency. Aggregation is defined as combining PHI received from multiple Business Associates to produce data analysis that relates to the operation of the respective Covered Entities.
- 4. Minimize Use of PHI.** The Business Associate agrees that it will not request, use or release more than the minimum necessary amount of PHI to accomplish the purpose of the use, disclosure or request.
- 5. Business Associate Safeguards.** The Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency. The Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
- 6. Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.**
- 6.1. Incident Reporting.**
- 6.1.1. Business Associate shall report to Covered Entity the following:
 - 6.1.1.1. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and

- 6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 6.1.2. Within 24 hours of discovery of a suspected reportable incident as described in 6.1.1 above, Business Associate shall notify Covered Entity of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within 72 hours of discovery shall provide Covered Entity, in writing, a report describing the results of Business Associate’s investigation, including:
- 6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;
 - 6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;
 - 6.1.2.3. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;
 - 6.1.2.4. A description of the probable causes of the incident;
 - 6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and
 - 6.1.2.6. Whether the Associate believes any federal or state laws requiring notifications to individuals are triggered.
- 6.1.3. Reporting and other communications made to the Covered Entity under this section must be made to the agency’s HIPAA privacy officer at:
- Ohio Department of Administrative Services
Office of Legal Services
30 East Broad Street, 40th Floor
Columbus, Ohio 43215
Main: 614-644-1773
Direct: 614-902-4154
Email: paul.russell@das.ohio.gov

6.2. Business Associate Mitigation. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the agency. Business Associate shall preserve evidence.

6.3. Coordination. Business Associate will coordinate with the agency to determine additional, specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities. Notifications, if any, will be made at the direction of the agency.

- 6.4. Incident costs.** Business Associate shall bear all costs associated with the incident. This may include, but not be limited to, costs associated with notifying affected individuals. It also may include the cost of investigation, remediation, and assistance to individuals including services such as a standard level of identity-theft protection service that includes credit-monitoring such as AllClear ID's standard service with credit monitoring or other comparable service available to Ohio agencies under state term schedules.
- 7. Agency Indemnification.** Business Associate hereby indemnifies Agency and agrees to hold Agency harmless from and against any and all losses, expense, damage or injury that Agency may sustain as a result of, or arising out of, Business Associate, or its agent's or subcontractor's, unauthorized use or disclosure of PHI.
- 8. Subcontractor Obligations.** Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Business Associate. .. The Business Associate obtain Agency approval prior to entering into such agreements.
- 9. Access to PHI.** Business Associate shall make all PHI and related information maintained by Business Associate or its agents or subcontractors available as soon as practicable following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:
- 9.1. Inspection and Copying.** Make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- 9.2. Accounting.** To account for disclosures of PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PHI in its possession available to Agency as soon as practicable following a request for PHI, but within fifteen (15) days, to fulfill Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Agency, incorporate any amendments or related statements into the information held by the Business Associate and any subcontractors or agents.
- 10. Compliance and HHS Access.** The Business Associate shall make available to the agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from the agency, or created or received by the Business Associate on behalf of the agency. Such access is for the purpose of determining the agency's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that Agency has the right to immediately terminate this Agreement and seek relief, if Agency determines that the Business Associate has violated a material term of the Agreement.
- 11. Ownership and Destruction of Information.** The PHI and any related information created or received from or on behalf of Agency is and shall remain the property of the Agency. The

Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Upon termination of this Agreement, Business Associate agrees, at the option of Agency, to return or securely destroy all PHI created or received from or on behalf of Agency following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate agrees to provide Agency with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and all copies of PHI is not feasible, the Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

- 12. Termination.** Notwithstanding any term or condition in the underlying agreement, the State may terminate the underlying agreement if at any time it determines that the Associate has violated a material term of this Business Associate Agreement. In the alternative, the State may, at its sole discretion, take any action provided in the underlying agreement, may suspend the Agreement, or may allow Associate a reasonable period of time to cure before termination, when such action is determined to be in the State's best interest. Upon suspension of the agreement, the State may, at its sole discretion, require the Associate to comply with the requirements of Paragraph 11, Ownership and Destruction of Information, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the underlying agreement as they relate to performance of the underlying agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.
- 13. Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
- 14. Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
- 15. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Associate.
- 16. Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated thereunder and HITECH. Any conflicts in the security and privacy terms and conditions of this agreement with those in the underlying agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- 17. Notice.** For any notice under this Agreement to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Agreement.
- 18.** Notwithstanding section 6 of this Agreement, any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Agency:



To Business Associate:

IN WITNESS WHEREOF, the parties hereto agree to the foregoing,

[Business Associate Name Here]

**Ohio Department of
Administrative Services**

Representative

Representative

Title

Title

Date:

Date:

SAMPLE

AMENDMENT 2 FOR RFP NUBER 0A1178 SUPPLEMENT 1

The attached page(s) represent the Request for Proposals (RFP) amendment for the RFP listed above. Please use replacement pages contained in this document to replace the page(s) previously issued by the State.

Specifications and requirements that have been revised are surrounded by double asterisks, bold type and when applicable, strikethrough.

NOTE: Most occurrences of SharePoint 2013 have been changed to SharePoint 2016 where applicable.

Changes have been made on the following pages.

1, 4, 5, 7, 9, 11, 16,17, 21, 22, 23

Supplement ~~1~~

Enterprise SharePoint Support and Maintenance
Services

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1.0 Ohio's Enterprise SharePoint Environment

1.1. Background

The Department of Administrative Services (DAS), Office of Information Technology's (DAS/OIT) SharePoint Service offers Microsoft SharePoint Server 2010 portal setup and hosting services for state entities interested in internal collaboration, external collaboration, organizational portals, business process workflow and business intelligence. It has been a mission critical service for the State since 2007 with over 120 State Agency, Board and Commission customers and over 20,000 users.

The environment has evolved from Windows SharePoint Services 2.0 to the version currently running today, SharePoint Server 2010. Although there are a number of SharePoint farms statewide, the DAS/OIT multi-agency farm is the only shared farm and is open to any state entity. The service can host team sites, intranet sites, extranet sites, as well as public facing sites and access can be granted to external (non-state) users for collaboration purposes.

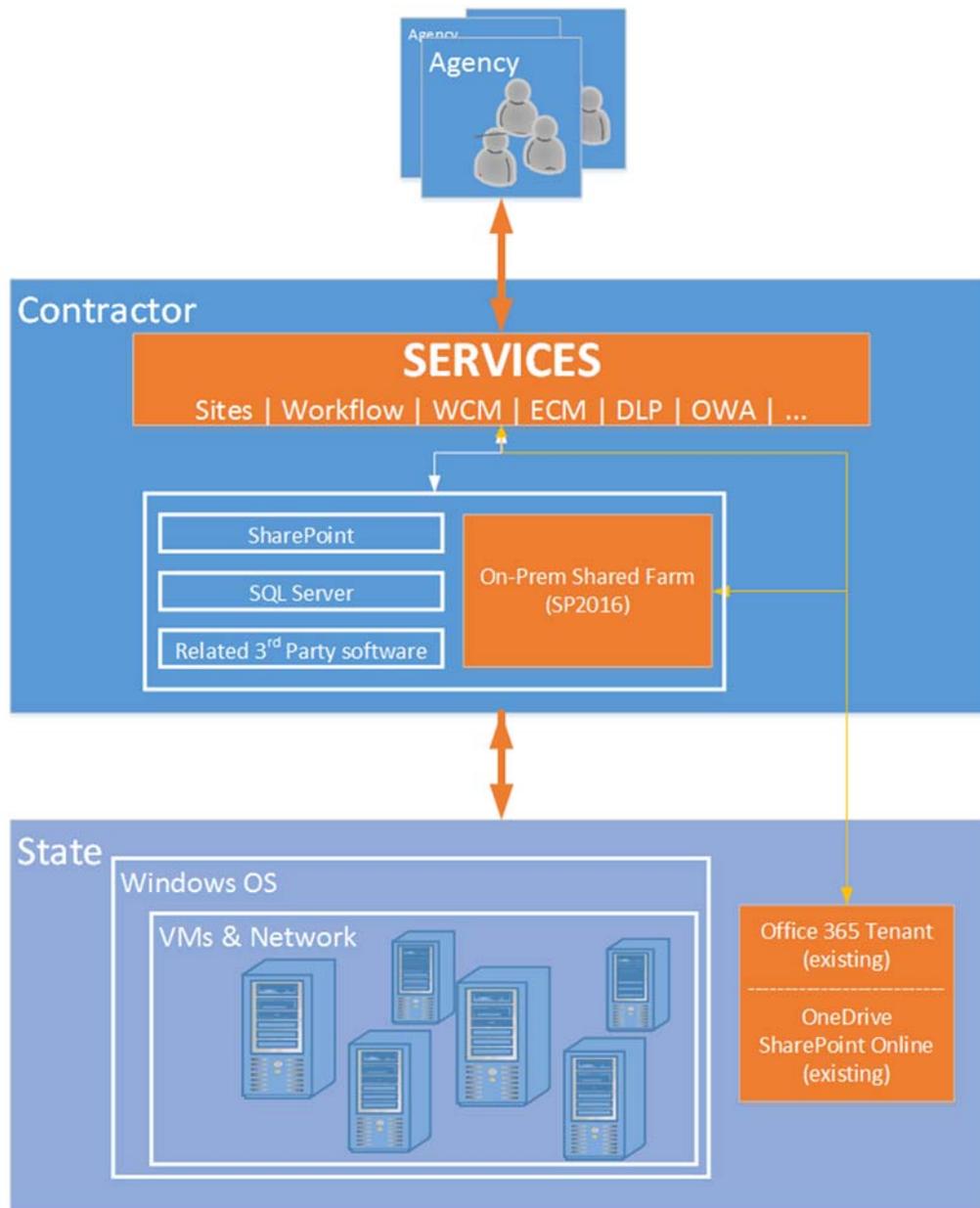
Due to resource constraints in recent years, DAS/OIT's role has mainly focused on infrastructure management. However, given the goal of statewide IT Consolidation, the service now needs to evolve into a strategic service offering to support Ohio's consolidation efforts outlined in the December 2013 document published [Consolidated IT Optimization Approach](#):

1.2. Overview of Scope

The Enterprise SharePoint Service envisioned will support DAS/OIT in providing ~~**SharePoint 2013~~ **SharePoint 2016**** in a multi-agency shared service model that can continue to grow and expand its service capabilities and offerings to meet the shared business needs of all participating agencies at a cost effective and efficient manner and drive the productivity of the participating agencies. The SharePoint service offering must be managed in such a way that it can take advantage of the economies of scale as well as leverage industry best practices and existing DAS/OIT resource expertise. The SharePoint on premise managed service offerings must seamlessly leverage the SharePoint Online capabilities of Office365 to provide the State Agencies with a true hybrid offering for secure interaction with trusted parties.

The chosen Contractor will migrate the Ohio Department of Medicaid (ODM), as a pilot agency, from their current SharePoint 2013 to the new Enterprise SharePoint Service.

The following diagram depicts DAS/OIT's vision of its Enterprise SharePoint Service once the requirements from this RFP have been fulfilled:



The Contractor has the responsibility to provide overall project management for the following seven (7) task areas in this Supplement, specifically:

1. Design, build, test and deploy an Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** environment, (detailed in Section 2 of this Supplement, as well as Supplement 2: Security and Privacy Data Handling Requirements).
2. Migration of current ODM SharePoint 2013 sites-pilot, (detailed in Section 3 of this Supplement, as well as Supplement 2: Security and Privacy Data Handling Requirements)
3. Support and maintain the State's Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Service (detailed in Sections 4 and 8 of this Supplement).
4. Knowledge Transfer, Educational Services and Training (detailed in Section 5 of this Supplement).
5. Development of a rate card in Support of Additional State Agency Adoption and Deployment of SharePoint services (detailed in section 6 of this Supplement).
6. Project Management practices and Requirements documentation (detailed in section 7 of this Supplement).
7. Service Level Requirements for Enterprise SharePoint Run (detailed in section 8 of this Supplement)

1.3. Identification of Required State Deliverables in this Supplement

All deliverables are numbered sequentially in red text, for identifying purposes only (e.g., **Deliverable 000**). The numbering sequence follows where, in the text, the deliverable requirement occurs which may not necessarily reflect the actual timing or sequence of deliverables as produced by the Contractor in the course of delivering the work. Notwithstanding deliverable numbering, Contractors must deliver all deliverables as part of the work, and as part of their proposal refer to these identifying numbers accordingly without renumbering them. Should a deliverable indicate sub-attributes marked by a red bullet (■), the Contractor must include these elements at a minimum, but not necessarily limited to these elements, as part of the deliverable.

The following deliverables are identified in greater detail throughout this supplement.

Table of Deliverables

Deliverable 001.	Requirements Validation and Documentation
Deliverable 002.	Solution and Technical Design Document(s)
Deliverable 003.	Configure, Deploy and Migration of SharePoint Sites and Ancillary Software
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Deliverable 005.	Migration Validation Test Scripts, Cases and Reports
Deliverable 006.	ODM Training, Organization Change Management and Transition Plan
Deliverable 007.	Service Definition, Governance and Chargeback Model
Deliverable 008.	Development and Ongoing Support Model – Tools and Standard Processes
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Deliverable 010.	Backup and Data Recovery Support Plan
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Deliverable 016.	Solution Lists
Deliverable 017.	Testing Reports
Deliverable 018.	Deployment Plan
Deliverable 019.	End to End Validation
Deliverable 020.	Project Knowledge Base
Deliverable 021.	Post Implementation Review
Deliverable 022.	Provide Run Book
Deliverable 023.	Installation and Configuration Documentation
Deliverable 024.	Provide Final Upgrade Documentation

1.4. DAS/OIT Responsibilities

The State of Ohio will be responsible for providing the following Infrastructure-as-a-Service to support the Design, Build, Test, Deployment, Support and Maintenance efforts described within this RFP. Any software used by the Contractor to meet the responsibilities under this contract must be licensed to the State and will be owned by the State. While the State intends to leverage existing enterprise contracts to purchase SharePoint licensing, we are also interested in the Offeror's extended pricing of ~~**SharePoint 2013~~ **SharePoint 2016**** licensing. All pricing must be entered into Attachment 9 Enterprise SharePoint Cost Summary on the BOM tab.

1. Network
2. Hardware
3. Storage
4. Operating System
5. SharePoint licensing
6. VMware instance
7. VMware snapshot
8. Workspace and network
9. Office 365

2.0 Design, Build, Test and Deploy an Enterprise Multi-Agency ~~**SharePoint 2013~~ **SharePoint 2016**** Environment

The Contractor must design, build, test and deploy an Enterprise ~~SharePoint 2013~~ **SharePoint 2016** Farm consisting of, Production, Test and Development environments. The State has identified the following requirements listed below. The Offeror must propose a solution that aligns with the State's requirements and also include any other requirements that are needed.

As part of performing the work, the Contractor will be responsible for the identification, communication, management and technical discrepancies utilizing the DAS/OIT Infrastructure Services division staff inclusive of Servers/Virtual Machines, Network, Storage, identity/active directory and underlying SharePoint databases (as recipients of these SharePoint servers) and ODM (as users of these SharePoint servers). In addition, the Contractor must provide an automated, repeatable and scalable deployment methodology to migrate software, changes, data and contents from Development (DEV) to QA/Test (QA) to Production (PROD) to include the process for deploying on a pre-defined schedule or an as needed basis.

The Contractor must provide all design, build, deployment, and support functions on-site at the State of Ohio Computer Center.

During this phase of the Project the Contractor will be responsible for producing the following deliverables to the State:

■
Deliverable 001. Requirements Identification and Documentation

Delivery of a definitive requirements document that must include:

- Build a scalable, multi-agency environment that supports all State of Ohio agencies, boards and commissions
- Provide an Intranet-As-A-Service offering to equip agencies with a user-friendly process for designing customized intranet portal branding and content-publishing solutions.

The offering must:

- leverage pre-designed, best-of-breed modules and repeatable design methodologies
 - be able to integrate with SharePoint Online
 - be consumable on a per-agency basis, without affecting other agencies residing on the same tenant
 - be customizable by engaging the Offeror's development team to design or assist with agency-specific needs
 - be a service that the Offeror is already providing, and from which the Offeror is already earning revenue, or be a service provided by an existing 3rd-party provider
- Integration of Agency Applications & Services:
 - Seamless integration of agency SharePoint site(s) with the O365 suite of tools and on premise or cloud applications.
 - Authentication via the DAS/OIT ID Domain and Single Sign On for all users.
 - Unified Search experience including enablement of users to search contents in the O365 suite of tools and on premise solutions including integrated enterprise document management solutions such as Hyland Onbase and corporate shared drives. The results must be presented to the user as a single set of data (not separately as Cloud and on premise)
 - Develop a detailed Requirements Traceability Matrix
 - Develop detailed test plans for farm validation

Deliverable 002. Solution and Technical Design Document(s)

Provide definitive architectural and Solution Design documents to include:

- Logical development, logical test and logical production environments for each agency.
- Single sign-on must be enabled for all Enterprise Users. Once an Enterprise User logs into their endpoint, they will not be required to re-authenticate.
- The farms must use the State's current Enterprise Active Directory as the authentication provider for all three environments. If needed, the solution must be capable of using the Azure Active Directory services.
- The farms will be used as the State's Enterprise farm and therefore must be scalable.
- The Test and Development environments must use a separate Active Directory than the Production environment.
- The farm must be configured as a hybrid working seamlessly with the State's SharePoint Online Tenant
- All tiers will be built on the VMware platform.

- Architecture must be designed for high availability.
- The Contractor must provide hardware specifications to support a multi-agency based on the Enterprise requirements (See Deliverable 001).
- Identify, document and work in conjunction with DAS/OIT to resolve any network (e.g., IP addresses, domain, name/numbering, firewall) or SharePoint server specific items (e.g., administration, user management, identities, roles and permissions) that may arise.
- The Contractor must provide services that enable rights management for SharePoint (On Premise and Cloud) and One Drive
- The configuration must support encryption at rest and encryption in transit.
- The system must be configured to be able to audit all activities on SharePoint and Office 365, including file use and search.
- The Contractor must work with DAS/OIT and ODM to develop required security procedures and policies that can be enforced via the application. These procedures and policies must be updated continuously based on direction from the State of Ohio Security team and/or upgrades and changes to SharePoint or Office 365 suite of tools.

Deliverable 003. Configure, Deploy and Migration of SharePoint Sites and Ancillary Software

In parallel with the above, and under the supervision of DAS/OIT, the Contractor must configure, deploy and perform system testing functions to demonstrate to both DAS/OIT and ODM that the migration will not adversely impact day-to-day operations nor result in any loss of data. The Contractor must design, implement and migrate services to the new environment by using DAS/OIT's provided Technical Infrastructure (collectively: servers, storage, networking, software licenses, and identity/security/role information).

- Migrate all data, SharePoint sites, business rules, processing logic, views and reports implemented at Medicaid utilizing SharePoint to the DAS/OIT SharePoint Service
- Migrate any Microsoft or 3rd Party companion tools or replace with equivalent or superior tools to enable equivalent or superior application business logic and workflow (e.g., Metalogix, Nintex and Dell applications) to the DAS/OIT Service.
- Document all test results.

Deliverable 004. ITIL-based Implementation and Operations Guide

The Contractor must provide an Implementation Guide inclusive of configuration details and ongoing Operations for the farm build ongoing operations that is suitable for the State to use thereafter for subsequent projects and operation of the system.

- The Contractor must design and implement an Operational Run and Maintenance service that includes the State's ITIL based high level processes for the Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** platform (See Section 4) inclusive of:
 - **Incident Management** – Manage service disruptions and restore normal operation quickly.
 - **Problem Management** – Identify the underlying cause of recurring multiple incidents appearing related, (recurring related incidents).
 - **Change Management** – Minimize the impact of service maintenance.
 - **Configuration Management** – Define and maintain a configuration management database (CMDB).
 - **Operational Reports** – Customized operational and maintenance reports regarding platform performance, availability, uptime, users and other statistical information.

3.0 SharePoint Migration Requirements

The Ohio Department of Medicaid (ODM) will be the first agency to migrate existing content from the current Ohio Department of Job & Family Services' SharePoint 2013 farm to the newly built Enterprise farm. Business requirements are as follows:

- The ODM SharePoint environment must enable Cloud portal for collaboration, including the O365 suite of tools
- The ODM SharePoint environment must enable users to access the Medicaid Central Intranet sites and subsites without the use of a VPN when the user is outside of the ODM network

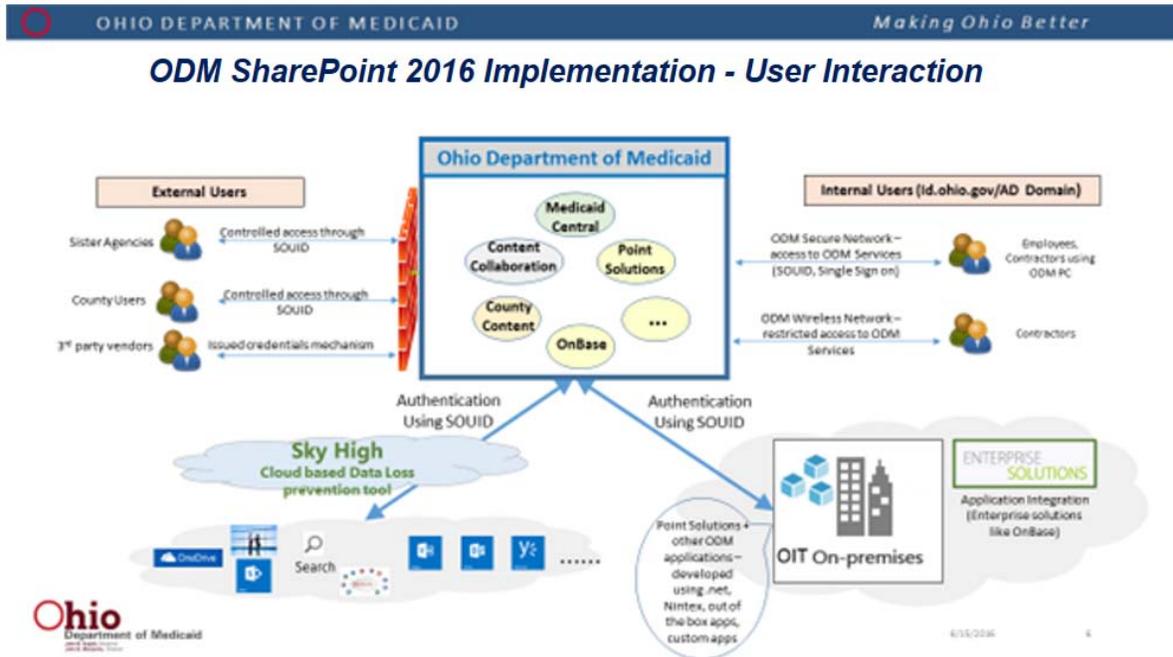
- The new SharePoint farm must have services in place for Data loss prevention (for sensitive data***), eDiscovery and legal hold.

The definition of **Sensitive Data** for purposes of this Work, and all implementations that may contain sensitive data is as follows: Sensitive data is any type of computerized data that presents a high or medium degree of risk if released or disclosed without authorization. There is a high degree of risk when unauthorized release or disclosure is contrary to a legally mandated confidentiality requirement. There may be a medium risk and potentially a high risk in cases of information for which an agency has discretion under the law to release data, particularly when the release must be made only according to agency policy or procedure. The computerized data may be certain types of **personally identifiable information** that is also sensitive such as medical information, social security numbers, and financial account numbers. The computerized data may also be other types of information not associated with a particular individual such as security and infrastructure records, trade secrets and business bank account information as defined in Supplement 2: Sate Architecture and Computing Standards, Security, Privacy and Data Handling Requirements.

- The offeror must provide services that enable rights management for SharePoint (On Premise and Cloud) and One Drive
-
- The configuration must support encryption at rest and encryption in transit.
-
- The system must be configured to be able to audit all activities on SharePoint and Office 365, including file use and search.
-
- The offeror must provide or make available processes and tools to enable external sharing with non-state entities (via SQUID or other state supplied Identity Management mechanism).
-
- The offeror must develop and maintain a *SharePoint System Security Plan (SSP) for the ODM configuration in alignment with NIST 800-53, Rev. 4 (moderate) security controls and relevant State of Ohio and Ohio Department of Medicaid Policies. The SSP must be updated no less than annually or based on direction from the State of Ohio Office of Information Security and Privacy and/or upgrades and changes to SharePoint or Office 365 suite of tools or third-party security tools.*
-
- The Contractor must develop procedures, including job aids and end user documentation, for ODM detailing how to utilize rights management, auditing, eDiscovery, legal hold, encryption, and any other implemented security controls.

The following diagram depicts the required User Interaction end state for the ODM ~~SharePoint 2013~~ **SharePoint 2016** environment.

ODMs Conceptual End-State Architecture



The following services must be enabled and available for ODM use as part of the initial setup and migration. Additionally, the Contractor must recommend a roadmap for the implementation and adoption of these services within Medicaid:

~~SharePoint 2013~~ **SharePoint 2016** Services

- Excel Services
- Access Services
- Managed Metadata Service
- Secure Store Service
- Visio Graphics Service
- Work Management Service
- SharePoint Add-Ins
- Office Web Apps
- Nintex Workflow (recommended SKU: Complete)

Office 365 Services

- SharePoint Marketplace access / Office Store service
- Office 365 API / Integrated Apps Service
- PowerBI
- Planner
- Yammer (pending State of Ohio Security guidelines)
- Azure Rights Management service (pending State of Ohio Security guidelines)

The Contractor must, as part of its design and implementation activities include design and implementation of integration with Hyland OnBase, as referred to in *Integration of Applications & Services* in Deliverable 001, sufficient to provide users functions to

- store documents and other artifacts developed using SharePoint/Office365 as a system of record in OnBase
- include OnBase search results as defined by the Unified Search experience in Deliverable 001.

Further, the Contractor must, as part of its design and implementation activities include design and implementation of integration with The IT Service Management Tool to provide an operational dashboard view of user tickets within the *Medicaid Central* portal, as referred to in *Integration of Applications & Services* in Deliverable 001.

3.1. Migration of existing ODM SharePoint solutions and contents

The Contractor must successfully migrate all the current site collections which include Medicaid Central Intranet, Point solutions, eRoom and OneDrive. This must include data, documents, and workflows (excludes inflight workflows). When copying and migrating content, the scope must include primary sites and sub-sites.

The Contractor must work with the ODM PM to coordinate the meetings and discussions that are required to support the project lifecycle activities. Work for each project lifecycle step must be completed in its entirety (i.e, activities, work products and all deliverables accepted) prior to work commencing in subsequent lifecycle steps.

The Contractor's migration methodology must include and the Contractor must utilize steps for:

- Migration Plan
- Detailed test plan – System Test, Integration and Performance test
- User Acceptance Test
- Knowledge Transfer
- Final Deployment
- Post Deployment Support

These site collections and migrations must include:

Medicaid Central sites (SharePoint Intranet; approximately 35GB size), :

1. Executive Use
 - a. Info & Tech Services
 - b. Contracts & Procurement
 - c. Fiscal Operations
 - d. Legal
 - e. Program Integrity
 - f. Chief Strategy Office
 - g. Health Plan Policy
 - h. State Plan
 - i. Internal Resources
 - j. Communications
 - k. State Innovation Model (SIM)
2. Provider Services
 - a. Cost Avoidance TPL
 - b. Managed Care
 - c. Provider Services
3. Beneficiary Services
 - a. Clinical Operation
 - b. Consumer Operations
 - c. Long Term Care

Point Solutions (Nintex Workflow solutions; medium to high workflow complexity; current data content size approximately 27GB)

1. ARTS
2. Position Request
3. ID Badge Request
4. Incident Reporting

5. Overtime Request
6. Training/Seminar/Conference/Travel Request
7. Constituent Inquiry
8. Rules Processing

eRoom (Document Libraries; approximately 55GB size; 60+ subsites)

Deliverable 005. Migration Validation Test Scripts, Cases and Reports

The Contractor must develop migration validation test scripts, cases and reports sufficient for DAS/OIT and ODM to verify that all data has been migrated, user access integrity (roles, permissions, etc.) is maintained and that any 3rd party tools or extensions as identified herein remain functional as per the existing ODM environment instances.

Deliverable 006. ODM Training and Transition Plan

- The Contractor must develop and implement a detailed training and transition plan for activities that must be conducted by ODM Staff in the new environment.
- ODM Adoption Plan
 - The Contractor must develop and execute an Organizational Change Management (OCM) Plan that provides agency wide awareness, education, adoption and usage of the new service offerings. The OCM plan must incorporate Medicaid Central content publishing, SharePoint on premise, SharePoint Online, O365 and integrated enterprise service offerings such as Hyland software's OnBase.

3.2. Post Deployment Methodology

The Contractor must define and document a post deployment support methodology and communicate this to the ODM Project team prior to final deployment to ensure that:

- After the successful migration of the ODM Sites, subsites and contents, ongoing services must be available for Site provisioning/de-provisioning, management of shared site templates, and resolution of any post-deployment defects and approved change controls.
- ODM migration signoff by ODM and DAS/OIT.

The newly provisioned environment must support the ability to deploy and rollback changes to the environments per a pre-defined release schedule that follows a scripted and repeatable change and release management methodology or on an as needed (emergency) basis to support ODM's customer requirements. The Contractor must collaborate with the State as part of Deliverables 006, 007 and 008 to develop, refine and finalize these methods for ongoing State use.

4.0 Support and Maintenance of the State's Enterprise SharePoint Service

In high-level terms, Support and Maintenance of the State's Enterprise SharePoint Service will include:

- SharePoint application administration, reporting, and support;
- Supporting the State in re-testing or validating State specified requirements coincident with Major and Minor SharePoint system releases;
- Application Break/Fix responsibility and Minor Enhancements to State specified requirements;
- Migration to Production of Application Break/Fixes once meeting the State's acceptance criteria;
- Environment refresh services for all environments built as part of this implementation
- Following the State's existing system change management and Production version control;
- Review of system usage, performance and reliability reports and collaboration with State Infrastructure Staff to drive system usability, reliability and performance;

4.1. Specialized Project Staffing Requirement

The State will require the Contractor to provide, at minimum, the following resource on-site during core business hours.

One SharePoint Farm Admin/Tenant Admin that is fluent in contemporary SharePoint system administration tasks and preferably maintains either SharePoint System Administration certification from Microsoft or recent and demonstrable experience in performing large-scale SharePoint System Administration functions.

4.2. Foundational Enterprise Support and Maintenance Requirements

The Contractor must work within the State's IT Service Management Tool service desk framework and adhere to all established ITIL processes and procedures as outlined in Section 4.12. As part of service introduction, the Contractor must develop, and thereafter adhere to and support the State in operating under the following Service Support and Maintenance deliverables:

Deliverable 007. Service Definition, Governance and Chargeback Model

- Working with the State, the Contractor must create a Service Definition Document that defines all facets of the service as described in Section 1.1 Background and Section 1.2 Overview of Scope. The document must also include a defined set of Service Management Standards, Common Service Capabilities, and Common Solutions and Tools.
- Working with the State, the Contractor must create a Governance Document to govern all aspects of the service offering including Functional and Operational Agreements, Security Standards and Guidelines, Service and Data Privacy Standards and Guidelines, Service Request and Review Process, User Adoption and Training Strategy.
- Working with the State, the Contractor must create a chargeback model that captures all operating costs of the SharePoint Service sufficient to amicably charge Agencies that utilize the Service that includes the managed service as well as the use of any premium tools and/or services.
- The Contractor must jointly coordinate with the O365 Governance Board and DAS/OIT on all matters that pertain to the service.

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Deliverable 008. Development and Ongoing Support Model – Tools and Standard Processes

- The Contractor must create a Development Support Model to cover any client side and user solution development customers may do to include, but not limited to, Workflow development, Content Publishing and deployment/migration of artifacts between environments
- The Contractor must recommend a standard set of tools for Workflow, Administration, Migration, Reporting, Monitoring, and Content Management. If the State agrees with the Contractor's recommendation, the State may choose to purchase the standard set of tools.
- The Contractor must create a Standard Set of Processes for Site Provisioning, App Provisioning and Password Reset.

Deliverable 009. Detailed Staffing Plan and RACI Chart

The Contractor must provide a RACI chart that represents its support for the service in run (operate and maintain) State inclusive of all Contractor, State (OIT and Agency teams) staff members.

Deliverable 010. Backup and Data Recovery Support Plan

The Contractor must provide a backup and data recovery support plan for SharePoint sites. Current DAS/OIT backup procedures include nightly virtual machine snapshots with a 30-day retention policy.

4.3. Service Reporting Requirements

The Contractor must design and implement and as part of operating and maintaining the Service, deliver the following reports for the enterprise as well as site specific reports and make them available to DAS/OIT staff and the specific agency site staff:

Real-time Dashboard: including System Health Status (i.e., Issue reporting and tracking, Estimated Time of Service Restore, Current Status, User Impact, Scope of Impact, Start Time, Preliminary Root Cause, Next Update By)

Agency Use Dashboard: including, at the agency level, current service usage and health to include quantification of page views, document sharing, volume of space used, number of workflows used and how often, and listing of the top queries.

Weekly New Sites Report: including List of New Sites, URL, Site Name, Site Admin

Monthly Environment Summary Report: including Total Number of Users, Total Number of Web Apps, Total Number of Site Collections, Total Number of Sites

Monthly Hierarchy Report: including List of Web Apps - with URL, List of Site Collections - with URL and Site Admins, List of Site Collections, List of Sites

Monthly Performance Report: including Performance Metrics (Application), Total Hits per Web App, Total Hits per Site Collection, Total Disk Space per Site Collection, Used Disk Space per Site Collection, Free Disk Space per Site Collection, Used Disk Percentage per Site Collection, Free Disk Percentage per Site Collection, Server Uptime, Server Downtime, Server Uptime Percentage, Server Downtime Percentage

Quarterly Performance Report: including Performance Metrics (Application), Total Hits per Web App, Total Hits per Site Collection, Total Disk Space per Site Collection, Used Disk Space per Site Collection, Free Disk Space per Site Collection, Used Disk Percentage per Site Collection, Free Disk Percentage per Site Collection, Server Uptime, Server Downtime, Server Uptime Percentage, Server Downtime Percentage

Monthly Server Metrics Report: including Performance Metrics (Server), CPU Utilization, Memory Utilization

Quarterly Server Metrics Report: including Performance Metrics (Server), CPU Utilization, Memory Utilization

Monthly Web App Report: including Web App, URL, Database, Number of Site Collections, Number of Sites, Number of Lists, Number of Files

Monthly Database Report: including Database List, Total Number of Databases, Database Name, Database Size

Monthly Miscellaneous Report: including Analytics Usage, App Monitoring, App Statistics, Bandwidth Monitoring, Feature Use, Timer Jobs

4.4. General Operating Requirements

The Contractor must design and deliver a set of operational run and maintenance services to provide the State:

- **High Degrees of Availability** – Agency customers and users will be able to use this service 24 hours a day, 7 days a week less any scheduled maintenance windows.
- **Seamless Continuity** – The Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** service must allow for seamless recovery from service disruptions.
- **Operational Efficiency** – This service must be delivered in a manner that requires fewer resources to meet the operational demands of the State Agency customer base.
- **Common Enterprise Operational Processes** – The Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** is designed for all Agencies to utilize a common technology and process framework for complex and routine reporting, analytical, analysis and other data-driven decision making.
- **Global Administration** of the system, configuration, roles, permissions and the service licensing relationship with Enterprise ~~**SharePoint 2013~~ **SharePoint 2016****;
- **Maintenance, upgrades and releases** which are coordinated through the Change Administration Board and the Technical Change Advisory Board (TCAB) that are scheduled and communicated no less frequently than monthly. Agency customer and DAS/OIT Service owner involvement are essential in providing User Acceptance Testing and reviews specific to release management and coordination.

4.5. Major/Minor Upgrades (Ongoing)

Release upgrades for packaged SharePoint and related software are initiated through periodic releases by Microsoft as Major or Minor releases. Due to the packaged nature of these releases associated with the SharePoint platform (i.e., unified patch streams that apply to the cloud software, security and other elements), the State requires that the Contractor lead and coordinate, through the Change Administration Board, efforts to analyze, install/apply, test/verify these releases in the State's environment. As the State is dependent on SharePoint and is responsible for Enterprise infrastructure operations, this coordination and leadership must be well defined and executed so that the State can realize the benefits of a release while not introducing any service impacting or application related issues.

Further, the State understands the importance of SharePoint major and minor upgrades to its overall capabilities in support of the State's mission and, in particular, over the life of a multi-year contract. The State is committed to maintaining the SharePoint system and related service at the most current proven release at all times, unless the State provides a written exception in such a manner as to maintain ongoing compliance with Microsoft requirements for maintenance.

4.6. Software Upgrade and Maintenance Process and Compliance

The Contractor must provide a detailed ~~**SharePoint 2013~~ **SharePoint 2016**** and related software upgrade and maintenance process. As part of this process, the Contractor must comply with the following:

- The State's requirement is to always operate on a set of Application and Technical Infrastructure components that are on the current SharePoint release and support model and terms as provided by Microsoft;
- As part of annual planning and coincident with monthly project review meetings, the Contractor must inform State of any components that are moving beyond a current support model or would be rendered unusable as a result of an upcoming release and present a plan to implement the required updates in a controlled manner to the applicable State environment(s) to maintain compliant SharePoint support models;
- Based on review of any upgrade or update plan (inclusive of all elements required to effectively manage, resource, test, validate and implement the change as outlined elsewhere in this statement of work), the State and the Contractor will schedule a mutually agreeable upgrade / update effort and authorize the Contractor to perform these upgrade services to maintain the required support model;
- Upgrade and update efforts must factor any regularly scheduled batch processing or system availability as well as any seasonal processing requirements and should be scheduled to maintain compliance with system availability in consideration of then prevailing development release or production schedule;
- The Contractor must be responsible for the design, development, and implementation of the Minor/Major enhancements in the State environments including requirements/design discussions, applicable conference room pilots, design review/signoff, document design specification, documenting and executing unit and integration/interface tests, and support the State in executing UAT;
- The Contractor must work with the State in the planning and deployment of periodic releases of non-emergency patches and enhancements (e.g., test new functionality, regression test entire application, document release notes, coordinate with the State for end user change management/communication) as well as perform these responsibilities for all Contractor developed elements for the State;
- The Contractor must be capable of verifying and accepting enhancements not developed by the Contractor (e.g., review designs, execute tests, migration to production);
- All System Enhancements must be performed in accordance with the appropriate software development lifecycle procedures in this Supplement; and
- For all code based deliverables that are accepted by the State or otherwise placed in commercial use, the Contractor must provide an electronic copy of all source and executable code elements to the State as part of the deployment of the element's introduction to production or commercial use.
- All software upgrade and maintenance processes and procedures must be coordinated through the DAS/OIT Technical Change Administration Board.

4.7. Microsoft Version and Support Currency Requirements

Notwithstanding Major and Minor Upgrade enhancement requirements as outlined above, the Contractor has an obligation to maintain all SharePoint elements in keeping with a current support and in accordance with agreed procedures associated with the minimization of exposure to viruses, security holes or flaws, incompatibility issues, software patch currency, technical updates, corrections and other elements that directly influence the warrantee, support, performance and ongoing upgradeability of underlying software and State specified RICEFW objects of the Enterprise SharePoint Service.

Upgrades and updates must be scheduled in such a manner as to minimize disruption, capital requirements and risk to the State while balancing Contractor staffing availability and synergies as to affect to the extent possible a seamless and overall consistent upgrade approach and staffing and leverage pricing, staffing, personnel and overall management synergies to the extent possible. The Contractor must propose fixed pricing for performance of these upgrades in keeping with the timing considerations outlined herein that is applicable to the overall term of the agreement.

4.8. System/Environment Administration Support

The Contractor must perform SharePoint technical activities including but not limited to: system code/object migrations, patch implementations, log administration, data copies and exports, responsibility for incident resolution such that migrations into production will be executed at agreed periodic intervals and other production changes must be scheduled during the maintenance window.

If required, the Contractor must support multiple release levels of System software/hardware elements for in-scope Services, provided that such support does not impair the Contractor's ability to meet Contractor development and project commitments until such time as all environments can be upgraded to the same version/release level.

4.9. Program Management & Master Release Calendar

The Contractor must follow the State established Master Release Plan and support the State in the development, maintenance and publication on a monthly basis of a Master Release Calendar that includes a schedule (with dates) of:

- Major/Minor and Scheduled Releases, Upgrades, Updates and Enhancements;
- Implementation of Projects, Minor Enhancements or Discretionary Work;
- Scheduled Maintenance Windows and Planned Outages;
- Major and Minor Project Key Dates (i.e., Start, SDLC Gate Completion, Production Release, Completion) whether Contractor delivered or otherwise; and
- Other pertinent dates that require end-user notification or coordination.

4.10. Minor Change Services

Based on the State's experience with the management and ongoing operations of other environments, the State is requiring the Contractor to provide the capability to address minor alterations or enhancements (generally less than 100 hours per occurrence inclusive of analysis, design, construction, testing and implementation tasks) to Applications within the scope of the Services that arise as a result of legal, regulatory, mandates or changes to the State's business. Due to the nature of these requirements (e.g., minor display field changes, edits, reports, etc.), the State may require the Contractor to provide these services as needed.

- The Parties will agree to a resource plan to support discretionary services in order to maximize personnel continuity.
- The Contractor must include, in their proposed annual cost for discretionary hours, an initial pool of four thousand (4,000) annual hours to be used in conjunction with the Contractor's Rate Card, and represent an initial minimal monthly staffing level of two full-time equivalents. The hours will be pro-rated for the first Contract fiscal year commencing July 1st.
- The Contractor and State will meet at the conclusion of each fiscal year of Contract execution to review this discretionary hour pool and make adjustments as required. In the event that the discretionary hour pool is adjusted, the State and Contractor will work to establish an annual number of hours, and base staffing level commitment for each year of the agreement.
- The Contractor must provide a schedule of discretionary hours consumed (by activity, resource and Project) and a forecast of remaining hours and activities to the State on a monthly basis.
- Ad-Hoc Requests may be required under this discretionary hour pool.
- Ad-hoc requests require no modification, configuration, or customization of the environments.
- Routine tracking procedures will provide visibility of all ad-hoc requests to the State Authorized service representative. The Contractor and the State will develop a prioritization approach for ad-hoc requests based upon business impact and document such process as mutually agreed.

4.11. Maintaining Solution and Operations Documentation

Contractor must:

- Document the solutions developed or modified by the Contractor in accordance with established methods, processes, and procedures such that, at a minimum the State or a competent 3rd Party Contractor can subsequently provide a similar scope of Services;
- Develop and maintain the documentation on system environments. Where it is determined that documentation is inaccurate (for example, due to demonstrated errors or obsolescence), and such inaccuracy may negatively affect the Services, Contractor must correct such documentation as part of normal day-to-day operational support;
- Update programmer, End User and operational reference materials;
- Maintain all documentation on the State's SharePoint site and ensure that all documentation is current following any change to the service or SharePoint as it relates to documentation and conduct an annual audit for State review of all documentation to ensure ongoing compliance with these requirements; and
- Contractors will comply with State IT Access policies for State systems, Offerors are to note that this compliance may require the provision of certain Contractor personnel related identifying (but anonymous) information to establish Contractor personnel on State systems such as insignificant (last 4) digits of SSN or Driver's license information.

4.12. Information Technology Infrastructure Library (ITIL) Operations and Maintenance Services

The State requires that the Contractor follow design and implementation principles which will continue the State use of Information Technology Infrastructure Library (ITIL®) compatibility. It is therefore required that the Contractor design and deliver services via a set of ITIL® v3 compatible concepts and techniques for managing the State's SharePoint environments.

Offerors are advised that the State SharePoint team and related Business Unit functions have been operating under, and in many cases have been trained on ITIL principles and processes. Therefore, Offerors are not to propose general ITIL training as part of their response.

The ITIL discipline has been implemented to be focused on providing the appropriate Services to support the following areas. The Contractor will propose, implement and utilize the following as part of its solution:

The **Service Desk** handles all in scope services incidents, problems and questions as well as providing an interface for other activities such as Request for Change (RFC), maintenance contracts, software licenses, Service Level Management, Configuration Management, Availability Management, Financial Management, Application Management, and IT Services Continuity Management for the SharePoint Service inclusive of all tools, data and jobs.

Incident Management process and procedures are in place and continually refreshed in order to have the capability to restore a normal service operation as quickly as possible and to minimize the impact on business operations. An incident is considered to be any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service. The objectives of the incident management process is to:

- Restore normal operations as quickly as possible with the least possible impact on either the business or the user, at a cost-effective price; and

The Contractor will provide and deliver Processes and procedures that include:

- Incident detection and recording;
- Classification and initial support;
- Investigation and diagnosis;
- Resolution and recovery;
- Incident closure; and

- Incident ownership, monitoring, tracking and communication.

Upon return to service or service restoration, a "Preliminary Root Cause" may be required with the understanding that the actual root cause will be determined in Problem Management.

Problem Management processes have been implemented to identify record, track, correct and manage problems impacting DAS/OIT service delivery. This area will be maintained to assist the State in recognizing recurring problems, addressing procedural incidents and containing or minimizing the impact of problems that occur.

The Contractor will support and follow established Problem Management processes to allow the State to find and resolve the root cause of incidents to minimize the adverse impact of IT infrastructure incidents and problems on the State and to prevent recurrence of incidents related to these errors.

The Contractor must, also, maintain a comprehensive inventory of 'known problems' (without a known root cause) or 'known errors' (with a root cause) under the control of Problem Management and registered in an error database.

The requirements of the Problem Management process is to allow DAS/OIT to provide a proactive process that identifies and resolves problems before incidents occur.

Implemented processes and procedures must include:

- Problem identification and recording;
- Problem classification;
- Problem investigation and diagnosis;
- Identification of the root cause of incidents;
- Trend analysis;
- Initiation of targeted support action;
- Providing information to the organization; and
- Iterative processing to diagnose known errors until they are eliminated by the successful implementation of a change under the control of the Change Management process.

Change Management allows for the successful introduction of Changes to an IT system or environment. Change Management processes and tools are designed to minimize the impact of service maintenance to State operations and Agencies, inclusive of changes to production (code, process, configuration, reports and otherwise), controls with versioning, testing and verification and that change management and environment changes supported by SharePoint processes and tools.

Configuration Management processes are implemented and followed for designing, planning and maintaining the physical and logical configuration of DAS/OIT services as well as 3rd Party integration and tool components and the way these resources are interrelated in the DAS/OIT environment. The Contractor must employ ITIL compatible processes and tools that track all of the individual Configuration Items in the DAS/OIT service catalog for the supported infrastructure, software and service elements.

4.13. General Operational Process and Procedure Requirements

Contractor delivered processes and procedures must include:

- **Planning:** The Configuration Management capability must be implemented to support planning of State service offerings for a rolling six months in detail, and a following twelve months in outline. It is reviewed with the State at least quarterly and include strategy, policy, scope, objectives, roles and responsibilities, the Configuration Management processes, activities and procedures, the database, relationships with other processes and 3rd Parties, as well as tools and other resource requirements.

- **Control:** This only accepts and records authorized and identifiable Configuration Items from receipt to implementation. The State provided infrastructure systems are under Change Management control.
- **Monitoring:** Accounting and reporting on all current and historical data concerned with each Contractor supported item throughout its life-cycle. It enables changes to items and tracking of their records through various statuses, e.g. ordered, received, under test, live, under repair, withdrawn or for disposal.
- **Verification:** Provide reviews and audits that verify the physical existence of items, and checks that they are correctly recorded in the Configuration Management database. It must also include the process of verifying Release Management and Change Management documentation before changes are made to the State live environment.
- **Service Catalog Management** – Automate requests for enhancements to the Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Environment from Agency customers to assist all parties in designing, operating and maintaining services across the Enterprise.
- **Knowledge Management** – Gather, store and share knowledge within SharePoint DAS/OIT/Infrastructure Service Delivery (ISD) and Agency technical communities to drive awareness, standards and consistency of operations and maintenance functions.
- **Reports** – Customized reporting, dashboards for a variety of leadership, service owner and operational staff use that drive a consistent service and an understanding of all elements of the Service.
- **Other Future Capabilities** – Additional ~~**SharePoint 2013~~ **SharePoint 2016**** enhancements that the State may choose to implement in the future based on State priorities and preferences, which may be the subject of a change request issued by the State upon determination of need.

4.14. Operational Services Requirements

Operational Services processes must be implemented by the Contractor and followed that define the daily activities to deliver Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** services from the use of DAS/OIT infrastructure, applications, software and services in order to meet Service Level Agreements and established business targets for Agencies that use the environment. This collection of processes must be designed to adapt and respond to day to day fluctuations that occur in order to provide as much of the committed service as possible. This collection represents the day to day service operations within SharePoint Contractor (as a service provider) and DAS/OIT/ISD (as an infrastructure provider).

4.15. Run (Operate and Maintain) Responsibilities

The Contractor must maintain the State's ~~**SharePoint 2013~~ **SharePoint 2016**** environment and support State customers, inclusive of but not limited to the following:

- Environment maintenance and support for the ~~**SharePoint 2013~~ **SharePoint 2016**** environment
- Patching of the ~~**SharePoint 2013~~ **SharePoint 2016**** application environment to include third-party tools
- Business Analysis, requirements gathering and prioritization for enhancements and new reports
- Provide Operations Management
- Provide Training, Organizational Change Management and User Support including working with business users to offer customized training tailored to agency- specific needs, providing value management, creating/updating training materials (including tailored course content), creating & communicating monthly SharePoint enhancement release notes and monthly training schedules, creating/administering project communication plans (as needed), scheduling and logistical support for training classes and conducting, instructor-led training classes.

4.16. Production/Version Control and Release Management

The Contractor will be responsible for working with the State and executing the production deployment and roll-out of any Release Package to the State's Enterprise SharePoint Environment.

Production deployment includes software deployment to the production instance of SharePoint and (if applicable) interfaces to production tools and systems that orchestrate, manage, report or control those devices and services managed by the Service, identification of interfaces and any required conversions/migrations, installation of server software, and any required testing to achieve the proper roll-out of the Release Package software.

Contractor must establish and comply with the State required implementation and deployment procedures. This may include laboratory testing, migration procedures, the use of any pre-production or pseudo-production environment prior to production migration. Contractor will submit to the State, for the State's approval, a written deployment plan describing Contractor's plan to manage each such implementation. The tasks and activities to be performed by Contractor as part of the Deployment Services also include the following:

- Establish procedures and automated software versioning mechanism(s) to ensure that the entire contents of a release, following State acceptance or authorization to implement to a production environment, are complete and maintain all elements that comprise the defined Release Package and the then current production version of the software prior to deployment of the Release Package to same;
- Develop, prepare and test emergency back out or roll back procedures to return the production system to its pre-deployment State as it pertains to correcting an errant, erroneous or defective deployment of a Release Package to the production environment inclusive of all code, data, middleware, infrastructure, tables and parameters;
- If, in the mutual opinion of the State and Contractor, the deployment of a Release package to the production environment is errant, erroneous or otherwise defective, implement back-out or rollback procedures in their entirety upon the written authorization or direction of the State.
- If required, convert electronic data into a format to be used by the new solution using a data conversion program;
- Conduct production pilot(s) (including "day in the life" simulations) and fine tune solution as mutually agreed with the State as appropriate;
- Compile and maintain solution issue lists;
- Conduct post Production Deployment quality and progress reviews with appropriate State personnel;
- Develop, and thereafter maintain and make available to the State, a knowledge base of documentation gathered throughout the Release Package's life and allow for re-use of such documentation for future Projects; and
- Establish a performance baseline for the impacted business systems, and where appropriate document requirements for future enhancement of the business systems implemented as part of a future Project or Authorized Work.

4.17. Break/Fix Support

The Contractor must:

- Manage the Enterprise ~~**SharePoint 2013~~ **SharePoint 2016**** Farm
- Provide optional support services to agencies. The cost of these services must be calculated by using the Contractor's rate card as the basis for the cost.
- Track, monitor and provide remediation for solution defects and incidents requiring system configuration or in-scope environment code or configuration changes;
- Identify and implement required system or configuration changes to address solution defects;
- Maintain solution documentation (technical specifications and testing documentation) as well as a compendium of common problems, root causes and remedy to aid in the identification and remediation of underlying system incidents;
- Test configuration changes to confirm resolution of defects;
- Support the State in performing applicable acceptance testing or review of any changes arising as a result of break/fix or patch/release Contractor responsibilities; and

- Ensure compliance with any State security or SharePoint mandated patches or system levels to the extent and system enhancement turnaround time required given the nature of the security mandate and report to the State in writing any risks or issues that the Contractor becomes aware of in providing Service to the State. For example: patches designed to address immediate or active Security issues may be scheduled for a near-real-time release, where other less pressing releases may be implemented during a scheduled maintenance or outage period.

4.18. SharePoint Technology and Service Delivery Process Optimization Plan

The Contractor must create and follow a technology and process optimization plan that is aligned with industry best practices and in keeping with the achievement of DAS/OIT's Service Level Agreements (SLAs) provided to Agencies. Based on industry best practices, and in keeping with the DAS/OIT's attainment of the defined SLAs, the Contractor must propose a specific approach that is achievable within SharePoint or propose an alternate business practice with a detailed description and rationale that include:

- Refinement of existing service specific toolsets, environments and operational processes to ensure overall continuity and minimization of late-term disruptions or diminishment in services due to opportunities to optimize the SharePoint platform and how it operates;
- Phased replacement or enhancements to operational and technical processes over the term of the Contract to best leverage existing State investment in technology components, use of personnel (both State and Contractor) while minimizing any disruptions in service associated with the implementation of the operational or technical processes.

4.19. Implementation Plan for Future Services and Features

The Contractor must provide and implement a plan to include existing or future DAS/OIT technology services and features (whether production or non-production); and adjust processing, configuration, job schedules or operating processes/procedures to leverage the State's investment in the SharePoint infrastructure and software while minimizing manual labor, work/re-work cycles, non-productive endeavors or other elements that would allow the State to deploy, operate and manage DAS/OIT services in a more optimal fashion.

4.20. Additional Services

To the extent an incident is due to errors or defects within an in-scope environment, supported service or element licensed by a 3rd Party to the State that interfaces with or provides data to SharePoint, the Contractor must refer such incidents to the appropriate 3rd Party entity for resolution and coordinating with the 3rd Party contractor or software provider as appropriate, on behalf of the State, in problem management. Further, the Contractor will be responsible for Implementing measures to help avoid unnecessary recurrence of incidents impacting the Enterprise SharePoint Service, by performing root cause analysis and event correlation.

5.0 Knowledge Transfer and Educational Services

5.1. Overview

Contractor must design and provide the State a formal Knowledge Transfer and Education Service in connection with any Major Release of SharePoint or six months preceding the expiration or termination of the contract arising from this RFP.

5.2. Periodic/Ongoing Knowledge Transfer and Training

In addition, on a continuous basis, the Contractor must conduct informal information sharing and knowledge transfer services that coincide with the "go-live" of any mutually defined release of Contractor developed functionality in such a manner as to ensure that State personnel assigned to support, develop, manage or operate the Enterprise SharePoint Service are apprised of the contents of each release, features, functions, known defects and

workarounds and other information as to manage and communicate to DAS/OIT leadership (in general) and users of the system (specifically) as to the most effective use of the then current system assets (i.e., the SharePoint platform and Contractor developed enhancements or extensions).

The Contractor must also provide Training Materials for Farm Administrators, Tenant Administrators, Site Administrators, Power Users, and Level 1 and Level 2 End Users. A Self-help Support Knowledgebase must also be created and maintained by Contractor.

The Contractor must provide documentation and training for any created/developed artifacts and a Best Practices Guide for all processes and procedures as part of the managed service.

5.3. Communications and User Training

Over the course of an implementation, the Contractor must have the following responsibilities with regard to the effort which are additive to the general responsibilities contained in this Supplement as they pertain to Communications and User Training. Each will be discussed in turn:

Change Management/Communications

- Contractor must work with the State to develop general communications materials regarding the scope, anticipated impact of change with regard to the contents of a release to the Contractor provided solution(s). These communications documents must be focused (at a minimum) on general communicate to service delivery staff and State expert SharePoint users for onward dissemination to service delivery teams and DAS/OIT customers by the State, and
- For expert SharePoint Users, the Contractor must develop progress reports and design summaries to be shared by the State with these users.

Service Delivery Functions Help / FAQ Materials

For Statewide and Expert Users, the Contractor must develop for the State to publish general guides containing FAQ, one-page "how to" and help pages for the DAS/OIT website on utilizing the new system for required functions;

User and Service Delivery Training

For the State Service delivery functions and Business support functions, the Contractor, in conjunction with the State, must develop targeted training sessions as appropriate to Business, Operations (e.g., State IT personnel) and Technical (e.g., State developers or infrastructure personnel) to be delivered that highlight the implementation, use, changes, workflow, reporting and other use considerations in such a manner as to facilitate the migration of business and technical infrastructure support functions to the new system.

For the DAS/OIT service owners that support Agency customers and DAS/OIT help desks, the Contractor must develop targeted presentations that highlight specific system support processes, workflows, job aids and updates arising from the solution implementation.

5.4. Contract Conclusion Knowledge Transfer and Training

These services must be designed and delivered in a manner as to:

- a) to the extent requested by the State, the continued performance by Contractor of its obligations under the Contract (including providing the Services which are subject to termination or expiration), and
- b) the provisioning of such assistance, cooperation and information as is reasonably necessary to help enable a smooth transition of the applicable Services to the State or its designated 3rd Party provider ("Successor").

As part of these services, Contractor must provide such information as the State may reasonably request relating to features, functions, extensions, configurations, release and programmer notes, FAQs and other delivery artifacts required to operate and maintain the system, and Contractor must make such information available to the State in a Microsoft SharePoint site provided by the State for this purpose.

5.5. Cooperation with State or Successor Contractor

Contractor must cooperate with the State in its attempts at transferring the services responsibilities to another provider in a manner in keeping with not adversely affecting the provision of ongoing services.

In addition to the requirements in this section, at the written request of the State, the Contractor must design and deliver a training program (via an approved Statement of Work) to State employees or contractors designed to convey operational and technical knowledge associated with the ongoing operation of the system and systems,

conduct knowledge and documentation transfers for the then current operational processes and tasks and work to ensure an overall continuity of services until such time as State employees or contractors can reasonably perform the roles in keeping with service levels and other operational quality, timeliness and accuracy considerations associated with the delivery of the system.

6.0 Development of Rate Card in Support of Additional State Agency Adoption and Deployment of Future SharePoint-based Requirements

The State may from time to time request proposals in the form of Statements of Work (SOW) (e.g., Change Request/Amendments or Interval Deliverable Agreements [IDAs]) under the Contract arising from this RFP for the design, development, testing and deployment of new applications or significant application enhancements ("Application Development Projects") or other services. Upon completion of a Project Services implementation, the completed application, once meeting the State's acceptance criteria, will, in most cases, be managed by the Contractor on an ongoing basis as an Enterprise DAS/OIT service.

The State may also request staff augmentation services from the Contractor. When staff augmentation services are provided by the Contractor that do not involve full lifecycle development or implementation responsibilities, the Project Requirements described in this Supplement must be followed unless the State determines at its sole discretion that some of these requirements are not necessary. The State acknowledges that it is responsible for the management of these types of projects and of the work being provided by any Contractor staff providing services under a staff augmentation-type engagement.

6.1. Future Project Services Objectives

The Future Project Services are defined to achieve the following:

- Standardize the Delivery Model for new application development using the Enterprise SharePoint Service;
- Facilitate smooth, well-defined transitions of new Projects to steady-state/production support;
- Utilize the Contractor's rate card to better control overall development costs across the State;
- Improve delivery through clearly defined development standards, conventions and guiding principles;
- Implement a standards based governance structure to drive process improvements and consistency across the State;
- Speed up the development lifecycle by reducing the procurement timeline;
- Identify, design and develop Agency specific Security and Data privacy requirements that follow State standards included in Supplement 2 as well as any Agency specific requirements based on Agency use of the Enterprise SharePoint service.
- Migrate current Enterprise SharePoint 2010 customers to the new Enterprise 2013 farm; and
- Migrate existing SharePoint farms state-wide to the Enterprise SharePoint Service. These farms are of differing versions.

The State has invested in the creation and ongoing operation of the Enterprise SharePoint Service. As a result of ongoing Microsoft releases, stabilization and extension into new lines of business and services as well as current IT Optimization efforts underway State-wide, the State has identified several opportunities for Agencies to leverage the SharePoint service in support of the State's overall, and Agency-specific missions.

The Contractor must support DAS/OIT in:

- The development and refinement of ongoing SharePoint Business Roadmaps for State identified opportunities;
- Creation of business case, change programs and SharePoint adoption/extension budgets, timelines and investment models that are pragmatic and grounded in the realities of budgets, implementation efforts and SharePoint capabilities;
- Development and delivery of exploratory workshops with new Agency customer groups from the above;

- Leading of “change agent” type communications designed to encourage Agency and Statewide adoption of SharePoint service offerings; and
- Support DAS/OIT management in bridging: business, functional and technical and organizational changes to propose, design, implement and extend SharePoint offerings Statewide.

6.2. Development Life Cycle Proposals associated with Development and Enhancement Projects

The Contractor must provide a disciplined Systems Development Life Cycle (SDLC) methodology for use on Application Development Projects and must adhere to such methodology during the performance of Application Development Projects. The Contractor must adapt this methodology as required to meet the State’s needs. The Contractor must provide the State with a comprehensive description of the methodology, the formal training available if required, the development tools and templates used with the methodology, the project management tools to be used with the methodology, and the plan for implementing the methodology within the State environment. For large changes and releases the Production/Version Control and Release Management requirements sections above must be followed.

6.3. Future Project Services Pricing Response and Rate Card

Contractors must utilize the Rate Card, by project personnel role and experience level as well as Technical role and experience level that is binding over the Contract term. The Contractor may not propose rates in any Project SOW that exceed this rate card as allowed under any contract arising from this RFP.

6.4. Submission and Acceptance of the Proposed Contractor Offer and Statement of Work associated with a Future Project

At the State’s request, the Contractor must provide an offer that addresses the State’s SOW for an Application Development Project. The Contractor’s offer must incorporate the SDLC described above (or as agreed to by the State) and as appropriate, be in accordance with all the requirements included in both the Mandatory Project Management and Execution sections of this Supplement. At a minimum, the Contractor’s offer must include a list of activities to be executed and deliverables to be created, organized by SDLC Phase (e.g., design, build, test and implement).

The Contractor’s offer must be priced based on either the Rate Card (for time based projects) or Fixed Price Deliverables/Milestones included in the Cost Summary for the completion of the deliverables required by the State’s requirements and as contained in a mutually agreeable SOW.

The State will review the Contractor’s offer and provide feedback as needed to the Contractor within thirty (30) days of receipt of the offer. Under no circumstances will work be started without State approval, and the State will have no financial obligation for services performed without State approval.

Upon State acceptance of a Contractor Proposal, all standards, conventions and general Project Management requirements contained in this Supplement must apply unless otherwise agreed to in writing by the State.

6.5. Additional Work Requirements and Conditions

The following identify additional work requirements and conditions for staff augmentation services:

1. Contractor staff must submit time sheets for all time and materials work (for that work that is time and material based) to the State for review and approval on a monthly basis and a formal Deliverable or Milestone approval sheet for that Work that is Deliverable or Milestone based on a monthly basis for that work completed during the month.
2. Contractor staff must work, at a minimum, during normal core business hours Monday through Friday, except for State holidays. Core business hours are 8am to 5pm local time. It is the Contractor’s responsibility to ensure staff is working within these parameters and to communicate to the State when exceptions, such as requested time off, personal illness or emergencies arise, to ensure these situations will not impact the project or service.
3. Contractor staff work location will be identified in the SOW. If it is not necessary for Contractor staff to be onsite, the Contractor will be responsible for providing an offsite work location. For Work that requires the Contractor to work onsite, the State will provide each Contractor staff workspace and internet access. Contractor personal computing equipment, printers, general office supplies and other administrative items required to perform the

work for the State are the sole responsibilities of the Contractor unless the State provides written approval of items to the Contractor.

7.0 Project Management Practices and Requirements Documentation:

Applies to All Implementation Based Work Contained in this Supplement

7.1. Project Management and Coordination Services

The Contractor must, in conjunction with an authorized Statement of Work arising from this RFP:

- Be responsible for the coordination and delivery of overall Project;
- Maintain the overall Project Plan;
- Ensure deliverables have a detailed project sub plan as required by the State to ensure timely delivery and appropriate quality;
- Ensure that all efforts have an effective version control mechanism for all documents within the project document library that will be maintained on a State provided Microsoft SharePoint site;
- Ensure that an appropriate “Project Kickoff” occurs and that all integrated work plans are agreed to by the State from project commencement;
- Complete status reporting adhering to the PMO policies;
- Work with the State leadership to ensure that the Project is staffed appropriately;
- Ensure that required testing activities across both technical and operational components are completed to minimize Project risk; and
- Collaborate with the task areas to ensure appropriate cross-team communication and delivery.

7.2. Create and Maintain Project Plan

Deliverable 011. Project Plan

The Contractor must produce a detailed Project Plan, in electronic and paper form, to the Project Representative (e.g., State’s Project Manager) for approval within twenty (20) business days after the State issues a purchase order or other written payment obligation under the Contract. The Contractor must lead a Project Plan review session which ensures:

- A common understanding of the project plan;
- A common vision of all deliverables;
- Contains a critical path that identifies all major milestones, dependences (both internal and external to the project), resources by name and resource assignments and is complete and inclusive of the entire work effort from commencement until conclusion of all contracted activities; and

Clarity on scope of overall project and the responsibilities of the Contractor has been defined and agreed to by the State.

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 reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time and process for the development for the State’s review, commentary, and approval.

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 the plan or associated deliverables, the Contractor must correct all deficiencies and resubmit it for the State’s review and approval until the State accepts the Deliverable at no additional cost to the State.

7.3. Meeting Attendance and Reporting Requirements.

The Contractor's project delivery approach must adhere to the following meeting and reporting requirements:

- **Immediate Reporting** - The Contractor's Project Manager or a designee must immediately report any Project staffing changes to the State Project Manager;
- **Attend Weekly Status Meetings** - The State and Contractor Project Managers and other Contractor Project team members must attend weekly status meetings with the State Project Manager and other members of the State 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 and new items;
- **Provide Weekly Status Reports** - The Contractor must provide written status reports to the Project Representative at least one (1) 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;
 - Anticipated tasks to be completed in the next week; and
 - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones.

7.4. Utilize DAS/OIT's Document Sharing/Collaboration Capability

In conjunction with the delivery of the Project, coincident with the start of the Project through its conclusion, the Contractor must use the State provided and hosted document management and team collaboration capability (Microsoft® SharePoint™) to provide access through internal state networks and secure external connections to all project team members, approved project stakeholders and participants. In conjunction with the utilization of this tool, the Contractor must:

- Structure the document management and collaboration pages and data structures in such a manner as to support the overall requirements of the Project;
- Be responsible for the maintenance and general upkeep of the designer configurations of the tool in keeping with commercially reasonable considerations and industry best practices as to not adversely impact the project delivery efforts performed by the Contractor and State; and
- At the conclusion of the project, or upon request of the State, ensure that the State is provided a machine readable and comprehensive backup of the SharePoint™ database(s) contained within the tool that is owned by the State and not proprietary to the Contractor or otherwise required by the State to maintain ongoing project documentation and artifacts (i.e., Contractor is to remove all Contractor proprietary or non-State owned or licensed materials from the tool).

7.5. System and Acceptance Testing Requirements

For any SharePoint Technical Implementation, code-based deliverables, development, upgrade / update or elements will be subject to a formal testing and acceptance process that uses objective and thorough test criteria established by the Parties that will allow the Parties to verify that each build meets the specified functional, technical and where appropriate, performance requirements. The testing and acceptance process must be developed for each build as soon as possible after establishing the business and user requirements. The testing and acceptance process will include sufficient audit trails and documentation as required to track and correct issues. The tasks and activities that the Contractor will perform as part of the testing and acceptance process include the following:

Deliverable 012. Test Data Repositories

Develop and maintain test data repositories as agreed appropriate;

Deliverable 013. Develop Test Plans, Scripts, Cases and Schedules

Develop test plans, scripts, cases and schedules as agreed appropriate;

- Perform the following testing activities for solution components and assess quality and completeness of results including:
 - System Test / Assembly;
 - Integration/interface testing and regression testing for new releases of existing applications; and
 - Performance Test including regression testing new releases of existing applications as well as the potential performance impacts to current production environments where a risk of impacting performance may be introduced as a result of these elements;
- Provision test environments populated with quasi production data as required to perform the system and user acceptance testing work, and where appropriate performance testing. The test environments will be designed and maintained by Contractor so that test activities will not adversely affect the production environment. Contractor must request capacity expansion if testing requirements are constrained by the hardware;

Deliverable 014. System Test Results

Document system and performance test results for State review and acceptance prior to the State's commencement of acceptance testing.

7.6. Support the State's Performance of User Acceptance Test (UAT)

The Contractor must support the State's user acceptance testing for solution components as follows:

- Develop with the State agreed upon UAT test plans, scripts, cases and applicable acceptance criteria;
- Coordinate UAT execution and acceptance procedures with the appropriate State participants;

Deliverable 015. UAT Results

Record and report UAT results;

- Review changes, fixes and enhancements with the participants in the UAT testing;
- Correct identified defects and nonconformities in accordance with the acceptance process;

Deliverable 016. Solution Lists

Compile and maintain solution issue lists;

- Coordinate and confirm the State approval of solution components and verification of applicable acceptance criteria for transition into deployment and production use.

Deliverable 017. Testing Reports

Provide the State with reports on a weekly basis tracking the progress of Contractor's performance of testing work, or in the case of user acceptance testing, support of the State activities. In addition, Contractor will provide timely responses to the State's requests for information and reports necessary to provide updates to the State business units and stakeholders. Contractor will also provide the State with a database extract from the database that tracks progress of Contractor's performance of testing work.

7.7. Pre-Production / Production Deployment Phase

The Contractor must be responsible for working with the State and its 3rd party contractors, and executing the production deployment and roll-out of any SharePoint Technical Implementation to the Production Environment(s) utilized by the State.

Deliverable 018. Deployment Plan

Contractor must comply with the State required implementation and deployment procedures. This should include, network laboratory testing, system security plan, migration procedures, the use of any pre-production or pseudo-production environment prior to production migration. Contractor will be responsible for business user support required during the initial weeks of a production deployment as determined by the affected State business units and must maintain the capability to provide enhanced levels of support during the term of the Contract. Contractor must

submit to the State, for the State's approval, a written deployment plan describing Contractor's plan to manage each such implementation, including working with the State's Infrastructure Services Division, if applicable.

Deliverable 019. End to End Validation

End to end final validation of the operational architecture for the system;

Deliverable 020. Project Knowledge Base

Develop, and thereafter maintain and make available to the State, a knowledge base of documentation gathered throughout the Project's life and allow for re-use of such documentation for future Projects;

Deliverable 021. Post Implementation Review

Conduct a post-implementation review process upon the completion of the Project which must include an analysis of how the business system(s) resulting from the Project compare to the post-deployment performance requirements established for such Project.

Deliverable 022. Provide Run Book

Contractor must provide a run book of SharePoint Production deployment and implementation.

Deliverable 023. Installation and Configuration Documentation

Maintain appropriate documentation for installation and configuration of any components required for troubleshooting and maintenance.

7.8. System Changes as a Result of Contractor Projects

For those System Changes (updates, upgrades, patches or otherwise) to any State system or environment within the Contractor's scope of work that involve the change of code or data (SharePoint, Interfaces, Scripts, Web Pages, Database Structures/Elements, operating system or database scripts, extensions, configuration items or otherwise) associated with the Contractor's effort, the Contractor must:

- Support the State to establish, publish and maintain a formal release calendar in consideration of the scheduled or required changes to the SharePoint system;
- Support the State in the development of release packaging rules that include provisions for Contractor system and performance testing, State review and approval of Contractor results, provisions for State acceptance or validation testing (depending on the nature of the change);
- Operational procedures to backup or otherwise copy the SharePoint environment prior to implementing the change; and
- Rollback or reversibility considerations including success/failure criterion applicable to the change.

The Contractor must implement, utilize and maintain:

- Structured code management, version control tools based on a supported change management suite;
- Include requirements traceability for all elements of a system change;
- Ensure that all changes adhere to State security, privacy and data handling Policies as contained in Supplement 2;
- Employ standard test beds or scripts that are utilized and extended for purposes of fully demonstrating completeness of adherence to business, functional and technical requirements at State required quality levels; and
- If applicable, include performance testing for high volume (transaction or data) transactions at the mutual agreement of the State and Contractor in consideration of the contents of a change.

7.9. Project Completion Activities and Final Documentation

Following forty-five (45) days of successful execution (defined as no Severity 1 or 2 issues) by the Contractor to the State production environment, the Contractor will not be responsible for Implementation Project requirements contained in this document. During the 45-day period immediately following the introduction of the Contractor provided enhancements, configurations or extensions to the State's production environment the Contractor must:

- Ensure adequate staffing from the Contractor Project Team is on hand (or available remotely) to ensure that during this 45-day period all defects identified by the State and mutually committed to be resolved by the Contractor in this RFP or under any SOW are adhered to.
- specifically include: Prompt isolation, triage and repair of any Severity 1 or 2 issues; and all interfaces, and system functions perform and function as specified;

After this 45-day period, the Contractor will transition from Implementation tasks to Operational Support tasks. If, during the 45-day period immediately following the introduction to Production, a Severity 1 or 2 issue occurs that can be directly attributable to the efforts of the Contractor, and not the State, or other non-Project parties, the 45-day period will, at the sole discretion of the State, be reset for additional 45 day periods until such time as the system can perform without Severity 1 and 2 issues.

Deliverable 024. Provide Final Upgrade Documentation

Compile all final versions of the upgrade documentation, work products and delivery materials and locate / organize them as 'FINAL' on the State provided SharePoint site.

Obtain a final acceptance document from the State and the Contractor Managed Service Team confirming that all of the above has been delivered and accepted as final.

7.10. Identification of Future Work

Although not in scope for this RFP, DAS/OIT plans to migrate its 2010 customers to the 2013 farm as a path to the cloud. Any customers that have a need to remain On-Premise will remain on the 2013 Farm while all other customers will be moved to the Cloud. It is DAS/OIT's strategy that all customers that do not have a justification for remaining On-premise will be moved to the Cloud.

Contractor's responsibilities with respect to identification of future work will include the following:

- Submit improvement ideas, and agree to a development roadmap to more optimally deploy, operate and maintain DAS/OIT services via SharePoint, State and Contractor extensions and enhancements and State processes.
- Streamlining or eliminating sub-optimal processes (technical, performance, organizational and work-effort) that surround SharePoint, whether in the Contractor's responsibility or those provided by the State for Contractor use or those that impact the timeliness, quality or cost of DAS/OIT services to Agency customers.
- Review of DAS/OIT Service Level performance and discussion of increasing service delivery quality to DAS/OIT customers through improvement of visibility of operational performance, bottlenecks, I/P/C processes and SLA performance via adjustments or enhancements to State specified RICEFW (Reports, Interfaces, Configurations, Extensions, Forms and Workflow) objects.
- Upon the State's request, develop a non-binding rough order of magnitude schedule and cost for consideration and following this consideration or upon direction of the State, develop a formal pricing and Statement of Work inclusive of delivery dates, requirements, scope, deliverables and other implementation specifics for the State's authorization to proceed as defined within Section 5 of this Supplement.

Should the Contractor be engaged by any State Agency to perform services using the Enterprise SharePoint Service, the Contractor will adhere to the project delivery, management, development, testing and deployment conventions as defined by DAS/OIT. This is to ensure consistent development, roadmap, project management, operational and maintenance processes to be aligned with and follow the conventions established by DAS/OIT.

8.0 Service Level Requirements: Enterprise SharePoint / Run

This section sets forth the performance specifications for the Service Level Agreements (SLA) and Service Level Objectives (SLO) to be established between the Contractor and the State that are applicable to any work associated with the operation, maintenance, updates or upgrades of any software associated with this Supplement in general, and under Section 2 specifically as the work pertains to any SharePoint Operations and Run services.

The section contains the tables and descriptions that provide the State framework, requirements relating to service level commitments, and the implications of meeting versus failing to meet the requirements and objectives, as applicable. This document defines the State’s detailed performance, management, and reporting requirements for the Operations and Run Services and to all subsequent Operations and Run services and phases that are contracted under future Statements of Work between the State and the Contractor related to this RFP.

The mechanism set out herein will be implemented to manage the Contractor’s performance against each Service Level, in order to monitor the overall performance of the Contractor.

The Contractor will be required to comply with the following performance management and reporting mechanisms for all Services within the scope of this RFP and will provide these reports to the State on a no less frequent than monthly basis:

- **Service Level Specific Performance** – Agreed upon specific Service Levels to measure the performance of specific Services or Service Elements. Most individual Service Levels are linked to financial credits due to the State (“Performance Credits”) to incent Contractor performance.
- **Overall Contract Performance** – An overall performance score of the Contractor across all Service Levels. The overall performance score is linked to governance and escalation processes as-needed to initiate corrective actions and remedial processes.

8.1. Service Level Specific Performance Credits

Each Service Level (SL) will be measured using a “Green-Yellow-Red” traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance. A Performance Credit will be due to the State in the event a specific Individual SLA GYR State falls in the “Yellow “or “Red” state. The amount of the Performance Credit for each SLA will be based on the Individual SLA GYR State. Further, the amounts of the Performance Credits will, in certain cases, increase where they are imposed in consecutive months. No Service Level Performance Credit will be payable for the Contractor’s failure to meet a Service Level Objective.

Set forth below is a table summarizing the monthly Performance Credits for each SLA. All amounts set forth below that are contained in a row pertaining to the “Yellow” or “Red” GYR State, represent Performance Credit amounts.

Consecutive (SLA Performance Credits)												
Individual SL GYR State	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month
Red	A =1.71% of MPC	A + 50% of A	A + 100% of A	A + 150% of A	A + 200% of A	A + 250% of A	A + 300% of A	A + 350% of A	A + 400% of A	A + 450% of A	A + 500% of A	A + 550% of A
Yellow	B = 0.855% of MPC	B + 50% of B	B + 100% of B	B + 150% of B	B + 200% of B	B + 250% of B	B + 300% of B	B + 350% of B	B + 400% of B	B + 450% of B	B + 500% of B	B + 550% of B
Green	None	None	None	None	None	None	None	None	None	None	None	None

The Contractor agrees that in each month of the Contract, 12% of the monthly project charges (MPC) associated with the Project Implementation portion of this RFP will be at risk. MPCs are the charges for the deliverables accepted during a given month. The MPC for the Project Implementation will be at risk for failure to meet the Service Levels set forth in the Contract. The Contractor will not be required to provide Performance Credits for multiple Performance Specifications for the same event; the highest Performance Credit available to the State for that particular event will apply.

On a quarterly basis, there will be a “true-up” at which time the total amount of the Performance Credits will be calculated (the “Net Amount”), and such Net Amount will be set off against any fees owed by the State to the Contractor.

Moreover, in the event of consecutive failures to meet the Service Levels, the Contractor will be required to credit the State the maximum Performance Credit under the terms of the Contract.

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

For example, if an Individual SL GYR State is Yellow in the first Measurement Period, Red in the second Measurement Period and back to Yellow in the third Measurement Period for an SLA then the Performance Credit due to the State will be the sum of Yellow Month 1 (B) for the first Measurement Period, Red Month 2 (A + 50% of A) for the second Measurement period, and Yellow Month 3 (B + 100% of B) for the third Measurement period, provided (1) such Performance Credit does not exceed 12% of the MPC (the At-Risk Amount); and, (2) no single Service Level Credit will exceed 20% of the total At-Risk Amount, as stated below:

SLA Calculation EXAMPLE						
Monthly Project Charge (MPC) = \$290,000.00						
Monthly At Risk Amount = 12% of MPC = \$34,800						
Maximum for any one SLA = 20% of At Risk Amount = \$6,960						
GYR State	1 st Month		2 nd Month		3 rd Month	
Red	0	\$	0	\$7,438.50	0	
Yellow	1	\$2,479.50	1		1	\$4,959.00
Green	6	\$	6		6	
Totals	7	\$2,479.50	7	\$7,438.50	7	\$4,959.00
Adjusted Totals by At Risk Amount and 20% per individual SLA Limitations	(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes \$2,479.50		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - No \$6,960.00		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes \$4,959.00	
	Total Quarterly Credit: \$ 2,479.50 +		Total Quarterly Credit: \$ 6,960.00 +		Total Quarterly Credit: \$ 4,959.00	
Total Quarterly Credit: \$ 14,398.50						

Service Level Performance Credit payable to the State = (B) + (A + 50% A) + (B + 100% B), based on an illustrative MPC of \$290,000;

The total of any weighting factors may not exceed 100% of the total At-Risk Amount. To further clarify, the Performance Credits available to the State will not constitute the State’s exclusive remedy to resolving issues related to the Contractor’s performance. Service Levels will commence with Project initiation for any Implementation Project.

8.2. Overall Contract Performance

In addition to the service specific performance credits, on a monthly basis, an overall SL score (the “Overall SL Score”) will be determined, by assigning points to each SL based on its Individual SL GYR State. The matrix set forth below describes the methodology for computing the Overall SL Score:

Individual SLAs and SLOs GYR State	Performance Multiple
Green	0
Yellow	1
Red	4

The Overall SL score is calculated by multiplying the number of SLAs and SLOs in each GYR State by the Performance Multiples above. For example, if all SLAs and SLOs are Green except for two SLAs in a Red GYR State, the Overall SL Score would be the equivalent of 8 (4 x 2 Red SLAs).

Based on the Overall SL Score thresholds value exceeding a threshold of fifteen (15), mandatory Executive escalation procedures outlined in this RFP will be initiated to restore acceptable Service Levels.

If a successful resolution is not reached, then **the State may terminate the Contract for cause if:**

The overall SL score reaches a threshold over a period of 3 consecutive months with the equivalent of 50% of the service levels in a red state; and the Contractor fails to cure the affected Service Levels within 30 calendar days of receipt of the State’s written notice of intent to terminate; **OR**

The State exercises its right to terminate for exceeding the threshold level of 75% of Service levels in total over a six (6) month period.

The Overall Contract Performance will not constitute the State’s exclusive remedy to resolving issues related to the Contractor’s performance. The State retains the right to terminate for Overall Contract Performance under the terms of this Contract.

8.3. Monthly Service Level Report

On a monthly basis, the Contractor will provide a written report (the “Monthly Service Level Report”) to the State which includes the following information: (i) the Contractor’s quantitative performance for each Service Level; (ii) each Individual SL GYR State and the Overall SL Score; (iii) the amount of any monthly Performance Credit for each Service Level (iv) the year-to-date total Performance Credit balance for each Service Level and all the Service Levels; (v) a “Root-Cause Analysis” and corrective action plan with respect to any Service Levels where the Individual SL GYR State was not “Green” during the preceding month; and (vi) trend or statistical analysis with

respect to each Service Level as requested by the State . The Monthly Service Level Report will be due no later than the tenth (10th) accounting day of the following month.

Failure to report any SLA, SLA performance in a given month, or for any non-Green (i.e., performing to Standard) SLA a detailed root cause analysis that substantiates cause will result in the State considering the performance of the Contractor for that period as performing in a Red State.

8.4. Failure to Report or Report Late after Mutually Agreed Dates

Should for any reason the Contractor fail to report or produce the Monthly Service Level Report to the State on a mutually agreeable date, in part or in total, the Contractor performance for the Service Levels, in part or in total, must be considered Red for that period. Should, under agreement of the State a Service Level not apply in a given period, the report must reflect this agreement and indicate “not applicable this period”.

8.5. SharePoint Applications and Environments

The State acknowledges that its SharePoint environment requirements fall into two major categories: 1) critical applications – those that are required to perform day-to-day state functions in production; and 2) non-critical application environments – which are defined as items that do not have a significant impact on day-to day operations, are used in a non-production capacity, which may not adversely impact the productivity of State development efforts or are otherwise used to support non-commercial activities. The Contractor must deliver Service Levels in keeping with the criticality levels as described herein.

8.6. Temporary Escalation of an SLO to an SLA

In general, SLOs are considered measurable objectives by the State and the SLA framework accommodates their treatment and importance to the State via Contract termination considerations as opposed to financial credits as contained herein. However, in the event that Contractor performance is not meeting the established standards and requirements for SLO related items, the State may determine that an SLO needs to be escalated to an SLA. The following conditions must prevail in this escalation:

- Contractor performance falls below yellow standard in an SLO area for three consecutive months; or
- Contractor performance falls below 75% of red standard in any given month; or
- Contractor performance is consistently in a yellow or red status for four of any six consecutive months.

Should one or more of these conditions exist, the State may:

- Temporarily replace any SLA of its choosing with the SLO until such time as the below standard SLO is determined to be consistently (i.e., more than 3 months in a row) performing to standard;
- Add the SLO to the SLA group and rebalance the weighting accordingly such that the monthly fees at risk percentage agreed to is maintained (i.e., fees at risk remain constant, the number of SLAs that are considered against those fees changes) until such time as the below standard SLO is determined to be consistently (i.e., more than 3 months in a row) performing to standard.

At the conclusion of period of three consecutive months where the escalated SLO is deemed to be performing in a green status, the State and Contractor must revert the escalated SLO (now an SLA) back to its SLO state.

8.7. State Provided Service Support Infrastructure Elements

The following items will not be considered Contractor Fault with respect to Service level failures and therefore not apply to any Contractor Performance Credits or Overall Contract Performance considerations discussed later in this section:

- Failures outside of the scope of the Contractor responsibilities pursuant to the Services responsibility scope;
- Failures due to non-performance of State retained responsibilities pursuant to the services responsibility scope;
- Failure of an out-of-scope State provided element that directly impacts an in-scope Contractor element;
- Failures arising from State provided equipment or networks;

- A pre-existing or undocumented deficiency in a State provided computing element as they pertain to adhering to State Policies and Standards. In this case, upon identification the Contractor is to promptly notify the State of the identified deficiency.
- Failure of a State provided resource to follow and comply with Contractor provided processes and procedures except where: (i) State Policies and Contractor policies are in conflict in which case the State resource must notify the Contractor of the conflict and resolve which process applies or; (ii) in cases of emergency that would place the State resource at physical peril or harm;
- Failure of a State provided third party warranty or maintenance agreement to deliver services to the Contractor for in-scope services and infrastructure elements that result in the Contractor's inability to perform at required levels;
- The period of time associated with an incident where a State provided or contracted 3rd party service, repair or replacement service renders an in-scope infrastructure element unusable by the Contractor to provide the Contracted Services must be reduced from the overall duration timing of an incident;
- The incident requires assistance for a State retained responsibility, is delayed at the State's request, or requires availability of an End User that is not available;
- Mutually agreed upon service interruptions such as scheduled changes to the technical environment.
- State implemented changes to Production Environments that the Contractor is not aware or apprised of.

8.8. Managed Service: Service Level Commitments

Contractor must meet the Service Level Commitment for each Service Level set forth in the table below and specified in detail later in this section

	Service Level	SLA or SLO	Coverage
1	Incident Resolution – Mean Time to Repair (Severity 1 Outages)	SLA	7x24
2	Incident Resolution – Mean Time to Repair (Severity 2 Outages)	SLA	7x24
3	Incident Resolution – Mean Time to Repair (Severity 3 Outages)	SLO	Business Hours
4	Service Availability – Application Availability	SLA	7x24
5	Application Performance & Responsiveness	SLA	7x24
6	Incident Resolution - Issue Triage, Closure and Recidivist Rate	SLO	Business Hours
7	User Interaction - Completion of Administrative, Root, DBA, Privileged User Adds/Deletes	SLO	Business Hours (non-emergency)
8	Security – Security Compliance	SLO	continuous
9	Monitoring & Auditing – Application Security Breach Detection, Notification and Resolution	SLA	7x24
10	Job Schedule and Scheduled Reporting Performance	SLA	Scheduled Hours
11	Operational Process Control & Repeatability – Changes to Production environments	SLO	Scheduled Maintenance
12	Service Quality – System Changes	SLA	Scheduled Maintenance
13	Service Timeliness – System Changes	SLA	Scheduled Maintenance
14	Data Accuracy	SLA	continuous

Offerors are to note that for Major Projects (generally those in excess of 1,000 hours of Contractor effort) that Project level Service Level Commitments must apply as specified in Supplement 2 which are only applicable to those Project fees or charges associated with the performance of those projects under a State Authorized Statement of Work or Change Request.

8.8.1. Incident Resolution – Mean Time to Repair (Severity 1 Outages)

Business Intent:

Prompt resolution of SharePoint outages that impact State processing and processes

Definition: Mean Time to Repair (Severity 1 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Severity 1 Outage Service Requests for in-scope Services in the Contract Month. "Time to Repair" is measured from time Service Request is received at the Level 2 Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.
 "Severity 1 Outage" is defined as :

An Incident must be categorized as a "Severity 1 Outage" if the Incident is characterized by the following attributes: the Incident (a) renders a business critical System, Service, Software, Equipment or network component un-Available, substantially un-Available or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan.
 The Contractor must report updates and progress to the State every thirty (30) minutes for this SLA until resolved.

Formula:

$$\text{Mean Time to Repair (Severity 1 Outages)} = \frac{\text{Total elapsed time it takes to repair Severity 1 Outage Service Requests}}{\text{Total Severity 1 Outage Service Requests}}$$

Measurement Period: Reporting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures:

Individual SL GYR State	Mean Time to Repair (Severity 1 Outages).
Green	<= 4 hours
Yellow	> 4 hours and <= 6 hours
Red	> 6 hours

8.8.2. Incident Resolution – Mean Time to Repair (Severity 2 Outages)

Business Intent: Prompt resolution of SharePoint outages that impact State processing and processes

Definition: Mean Time to Repair (Severity 2 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Severity 2 Outage Service Requests for in-scope Services in the Contract Month. “Time to Repair” is measured from time Service Request is received at the Level 2 Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.

“Severity 2 Outage” is defined as : An Incident shall be categorized as a “Severity 2 Outage” if the Incident is characterized by the following attributes: the Incident (a) does not render a business critical System, Service, Software, Equipment or network component un-Available or substantially un-Available, but a function or functions are not Available, substantially Available or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan.

In the event of “go live” of new functionality, an Upgrade, or significant change in the architecture of the Application environment, this Service Level will be suspended temporarily from the time the “go live” of the applicable Change through two (2) business days following completion of stabilization criteria in accordance with the transition to production plan.

The Contractor must report updates and progress to the State every sixty (60) minutes for this SLA until resolved.

Formula:

$$\text{Mean Time to Repair (Severity 2 Outages)} = \frac{\text{Total elapsed time it takes to repair Severity 2 Outage Service Requests}}{\text{Total Severity 2 Outage Service Requests}}$$

Measurement Period: Reporting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures:

Individual SL GYR State	Mean Time to Repair (Severity 2 Outages).
Green	<= 8 hours
Yellow	> 8 hours and <= 12 hours
Red	> 12 hours

8.8.3. Incident Resolution – Mean Time to Repair (Severity 3 Outages)

Business Intent: Prompt resolution of SharePoint issues and irregularities that impact State processing and processes

Definition: Mean Time to Repair (Severity 3 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Severity 3 Outage Service Requests in the Contract Month.

“Time to Repair” is measured from time a Service Request for in-scope Services is received at the Level 2/3 Contractor Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.

“Severity 3 Outage” Is defined as:

An Incident must be categorized as a “Severity 3 Outage” if the Incident is characterized by the following attributes:

- the Incident causes a group or individual to experience an Incident with accessing or using a System, Service, Software, Equipment or network component or,
- a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the stabilization and transition to production plan. The Contractor must report updates and progress to the State every twenty-four (24) hours for this SLA until resolved.

Formula: Mean Time to Repair (Severity 3 Outages) =
$$\frac{\text{(Total elapsed time it takes to repair Severity 3 Outage Service Requests)}}{\text{Total Severity 3 Outage Service Requests}}$$

Measurement Period: Reporting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures:

Individual SL GYR State	Mean Time to Repair (Severity 3 Outages).
Green	<= 5 business days
Yellow	> 5 business days <=7 business days
Red	> 7 business days

8.8.4. Service Availability – Application Availability

Business Intent: SharePoint is Available to All State Users for All Business Functions to Support State Processes.

Definition: Application Availability for each in-scope Platform, Environment, Module and Business Process
 Application Availability means access to the production system is enabled; log-in permitted from the local user LAN and business transactions can be executed. While it is dependent on State provided infrastructure and Third Party software availability the expectation is that the Contractor must implement operational processes, instrumentation, monitoring and controls that validate availability of SharePoint to the end-user and development community in the State.
 This SLA will be calculated for those Service Elements that are directly in the Contractor's scope and will be measured from the end-user community desktop to the ability to process transactions to the SharePoint databases. If, in determination of the root cause of an "unavailable" condition, the State LAN, WAN and Data Center outages, or the outage of State provided Infrastructure is the cause of the condition, the Contractor must be excused from those outages that arise from such a condition, unless the outage is a direct result of a Contractor created situation.
 Critical Environments shall be those that are hosting or supporting State SDLC environments for those projects in excess of \$5M in a given 12-month period and Production environments
 Non-Critical Environments include routine development, testing, training, demo and the like

Formula: Application Availability =
$$\frac{\text{Total Application Scheduled Uptime} - \text{Total Application Unscheduled Outages}}{\text{Total Application Scheduled Uptime}}$$

Measurement Period: Reporting Month

Data Source: Monthly Service Report

Frequency of Collection: Continuous, 24 hours a day

Service Level Measures:

Individual SL GYR State	Critical/Production Environment	Non Critical Environments
Green	>= 99.9%	>= 99.0
Yellow	>= 99.7% and < 99.9%	>=95.0 and < 99.0
Red	<99.7%	<95.0%

8.8.5. Application Performance and Responsiveness

Business Intent: SharePoint Online and Batch Processes perform within expected norms, the end user experience is high performance and responsive and scheduled jobs, processes and reports execute within the established job schedule without intruding upon online application users or other business functions

Definition: System Performance and Responsiveness will be based upon an end-to-end service class performance baseline (e.g., network time, application/session response time, system time, and network return time) performed by the Contractor during the transition or as mutually agreed will perform for key service elements for a statistically valid sample of 5 EPM/SharePoint scheduled reports.

Should the Contractor wish to accept State written requirements for each of the above in lieu of benchmarking, or use the aforementioned benchmarking, this sample shall serve as the "Performance Baseline" for this SLA.

Thereafter, the Contractor must perform automated testing on a daily basis for online transaction elements or provide objective evidence from system generated statistics, and provide run-time statistics for scheduled/batch system jobs and scheduled report and compare these to the Performance Baseline.

Two % deviations from the Performance Baseline will be calculated: 1) % Variation Online Transactions and 2) % Variation Batch/Scheduled Operations; The higher variation (i.e., online or batch) shall be used in the below formula for both the numerator and denominator

Formula: System Performance and Responsiveness =
$$\frac{\text{Observed (Online or Batch Scheduled) Performance}}{\text{Baseline (Online or Batch) Performance}}$$

Measurement Period: Reporting Month

Data Source: Monthly Service Report

Frequency of Collection: Continuous, 24 hours a day and Schedule Job/Report Performance

Service Level Measures:

Individual SL GYR State	System Performance and Responsiveness
Green	< = 100%
Yellow	>100% - <=110%
Red	> 110%

8.8.6. Incident Resolution - Issue Triage, Closure and Recidivist Rate

Business Intent:

Incidents affecting SharePoint, online batch or otherwise, are promptly addressed, prioritized and resolved to the satisfaction of the State and to no reoccur or cause corollary or spurious issues to occur as a result of the repair to the element that was the root cause of the Incident.

Definition:

Incident Triage, Closure and Recidivist Rate will be determined by monitoring compliance with the following four key performance indicators (KPI):

1. Incident Triage: Contractor to indicate high-level diagnosis and estimate to remedy to the State within 30 minutes of acknowledgement
2. Incident Closure: Incident to be documented with root cause remedy, (where root cause is within Contractor’s control), and procedures to eliminate repeat of incident within 24 hours of incident close
3. Incident Recidivist Rate: Closed incidents not to reappear across all in scope Services no more than 1 times following incident closure.
4. Incident means any Severity 1 or 2 incident where the Services for which Contractor is responsible are unavailable.

Formula:

$$\text{Issue Triage, Closure and Recidivist Rate} = \frac{\text{Total Severity 1 and 2 Incidents for which Contractor is responsible under the SOW, where solution Services are unavailable) - (Number of Incidents where the KPI was not in compliance)}}{\text{(Total Severity 1 Incidents where Services for which Contractor is responsible under the SOW are unavailable)}}$$

Measurement Period:

Calendar Quarter

Data Source:

Incident Management System Report

Frequency of Collection:

Calendar Quarter, All Severity 1 and 2 Incidents

Service Level Measures:

Individual SL GYR State	Incident Resolution - Incident Triage and Closure and Recidivist Rate
Green	>= 99.5
Yellow	< 99.5 and > =99.3
Red	< 99.3

8.8.7. Security – Monitoring & Auditing – Security Breach Detection

Business Intent: Ensure that State Security policies are implemented correctly, and monitored and followed at all times for all users of SharePoint whether end-user, State, Contractor or 3rd Party

Definition: System Security Breach Detection will be determined by monitoring compliance with the following three key performance indicators (KPI):
 System security breach success notification due within 30 minutes of physical intrusion detection of any element within the Contractor’s responsibility area or Contractor provided facility or element that accesses SharePoint including Contractor’s machines. Notification will be as set forth in the State/Contractor Process Interface Manual or other supporting documents.
 Suspension or Revocation of unapproved or intruder access in accordance with State established procedures within 10 minutes of State approval or (absent State approval) 15 minutes.
 System security breach (attempt, failure) notification due within 1 hour of such physical intrusion detection. Notification will be as set forth in the Process Interface Manual or other supporting documents.

Formula: Security Breach Detection =
$$\frac{\text{(Number of instances where individual KPI's were not in compliance)}}{\text{Total Number of Instances}}$$

Measurement Period: Month

Data Sources: Infrastructure Antivirus/Malware/Rootkit Scan logs, Active Port Scanning Logs, User Account Review Report

Frequency of Collection: Monthly

Service Level Measures:

Individual SL GYR State	Security Breach Detection
Green	<= 0
Yellow	N/A
Red	> 0

8.8.8. Job Schedule and Scheduled Reporting Performance

Business Intent: Scheduled Jobs and Reports Start and Complete with established time parameters and execute in such a manner as to not intrude upon online users of SharePoint. Job abends and restarts are monitored and executed within the established schedule.

Definition: Job Schedule and Scheduled Reporting Performance shall consider all scheduled daily, weekly, monthly and business cycle Jobs and Reports that execute under the responsibility and scope of the Contractor via UC4 (or successors), automated operating system job schedulers (e.g., cron, task scheduler), interfaces and any reports in the Contractor's scope. The Contractor shall, as part of establishing and maintaining the SharePoint Run Book, establish automated schedules for SharePoint scheduled processes and reports and set Start, Stop and Completion and Job dependencies as appropriate. The actual Start and Completion of all Scheduled Jobs and Reports shall be recorded on a daily basis as afforded by the automated schedule. For those jobs that cannot be automated for any reason and require Contractor personnel to manually execute these jobs, the actual Start and Stop times shall be recorded and included in the below calculation.

Formula:

$$\text{Job Schedule and Scheduled Reporting Performance} = \frac{(\text{Total Number of Minutes Jobs/Reports were delayed from Starting}) + (\text{Total Number of Minutes Jobs/Reports Ran in Excess of Completion/Stop Parameters})}{\text{Total Number of Minutes Jobs/Reports Ran as Scheduled}}$$

Measurement Period: Monthly

Data Sources: Scheduled Job Report

Frequency of Collection: Daily

Service Level Measures:

Individual SL GYR State	Job Schedule and Scheduled Reporting Performance
Green	<= 10%
Yellow	> 10% <= 15%
Red	> 15%

8.8.9. Operational Process Control & Repeatability – Changes to Production Environments

Business Intent: All changes to production environments follow a disciplined process, are authorized by the State and documentation is updated at all times to ensure that the operating environment of SharePoint is up to date and documentation is current. Production changes are tested/validated and move as a comprehensive change package as opposed to piecemeal elements that result in unintended consequences.

Definition: The changes to production environment measure is determined by monitoring compliance with the following six key performance indicators:

1. All changes to production environments have an authorization from an approved the State employee
2. Code or System changes are promoted to production environments that use contemporary change control methods including version control, data backup/back out procedures (if applicable)
3. All elements that comprise a system change inclusive of code, configuration values, environment parameters, database elements, security, executables and other required change elements are applied as part of a Production change.
4. No untested or unapproved changes or changed elements that are not required by a production change are introduced into the production environment
5. Changes that are detected to introduce errors or unavailability to production systems are reversed in accordance with the Contractor back-out procedure and the system is restored to the pre-change state without impacting regular operations
6. Corresponding updates to the supporting documents are completed within a reasonable timeframe of receiving and implementing minor approved change request(s).

Formula: Changes to Production Environments = $\frac{\text{Total Number of KPIs not met}}{\text{Total Number of KPIs met}}$

Measurement Period: Monthly

Data Sources: Production Change Report

Frequency of Collection: Each Change to Production

Service Level Measures:

Individual SL GYR State	Changes to Production Environments
Green	<= 1%
Yellow	> 1% <= 3%
Red	> 3%

8.8.10. Service Quality – System Changes

Business Intent: System Changes are implemented correctly the first time, and do not cause unintended consequences to SharePoint users, scheduled jobs and reports, corrupt or compromise data or data relationships and otherwise perform as intended from a functional, technical and performance perspective. Non-Production environments reflect Production.

Definition: The Service Quality System Changes measure is determined by monitoring compliance with the following four key performance indicators (KPI):

1. System changes or updates (i.e., break fix, configuration, and patches) in any release to production environment are implemented correctly the first time inclusive of all code, non-code, configuration, interface, scheduled job or report, database element or other change to the production environment
2. System changes or updates are propagated within 5 business days as mutually deemed appropriate to non-production environments such that environment configurations are synchronized and reflect the then current environment and a common development, testing, QA, demonstration and training environment is carried forward that is reflective of production
3. Production system changes (i.e., break fix, configuration, and patches) in releases that do not cause other problems
4. System changes or updates (i.e., break fix, configuration, and patches) in emergency releases are implemented correctly the first time that comprise the SharePoint system

Formula:
$$\text{Service Quality – System Changes} = \frac{\text{Total Number of KPIs not met}}{\text{Total Number of KPIs met}}$$

Measurement Period: Monthly

Data Sources: Production Change Report

Frequency of Collection: Each Change to Production and Follow-On Changes to Non-Production

Service Level Measures:

Individual SL GYR State	Service Quality – System Changes
Green	<= 2%
Yellow	> 2% <= 5%
Red	> 5%

8.8.11. Service Timeliness – System Changes

Business Intent: System Changes are implemented in a timely manner as scheduled with the State or (if applicable) during a Scheduled Maintenance Period or as required by the State

Definition: The Service Timeliness System Changes measure is determined by monitoring compliance with the following two key performance indicators (KPI):

1. Emergency system changes or updates (i.e., break fix, configuration, and patches) to SharePoint will be initiated within 24 hours of the State approved request and Change Management Process and to be reported complete within 1 hour of completion
2. Non-emergency system changes or updates (i.e., break fix, configuration, and patches) to SharePoint to be initiated in accordance with the State policies during a scheduled maintenance period or as mutually scheduled between the Contractor and State and reported within 2 days of post implementation certification

Formula:

$$\text{Service Quality – System Change Timeliness} = \frac{\text{Total Number of KPIs not in Compliance in a Month}}{\text{Total Number of System Changes in a Month}}$$

Measurement Period: Monthly

Data Sources: Production Change Report

Frequency of Collection: Each Change to Production and Follow-On Changes to Non-Production

Service Level Measures:

Individual SL GYR State	Service Quality – System Changes
Green	<= 2%
Yellow	> 2% <= 5%
Red	> 5%