

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1049
DATE ISSUED: October 6, 2008

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

PeopleSoft Services/Project Services

INQUIRY PERIOD BEGINS: October 6, 2008
INQUIRY PERIOD ENDS: October 27, 2008
OPENING DATE: November 3, 2008
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
General Services Division
IT Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

INTENT TO RESPOND DUE: October 9, 2008

PRE-PROPOSAL CONFERENCE DATE: October 15, 2008 @ 1:00 P.M.

This RFP consists of five parts and ten attachments, totaling 79 consecutively numbered pages. Supplements also are attached to this RFP. Please verify that you have a complete copy.

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

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Section 125.071 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Office of Budget and Management and the Office of Information Technology within the Department of Administrative Services has asked the Department of Administrative Services to solicit competitive sealed proposals ("Proposals") for Managed Services, the Shared Services Implementation and Ongoing Project Services (the "Work"), and this RFP is the result of that request. This RFP combines several closely related services needed by the State of Ohio (the "State"). While the State strongly desires a single vendor solution, it is the intent of the State to conduct the evaluation and selection processes in a manner that provides the flexibility for considering multiple vendor solutions for the Work, which may result in two contractor awards. If the State elects to award a contract for the Work, two contracts with either a single or two contractors will result.

If a suitable single vendor solution is made in response to the Work, the State, through the Department of Administrative Services (DAS), may enter into a single or multiple contracts (the "Contract") to have the selected offeror (the "Contractor") perform all or part of the Work. Multiple contracts with a single Contractor may be necessary to award portions of the Work at different times within the RFP process. The State believes there may be significant benefits to awarding the Work to a single Contractor. These benefits will be considered by the State during the evaluation and selection process.

Alternatively, the State may determine that it is in its best interests to award the Work to different Contractors. Therefore, if a suitable offer is made in response to the Managed Services portion of this RFP, the State, through DAS, may enter into a separate contract (the "Contract") to have the selected Managed Services offeror (the "Contractor") perform all or part of the Work described within the scope of Managed Services. Similarly, if a suitable offer is made in response to the Shared Services Implementation portion of this RFP, the State, through DAS, may enter into a separate contract (the "Contract") to have the selected Shared Services Implementation offeror (the "Contractor") perform all or part of the Work described within the Shared Services Implementation scope. The Ongoing Project Services for post implementation, ongoing or future projects may be incorporated in one or both Contracts.

All offerors submitting Proposals must submit a single proposal containing an offer for all of the Work. Submitting a Proposal for only a portion of the Work is not acceptable and will result in the incomplete Proposal not being considered. 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.

The Term of this contract is from award date until the work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2009, whichever is sooner. The State may renew the Contract(s) for up to three additional two-year terms subject to the Ohio General Assembly appropriating funds in each new biennium; however, the Contractor may terminate the Contract(s) without penalty as of June 30, 2013. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the work continues, subject to the State's approval and subject to the Contractor's right to terminate the Contract(s) as of June 30, 2013.

Beginning on the 3rd anniversary of the Contract date and running 30 days thereafter, the State has the right to terminate the Contract by giving at least 30 days notice without penalty.

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.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State'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 6, 2008
Inquiry Period Begins:	October 6, 2008
Intent to Respond Due:	October 9, 2008
Pre-Proposal Conference Date:	October 15, 2008 at 1:00 p.m.
Inquiry Period Ends:	October 27, 2008, at 8:00 a.m.
Proposal Due Date:	November 3, 2008, at 1:00 p.m.

Estimated Dates

Award Date:	December 2008
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Estimated Work Dates

Work Begins:	January 2009
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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 attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

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

Attachments:

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Offeror Certification Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Intent to Respond
Attachment Nine	System Development Life Cycle (SDLC)
Attachment Ten	Cost Summary

Supplements:

Supplement One	W-9 Form
Supplement Two	Scope of Work and Project Requirements
Supplement Three	Response Crosswalk
Supplement Four	Consolidated Report List
Supplement Five	Run Book
Supplement Six	Design Phase Deliverables
Supplement Seven	State IT Security Policies
Supplement Eight	Business Associate Agreement

The State recognizes that the size of many of the supplemental documents issued as part of this RFP will result in a long download time. For the convenience of prospective offerors reviewing the RFP to determine whether they intend to develop a proposal response, the State is providing several of the Supplements as separate PDF documents. Multiple files are bound together in PDF Packages. Adobe recommends using Adobe Reader or Adobe Acrobat version 8 or later to work with documents contained within a PDF Package.

The State requires that all offerors intending to submit a proposal response download and review these supplements. All Attachments and Supplements are part of the RFP.

Additionally, the State is providing the following documents for offerors to use to prepare their proposal response:

Attachment Seven	Offeror Profile Summary (Microsoft Word)
Attachment Eight	Intent to Respond (Microsoft Word)
Attachment Ten	Cost Summary Form (Microsoft Excel)
Supplement Two	Scope of Work and Project Requirements (Microsoft Word)
Supplement Three	Response Crosswalk (Microsoft Excel)

The files are provided under the "Associated PDF Files" heading on the State Procurement Website, Procurement Opportunity Details Page for this RFP.

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Curtis Brooks
Acquisition Analyst Supervisor
General Services Division
IT Procurement Services
4200 Surface Road
Columbus, Ohio 43228-1313

During the performance of the Work, a State representative (the "Work Representative") will represent the State and be the primary contact for the Work. The State may designate different Work Representatives for the Shared Services Implementation and the Managed Services. The State will designate the Work Representative(s) in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work statements, service levels requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process to

address RFP requirements and contemplated assumptions that may prohibit the offeror from submitting an acceptable Proposal. Proposals that contain exceptions to RFP requirements or unacceptable assumptions or terms and conditions may be rejected.

To make an inquiry, offerors must use the following process:

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

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

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

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

Intent to Respond. The State is requesting all offerors that intend to respond to this RFP to submit the Intent to Respond Form contained in Attachment Eight by October 9, 2008. The purpose of this request is to gauge market interest in responding to this RFP, as well as to align the State's planning and staffing around the subsequent evaluation of Proposals,

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on October 15, 2008, at 1:00 p.m., in the Lobby Hearing Room, of the Rhodes State Office tower, 30 E. Broad St., Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

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

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

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

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

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

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and 12 copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either **PeopleSoft Services/Project Services RFP – Technical Proposal** or **PeopleSoft Services/Project Services RFP – Cost Summary**, as appropriate.

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

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

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

BID ROOM MAIN PHONE NUMBER: 614-466-5090

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. The State may reject late Proposals regardless of the cause for the delay.

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

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

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

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

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

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

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

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

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative solution that is not functionally equivalent may have submitted a defective Proposal that the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

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

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants

clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

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

Location of Data. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. Additionally, if Attachment Two and Supplement Two contains any restrictions on where the Work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

This RFP combines several closely related services needed by the State. While the State strongly desires a single vendor solution, it is the intent of the State to conduct the evaluation and selection processes in a manner that provides the flexibility for considering multiple vendor solutions for the Work.

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.

In the event that a verbal response to a clarification request requires a correction to the offeror's Proposal, the offeror must reduce the clarification or correction to writing and submit to the State within two business days unless an alternate response due date and time is approved by the State. The written

clarification and correction response must be provided to the State's Procurement Representative identified in Part Three: General Instructions of this RFP. Written Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

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

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work 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 Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

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

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

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

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. 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. And 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 operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited

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

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. To accommodate the flexibility for separate awards of the Work, the State may negotiate Contracts for the Shared Services Implementation and Managed Services separately. However, it is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

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

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

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contracts for both the Shared Services Implementation

and Managed Services or cancellation of all or part 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 a Contract for the Shared Services Implementation and Managed Services based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date. At the State's discretion, the Scope of Work awarded may be expanded to include Ongoing Project Services for either, or both, of the Shared Services Implementation and Managed Services Contracts. The State may award the Shared Services Implementation and Managed Services at different times as shown in the estimated dates in the Calendar of Events.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor(s) 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 or other written payment obligation, and all other prerequisites identified in the Contract have occurred.

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

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

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

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

ATTACHMENT ONE: EVALUATION CRITERIA

This RFP combines closely related services needed by the State of Ohio. The State believes there may be significant benefits to awarding the Work to a single Contractor. These benefits will be considered by the State during the evaluation and selection process. While the State strongly desires a single Contractor solution, it is the intent of the State to conduct the evaluation and selection processes in a manner that provides the flexibility for considering multiple offeror solutions for the Work, which may result in two contractor awards.

All offerors submitting proposals must submit a single proposal containing an offer for Managed Services, the Shared Services Implementation and Ongoing Project Services; and all mandatory requirements must be met.

Submitting a proposal that excludes any of these service areas or does not meet the mandatory requirements for all service areas is not acceptable and will result in the incomplete proposal not being considered.

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

Mandatory Requirements	Reject	Accept
The offeror must not propose to staff any position (Key Personnel or otherwise) associated with this Contract with offshore personnel.		
Mandatory Requirements –Managed Services	Reject	Accept
Within the last five years, the offeror must demonstrate experience as the prime contractor on at least one contract providing a Managed Services environment in which the offeror is responsible for ongoing operations and maintenance of PeopleSoft Finance and Human Resources applications for organizations with at least \$10 billion in annual revenues as managed by the PeopleSoft FIN application and at least 32,500 employees as managed and paid by the PeopleSoft HCM application. Any contracts listed to demonstrate this experience must have been successfully managed by the offeror in an ongoing operational phase for at least 12 months.		
The offeror must demonstrate experience as the prime contractor on at least one contract providing hosting services within a Tier III Data Center that also employed Information Technology Infrastructure Library (ITIL) concepts and techniques for managing information technology (IT) infrastructure, development, and operations. Any contracts listed to demonstrate this experience must have been successfully managed by the offeror in an ongoing operational phase for at least 12 months.		
Mandatory Requirements – Shared Services Implementation	Reject	Accept
The offeror must demonstrate experience as the prime contractor in the completion of a large ERP implementation involving PeopleSoft Financial software. Large implementations must include organizations with at least \$10 billion in annual revenues as managed by the PeopleSoft FIN application.		
The offeror must demonstrate experience as the prime contractor on at least one completed project that included planning and managing the implementation of a Shared Service Center for a large government, Fortune 200 company, or a similarly sized not-for-profit organization.		
The offeror must demonstrate experience as the prime contractor on at least one significant Change Management project for a large governmental entity, Fortune 200 company, or a similarly sized not-for-profit organization.		

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

Points will be awarded by the criteria listed in the following table with the best proposal in each category being awarded ten (10) points, the second best seven (7) points and the third best four (4) points and any proposal forth best or lower that meets the criteria will receive two (2) points. Any offeror that does not meet the criteria receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

However, in the event of ties or significant differences in the quality and content of the proposals, the evaluation committee reserves the right to rate the proposals accordingly.

The State reserves the right to award separate Contracts for Managed Services and Shared Services Implementation (a “split” award). For a split award to occur an offeror must be rated as the highest ranked proposal for either Managed Services or the Shared Services Implementation; and their proposal must score within 10% of the scoring of the highest ranked proposal overall. The State reserves the right to consider a split award if a split award will result in a substantially better overall value as solely determined by the State.

Scored Criteria	Weight	Not Acceptable	Lower than Third Best	Third Best	Second Best	Best
Overall Program Governance Requirements - The content, clarity and quality of the offeror’s proposal response to Section 7 of Supplement Two of the RFP will be considered in assigning a score in this area. The offeror’s understanding and ability to comply with the Overall Program Governance Requirements are of critical importance.	10	0	2	4	7	10

Scored Criteria	Weight	Not Acceptable	Lower than Third Best	Third Best	Second Best	Best
Managed Services Offeror Capability, Capacity, and Experience for Managed Services - The State is seeking a Contractor that has the experience and the resources to provide Managed Services effectively. The offeror's capability, capacity, and experience in the industry are of critical importance, as is the offeror's knowledge, familiarity and experience providing PeopleSoft Managed Services for large governmental entities, Fortune 200 companies, or a similarly sized not-for-profit organization, providing application, development and maintenance for PeopleSoft Software, and providing technical hardware and software infrastructure and production operations hosting as a Managed Service for similarly sized clients. Financial stability and past performance is also crucial. The information provided in the offeror's response to the Offeror Profile will also be considered when ranking this area.	25	0	2	4	7	10
Managed Services Key Personnel - The quality of the offeror's proposed Project team will impact the success of the Project. Therefore, each team member's experience, education, and skills will be considered in assigning a score in this area.	25	0	2	4	7	10
Managed Services Technical Requirements - The extent to how well the offeror understands the functionality and the technical requirements of Sections 5 and 6 of Supplement Two of this RFP and how well the offeror's proposed solution meets those requirements will be of critical importance. Additionally, the offeror's proposed equipment and software needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations will be an important aspect of the State's review.	50	0	2	4	7	10

Scored Criteria	Weight	Not Acceptable	Lower than Third Best	Third Best	Second Best	Best
Managed Services Statement of Work Solution – The quality and content of the offeror's proposal response to BOTH (1) Managed Services Transition Services AND (2) Managed Services Steady State Operations and Maintenance Services will be critical aspects of the State's review. The narrative project work plan, project schedule and staffing plan for Transition Services are to be consistent and complementary and must be presented in an appropriate level of detail. The Steady State Operations and Maintenance Services Delivery Plan will be an important aspect of the State's review. This area of the offeror's proposal must clearly demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.	200	0	2	4	7	10
Steady State Operations and Maintenance Services Service Level Requirements - The content, clarity and quality of the offeror's proposal response to Section 9 of Supplement Two of the RFP will be considered in assigning a score in this area. The offeror's capability, capacity, and ability to meet or exceed the Service Level Requirements are of critical importance.	175	0	2	4	7	10

Scored Criteria	Weight	Not Acceptable	Lower than Third Best	Third Best	Second Best	Best
Shared Services Offeror Capability, Capacity, and Experience for Shared Services - The State is seeking a Contractor that has the experience and the resources to provide Shared Services Implementation Services effectively. The offeror's capability, capacity, and experience in the industry are of critical importance, as is the offeror's knowledge, familiarity and experience providing PeopleSoft Shared Service Center Implementation for large governmental entities, Fortune 200 companies, or a similarly sized not-for-profit organization. The offerors experience with providing Shared Service Center Implementation involving PeopleSoft ERP software in conjunction with implementing or managing the implementation of enabling technologies such as imaging, telephony (ISD, ACD, CTI, etc...) and the offeror's experience with providing change management services associated with the implementation of a Shared Services Center for similarly sized clients will be an important aspect of the State's review. Financial stability and past performance is also crucial. The information provided in the offeror's response to the Offeror Profile will also be considered when ranking this area.	10	0	2	4	7	10
Shared Services Key Personnel Experience - The quality of the offeror's proposed Project team will impact the success of the Project. Therefore, each team member's experience, education, and skills will be considered in assigning a score in this area.	10	0	2	4	7	10

Scored Criteria	Weight	Not Acceptable	Lower than Third Best	Third Best	Second Best	Best
Shared Services Implementation Statement of Work Solution - The quality and content of the offeror's Project Work Plan, Microsoft® Project schedule and Staffing Plan & Time Commitment information for Shared Services Implementation will be critical aspects of the State's review. The narrative project work plan, project schedule and staffing plan are to be consistent and complementary and must be presented in an appropriate level of detail. This area of the offeror's proposal must clearly demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.	100	0	2	4	7	10
Shared Services Implementation Service Level Requirements - The content, clarity and quality of the offeror's proposal response to Section 11 of Supplement Two of the RFP will be considered in assigning a score in this area. The offeror's capability, capacity, and ability to meet or exceed the Service Level Requirements are of critical importance.	80	0	2	4	7	10
Ongoing Project Services SOW, Service Level Requirements and Rate Card - The content, clarity and quality of the offeror's proposal response to Sections 12 and 13 of Supplement Two of the RFP will be considered in assigning a score in this area. The proposed Rate Card will be evaluated as a factor within the ranking process.	15	0	2	4	7	10

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

The cost evaluation will include the three components; Managed Services Pricing, Shared Services Implementation Pricing, and an Overall Pricing Assessment. The 300 points available for cost have been allocated as shown in the following table.

Cost Area	Available Points
Managed Services Pricing	100
Shared Services Implementation Pricing	50
Overall Pricing Assessment	150

MANAGED SERVICES PRICING POINT CALCULATION

The State will calculate the points received by each offeror for their proposed Managed Services Pricing as described below.

The offeror with the lowest proposed Managed Services Pricing will receive 100 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Managed Services Pricing Points} = (\text{Lowest Managed Services Price} / \text{Offeror's Managed Services Price}) \times 100$$

SHARED SERVICES IMPLEMENTATION SERVICES PRICING POINT CALCULATION

The State will calculate the points received by each offeror for their proposed Shared Services Implementation Services Pricing as described below.

The offeror with the lowest proposed Shared Services Implementation Services Pricing will receive 50 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Shared Services Implementation Services Pricing Points} = (\text{Lowest Shared Services Implementation Services Price} / \text{Offeror's Shared Services Implementation Services Price}) \times 50$$

OVERALL PRICING ASSESSMENT POINT DETERMINATION

Points will be awarded for the Overall Pricing Assessment based upon the State's assessment of several factors related to the offeror cost proposal. The offeror with the best cost proposal will be awarded 150

points, the second best 100 points and the third best 50 points and any proposal forth best or lower will receive 25 points. Any offeror that has an unacceptable cost proposal will receive zero points. The standard for evaluation, consequently, is established by the competition and the State's assessment of the overall pricing proposed by the offeror.

However, in the event of ties or significant differences in the content of the cost proposals under consideration, the evaluation committee reserves the right to award the Overall Pricing Assessment points accordingly.

The State will conduct a detailed review of each offeror's cost proposal to complete the Overall Pricing Assessment. In addition to considering overall offeror costs by section and as a combined total, State may at its sole discretion perform additional analysis on the offeror provided cost data including but not limited to:

- Comparison of proposed labor costs and rates in the Rate Card for Ongoing Project Services to existing industry rates in effect for similar job description and role responsibilities, as well as comparisons across responding offerors;
- Analysis of the offeror provided Shared Services pricing and resource plans in light of the provided Rate Card information for Ongoing Project Services;
- Analysis of technical elements and element pricing as they pertain to delivery of the respective Statement(s) of Work, Service Levels and overall technical requirements;
- Assessment of the overall cost profile for the provision of business continuity, fault resilience and disaster recovery elements;
- Determination of the relative cost positions with regard to Termination/Exit provisions as they pertain to any up-front, one-time or significant offeror investments proposed by the offeror in the Managed Services response areas;
- Analysis of the proposed additive and reduced charges for the addition or reduction of Infrastructure elements as they pertain to the Infrastructure baseline established in the Managed Services Proposal;
- Analysis of the overall costs of the offeror proposed infrastructure elements relative to cost and pricing schedules for similar infrastructure elements recently procured by the State;
- Assessment of overall adherence to budgetary and cash flow considerations as it pertains to offeror proposed cost and timing elements; and
- Any other analysis as deemed required by the State to assess the proposed costs and overall value in light of the offeror proposal.

TOTAL PROPOSAL SCORE POINT CALCULATION

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

**Total Points = Technical Proposal Points + Managed Services Pricing Points +
Shared Services Implementation Services Pricing Points + Overall Pricing
Assessment Points**

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

Scope of Work. The Scope of Work, Contractor Responsibilities and Deliverables are contained in Supplement Two.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And 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, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor's Fee Structure. The Contract(s) will be payable in accordance with the table below:

Managed Services	Payment
Ongoing Recurring Costs	Monthly
Additive/Reduced Charges	Monthly
Infrastructure	One Time/Non Recurring Costs - Upon Acceptance
Transition & Project Initiation Services	Phased/Non Recurring Costs - Upon Acceptance
Major PeopleSoft Upgrades (v9+)	Upon Phase Acceptance
Termination Costs	Upon Acceptance
Any Applicable SLA Credits	Calculated Monthly/Applied Quarterly
Shared Services – Wave 1	Payment
Implementation of Shared Services Requirements and Design Elements	Deliverable Based Upon Acceptance
Project Oversight & Management (PMO)	Upon Acceptance
Technology/Finance Threads	Upon Acceptance
Change Thread	Upon Acceptance
Production Migration / Post-Migration Support Period	Upon Acceptance
Any Applicable SLA Credits	Calculated Monthly/Applied Quarterly
Ongoing Project Services	Payment
Utilizing the Rate Card	Upon Acceptance of Defined Deliverables or Time and Material Services invoiced Monthly

The work effort and cost for implementing Waves 2 and 3 for Shared Services should not be included in the offeror's Cost Proposal. Upon completion of the defined events or acceptance of deliverables, the Contractor may submit an invoice according to the payment table identified above.

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.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

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

The Proposal may not exceed 400 8.5 by 11-inch pages. The offeror's Proposal may include 11 by 17-inch pages. Each 11 by 17-inch page will count as two pages. All pages must have 1-inch (or more) margins at the top, bottom, left and right sides of each page and with text in at least 10-point font size. A smaller font size may be used for graphics and Microsoft Project WBS text. Sections specifically excluded from the page count are indicated below with an "**". Examples of excluded sections that do not count toward the page limit are tables of contents, tables of figures, tab sheets, page dividers, or State-required supplements and attachments (i.e. the Profile Summaries).

This RFP requires each offeror to address RFP requirements for three major segments of Work (Managed Services, Shared Services and Ongoing Project Services) within one Proposal. To be considered, **each Proposal must contain the following:**

Common Proposal Requirements

- *Vendor Information Form (OBM-3456)
- *Offeror Certification Form
- *Proof of Insurance
- *Payment Address
- *Legal Notice Address
- *W-9 Form
- *Declaration Regarding Terrorist Organizations
- Offeror Profile
- *Offeror Mandatory Requirements Profile Forms (MS, SS, PS)
- Overall/General Assumptions
- Overall Program Governance Requirements
- *Response Crosswalk

Managed Services Proposal Requirements

- *Managed Services Subcontractor Letters
- Managed Services Offeror Capability, Capacity, and Experience for Managed Services
- Managed Services Key Personnel
- Managed Services Assumptions
- Managed Services Technical Requirements
- Managed Services Statement of Work Solution
- Managed Services Transition Services
 - Transition Services Work Plan,
 - *Transition Services Project Schedule
 - Transition Services Staffing & Time Commitment
 - Transition Services Support Requirements
- Managed Services Steady State Operations and Maintenance Services
 - Steady State Operations and Maintenance Services Service Delivery Plan
 - Steady State Operations and Maintenance Services Staffing & Time Commitment
 - Steady State Operations and Maintenance Services Service Level Requirements

- Steady State Operations and Maintenance Services Support Requirements

Shared Services Implementation Proposal Requirements

*Shared Services Subcontractor Letters

Shared Services Offeror Capability, Capacity, and Experience for Shared Services

Shared Services Key Personnel Experience

Shared Services Implementation Statement of Work Solution

- Shared Services Implementation Work Plan,
- *Shared Services Implementation Project Schedule
- Shared Services Implementation Staffing & Time Commitment

Shared Services Implementation Service Level Requirements

Shared Services Implementation Support Requirements

Shared Services Implementation Pre-existing Materials

Shared Services Implementation Commercial Materials

Shared Services Implementation Terms for Commercial Materials

Ongoing Project Services Proposal Requirements

Ongoing Project Services SOW, Service Level Requirements and Rate Card

Ongoing Project Services Assumptions

***Cost Summary (Submitted Separately)**

* denotes a section excluded from the 400-page limit.

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contracts. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>. **This section is excluded from the page number limit.**

Offeror Certifications. The offeror must complete Attachment 6, Offeror Certification Form. **This section is excluded from the page number limit.**

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. **This section is excluded from the page number limit.**

Payment Address. The offeror must give the address to which the State should send payments under the Contract. **This section is excluded from the page number limit.**

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract. **This section is excluded from the page number limit.**

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. **This section is excluded from the page number limit.**

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>. **This section is excluded from the page number limit.**

Offeror Profile. Each Proposal must include a high-level description of the offeror's organization. The description should include the date the offeror was established, its leadership, number of employees, and number of employees the offeror will engage in tasks directly related to the Project. The offeror must describe in detail how it proposes to meet the requirements described in Section 4 of Supplement Two of this RFP. The offeror must provide a written narrative that demonstrates the offeror's approach, experience or other requested information. **This section is included in the page number limit.**

Offeror Mandatory Requirements Profile Forms. This RFP includes Profile Summary Forms for the Offeror Mandatory Requirements as an attachment. The offeror must use this form and fill it out completely to provide the required information. **This section is excluded from the page number limit.**

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

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

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

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

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

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

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.

Overall/General Assumptions. The offeror must list all the general, overreaching assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. Any assumptions regarding negotiation, terms and conditions, or requirements must be submitted during the inquiry period. **This section is included in the page number limit.**

Overall Program Governance Requirements. The offeror must describe in detail how it proposes to meet the requirements described in Section 7 of Supplement Two of this RFP. The offeror must provide a written narrative that demonstrates the offeror's compliance or rationale for non-compliance. **This section is included in the page number limit.**

Response Crosswalk. The offeror must include a completed "Response Crosswalk" with their response to the RFP. This crosswalk includes each of the sections of the RFP Supplement Two for which a response is required. The offeror must mark with an "X" their degree of compliance with the various requirements and responsibilities outlined in Supplement Two of the RFP. The degrees of compliance are described as follows:

- **Comply with Improvement:** An "X" marked in the **Comply with Improvement** column indicates that the offeror fully complies with all the requirements and responsibilities of this section (and all subordinate sub-sections) of Supplement Two and that the offeror has included in their response to this section (and/or all subordinate sub-sections) additional requirements and responsibilities that offeror believes to be in the best interest of the State and in keeping with industry best practices.
- **Comply:** An "X" marked in the **Comply** column indicates that the offeror fully complies with all the requirements and responsibilities of this section (and all subordinate sub-sections) of Supplement Two.

- **Comply with Exception:** An "X" marked in the Comply with Exception column indicates that the offeror partially complies with the requirements and responsibilities of this section (and all subordinate sub-sections) of Supplement Two.
- **Do Not Comply:** An "X" marked in the Do Not Comply column indicates non-compliance with or non-acceptance of the requirements and responsibilities as required by the State.

The offeror must provide additional rationale or explanation for any section of the RFP where they have responded with either **Comply with Improvement**, **Comply with Exception**, or **Do Not Comply**. The rationale included in the Response Crosswalk must indicate the section/attachment/page number where the offeror's response is clarified.

Note: Sections not marked by the offeror will be assumed to be **Do Not Comply** as the default offeror response by the State.

Those sections where the offeror marks an "X" in the **Comply** column, do not require additional explanation.

For sections where the State has provided information to inform the offeror's proposal, the offeror should mark an "X" in the **Comply** column to indicate that this section was read and understood. Any requirements or responsibilities in a section the offeror has marked with **Comply** will be included in the final Contract, even if the majority or vast majority of the section is provided for informational purposes.

The Response Crosswalk must be provided to the State as part of the RFP response in Microsoft Excel format. For convenience, the State has included an edit routine to ensure valid responses are provided to the Response Crosswalk. **This section is excluded from the page number limit.**

MANAGED SERVICES PROPOSAL REQUIREMENTS

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

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

This section is excluded from the page number limit.

Managed Services Offeror Capability, Capacity, and Experience. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include background information that will help the State gauge the ability of the offeror to fulfill the Managed Services obligations of the Contract.

This section of the proposal must clearly demonstrate that the offeror has significant experience providing Managed Services that include day-to-day operations of large scale enterprise ERP applications including IT/Infrastructure/hosting, application administration, reporting, and support, as well as minor system enhancements and upgrades.

Offeror must also provide detailed narrative describing the offeror's knowledge, familiarity and experience providing PeopleSoft Managed Services for large governmental entities, Fortune 200 companies, or a similarly sized not-for-profit organization. The client contracts referenced within the offeror's proposal should be similar in size, scope and complexity as the services being requested as part of this RFP. The

offeror must clearly describe how each project referenced within their proposal is similar in size, scope, complexity or nature.

The proposal must also specifically address the offeror's experience with providing application, development and maintenance for PeopleSoft Software. Offeror's may also include any experience with PeopleSoft ERP software that it believes is relevant to demonstrating its capabilities to perform the work required by this RFP. When providing detailed descriptive narrative to demonstrate ERP experience for PeopleSoft Managed Services, the offeror must identify both the version of the software and the modules implemented, managed or supported by the offeror.

The proposal must also specifically address the offeror's experience with providing technical hardware and software infrastructure and production operations hosting as a Managed Service for similarly sized clients. Offeror's should also include any experience providing Managed Services involving hardware and software infrastructure components identical or similar to those described in Section 6.0 of Supplement Two that it believes is relevant to demonstrating its capabilities to perform the work required by this RFP. When providing detailed descriptive narrative to demonstrate experience for hardware and software infrastructure components, the offeror must identify both the version of the software and the modules implemented or the manufacturer and model number for hardware installed, managed or supported by the offeror.

All narrative information provided to demonstrate the offeror's experience with Managed Services must include sufficient detail for the evaluation team to understand the size, scope and complexity of each project referenced. The evaluation team must also have a clear understanding of the beginning and ending dates of each project. The offeror must identify each project by providing the name of the project and the name of the client company. The actual name of the client company must be provided within the proposal response. Using a general description of the client, such as "Large Manufacturing Organization", is not acceptable.

In addition to the information requested above, the offeror must provide references for at least three entities for which they have performed these services in the past 36 months. Offeror's must provide the project name, client's name, client contact information (name, phone number, email address, company name, etc.). Offerors are advised to confirm that the client contact can be reached by using the client contact information provided in their proposal. To prevent delays during the evaluation process resulting from the State being unable to reach a reference contact, it is important that reference contacts are responsive to the State's contact efforts. The offerors should also consider informing their references that they may be contacted by the State of Ohio as part of the reference checking process. Offeror's should also consider including an alternate client reference contact. **This section is included in the page number limit.**

Managed Services Key Personnel Experience. This section of the offeror's proposal must identify all key personnel who will provide services as part of the resulting Contract. The State has identified the Key Personnel for Managed Services in Section 7.5 of Supplement Two. The State expects that the proposed named key personnel will be available as proposed to work on the project. Resumes must be provided for all key team members. Resumes may be included as part of an attachment to the offeror's proposal. Resumes are not required to be embedded within this section of the proposal. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume of the proposed key personnel must include:

- Person's Name
- Proposed role on this Project
- Listings of competed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email

address, company name, etc...), project title, project description, and a detailed description of the person's role/responsibility on the project.

- Education
- Professional Licenses/Certifications/Memberships
- Employment History

In addition to providing a resume, the offeror must indicate the role and responsibility of each proposed key team member and provide a detailed narrative highlighting why the proposed key team member possesses the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project.

The State recognizes that additional staff beyond the proposed key personnel will be assigned to work on the project. For these resources, the offeror must provide a narrative description of typical qualifications, training, education and experience of the caliber of resources that will be assigned for each classification/title expected to be used on the Project. Sample resumes or representative resumes may be submitted in addition to the requested narrative information. **This section is included in the page number limit.**

Managed Services Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. Any assumptions regarding negotiation, terms and conditions, or requirements must be submitted during the inquiry period. **This section is included in the page number limit.**

Managed Services Technical Requirements. The offeror must provide a detailed description of its proposed solution to meet or exceed the functional and technical requirements described in Section 5 and Section 6 of Supplement Two contained within this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements. The State expects offerors to specifically address each section and subsection of Sections 5 and 6 as part of their response to this proposal requirement.

The offeror must identify all proposed equipment and software needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify and propose any hardware and software products required for a fully operational solution that is not otherwise specified in this RFP.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given. **This section is included in the page number limit.**

Managed Services Statement of Work Proposed Solution. The State views the Statement of Work described in Section 8 of Supplement Two as consisting of two primary phases. These phases are (1) Transition Services and (2) Steady State Operations and Maintenance Services. As a result of this viewpoint, offerors are being asked to address each phase independently within this section of their proposal response. To facilitate this approach, the proposal content requirements are structured in the following manner. **This section is included in the page number limit.**

Managed Services Transition Services. Offerors are required to submit three (3) documents as part of this section of their proposal: a narrative project work plan, a schedule in Microsoft® Project and a Staffing Plan & time commitment. The narrative project work plan, project schedule and Staffing Plan are to be consistent and complementary. References from one document must be easily located and match information provided in the others. The offeror's Transition Services work plan must provide detailed narrative addressing all requirements and responsibilities contained in Section 8 of Supplement Two that

are applicable to responsibilities, tasks and activities necessary to complete the Transition Services. Transition Services responsibilities, tasks and activities are primarily contained within Section 8.3 of Supplement Two. However, because Technology Update and Refresh Services may also be necessary to successfully complete transition activities, offerors should also address Section 8.4 of Supplement Two as it relates to Transition Services within this section of their proposal. Offerors should review Section 8 in its entirety to ensure that, based upon their experience, methodology, approach and industry best practices, additional tasks and activities required to successfully complete transition to their organization have not been omitted. In addition to the proposal content required below, this section of the offeror's proposal should include any proposal content items requested within the applicable portions of Section 8 of Supplement Two. **With the exception of the proposed Transition Services Project Schedule, this section is included in the page number limit.**

Transition Project Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the offeror must do to get the Project done well. In addition to describing the tasks and activities proposed to be performed by the offeror to complete the scope of work, this section of the offeror's proposal must contain detailed narrative describing the offeror's proposed solution. This narrative should contain specific information describing how its proposed solution meets or exceeds the functional and technical requirements described in this RFP.

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must submit for this section of the proposal a narrative project work plan describing the work steps (tasks), which are consistent with their proposed methodology, to effectively plan, organize, control and manage the transition process. This description must be sufficiently detailed to describe to the State the offeror's knowledge and understanding of the Project. The applicable sections of Section 8 of Supplement Two must be referenced in the offeror's approach showing how all work activities and responsibilities will be completed. The approach may also define other activities or tasks not listed in Sections 8 of Supplement Two but deemed necessary by the offeror. In the event that additional activities or tasks are included, describe in detail why these activities or tasks are being recommended.

Offerors are required to create a work plan to demonstrate the level of understanding of the project, and scope of work.

The Project Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

The offeror must make the Project Work Plan as complete and detailed as possible by including at least the following:

- Description of the Project management approach and proposed methodology;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- A description of the proposed deliverables for the Project. The offeror must provide an explanation of how each proposed deliverable maps to any deliverables described in the applicable areas of Section 8 of Supplement Two. An annotated outline for each proposed

deliverable must itemize all topics to be covered and included in the deliverable or plan. A brief paragraph description must be provided for each item in an outline in order to create an annotated outline as required by the State for the associated deliverable. The comparative evaluation of the annotated outlines provided by offerors will be considered as part of the evaluation committee's assessment of completeness and conciseness of the annotated outline, including the brief paragraph descriptions.

- Work breakdown structure as a baseline scope document that includes Project elements for the Project. The work breakdown structures for the project must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structures also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum all necessary elements to successfully deliver Transition Service and Technology Updates and Refresh, as applicable;
- In addition to a description of the proposed deliverables and the work breakdown structure required above, the offeror must describe its proposed solution and detail how its proposed solution meets or exceeds the functional and technical requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements. All specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in a higher ranking during the evaluation process.
- Assumptions used in developing solutions.
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Key or required staff and their expected effort;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

Additionally, the work plan must clearly identify State support required for all tasks. **This section is included in the page number limit.**

Transition Services Project Schedule. The offeror is responsible for proposing a project schedule between 5 and 7 months in duration, from Contract Award to full completion of Transition Services (i.e. Turn-over to Steady State Run Services and Maintenance Services). If the offeror proposes a different schedule, explanation must be provided to clarify why more or less time is anticipated. The actual start date will be determined upon Contract Award; offerors must use January 5, 2009 as the starting date for the proposed schedule. The schedule must clearly indicate milestones and the duration for each project task and subtask, define work steps identified in the narrative and provide dates when all the deliverables will be completed. The project schedule will require revisions and updates as part of the project planning task after contract award and throughout the project lifecycle.

The offeror must provide a Detailed Project schedule for all Project Deliverables and milestones as a Microsoft® Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when

all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;

When preparing the proposed project schedule, offerors must allow a minimum of ten (10) business days for review by the State staff for all deliverables and a minimum of fifteen (15) business days for a system design description, unless otherwise mutually agreed upon.

The offeror's proposal must also contain the Project schedule in Microsoft® Project format provided in both hardcopy and electronic forms. **This section is included in the page number limit.**

Transition Services Staffing Plan & Time Commitment. The offeror must provide a Staffing Plan that identifies all the personnel by position that the offeror proposes and that are required to complete Transition Services. The Staffing Plan must show each individual's responsibilities on the Project. The State also requires a Staffing Plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the this portion of the Project.

The offeror must submit a team organization chart that clearly defines reporting relationships within the project team delivering Transition Services. The offeror must provide descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart.

In addition, the offeror must provide a narrative that identifies and discusses staff redundancy, staff replacement, backup personnel and ability to perform their assigned task. A contingency plan that demonstrates the offeror's ability to add more staff if needed to ensure meeting the Project's due date(s) should be provided.

The Staffing Plan must also indicate the number of hours for each proposed key staff member and the number of resources not specifically named within the proposal and their number of hours to be worked on the Project. Key staff members should be identified by name and title/classification. Resources not specifically named within the proposal should be identified by title/classification.

The offeror must submit a statement and a chart that clearly indicate the time commitment of the offeror's proposed key personnel for this Project during each phase of the Project. The offeror also must include a statement indicating to what extent, if any, the key personnel may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

The offeror must indicate the maximum number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace. **This section is included in the page number limit.**

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

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

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

offeror's Proposal, if the State is unwilling or unable to meet the requirements. **This section is included in the page number limit.**

Managed Services Steady State Operations and Maintenance Services. Offerors are required to submit two (2) documents as part of this section of their proposal: a narrative Service Delivery Plan and a Staffing Plan & Time Commitment. The narrative Service Delivery Plan and Staffing Plan & Time Commitment are to be consistent and complementary. References from one document must be easily located and match information provided in the others. **This section is included in the page number limit.**

Steady State Operations and Maintenance Services Service Delivery Plan. The offeror must provide a detailed narrative addressing all requirements and responsibilities contained in Section 8 of Supplement Two that are applicable to responsibilities, tasks and activities necessary to perform Steady State Operations and Maintenance Services. Steady State Operations and Maintenance Services responsibilities, tasks and activities are primarily contained within Sections 8.5 – 8.12 of Supplement Two. However, because Technology Update and Refresh Services may also be necessary during the term of the Contract, offerors should also address Section 8.4 of Supplement Two as it relates to Steady State Operations and Maintenance Services within this section of their proposal. Offerors should review Section 8 in its entirety to ensure that based upon their experience, methodology, approach and industry best practices that additional tasks and activities required to successfully deliver Steady State Operations and Maintenance Services within their organization have not been omitted. In addition to the proposal content required below, this section of the offeror's proposal should include any proposal content items requested within the applicable portions of Section 8 of Supplement Two. **This section is included in the page number limit.**

Steady State Operations and Maintenance Services Staffing Plan & Time Commitment. The offeror must provide a Staffing Plan that identifies all positions and roles that the offeror proposes to deliver Steady State Operations and Maintenance Services. The staffing plan must show each position's role and responsibilities on the Project. The State also requires a staffing plan that matches positions and roles to the activities and tasks that will be performed during this portion of the Contract.

The offeror must submit a team organization chart that clearly defines reporting relationships within the project team delivering Steady State Operations and Maintenance Services. The offeror must provide descriptive narrative indicating the role and responsibility of each functional group or entity identified on the organization chart.

In addition, the offeror must provide a narrative that identifies and discusses staff redundancy, staff replacement, backup personnel and ability to perform their assigned task. A contingency plan that demonstrates the offeror's ability to add more staff if needed to ensure meeting the Service Level Requirements should be provided. **This section is included in the page number limit.**

Steady State Operations and Maintenance Services Service Level Requirements. The offeror must describe its methodology, plan and approach to ensuring that Managed Services Service Level Requirements contained in Section 9 of Supplement Two are met or exceeded by the offeror during the delivery of Steady State Operations and Maintenance Services. The State expects offerors to specifically address each section and subsection of Section 9 as part of their response to this proposal requirement. **This section is included in the page number limit.**

Steady State Operations and Maintenance Services Support Requirements. The offeror must describe the support it expects from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;

- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

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

SHARED SERVICES IMPLEMENTATION PROPOSAL REQUIREMENTS

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

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

This section is included in the page number limit.

Shared Services Implementation Offeror Capability, Capacity, and Experience. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include background information that will help the State gauge the ability of the offeror to fulfill the Shared Services Implementation obligations of the Contract.

This section of the proposal must clearly demonstrate that the offeror has significant experience providing Shared Services Implementation services that includes the build phase of a shared services center and roll-out of PeopleSoft ERP software functionality.

Offeror must also provide detailed narrative describing the offeror's knowledge, familiarity and experience providing PeopleSoft Shared Service Center Implementation for large governmental entities, Fortune 200 companies, or a similarly sized not-for-profit organization. The client contracts referenced within the offeror's proposal should be similar in size, scope and complexity as the services being requested as part of this RFP. The offeror must clearly describe how each project referenced within their proposal is similar in size, scope, complexity or nature.

The proposal must also specifically address the offeror's experience with providing Shared Service Center Implementation involving PeopleSoft ERP software in conjunction with implementing or managing the implementation of enabling technologies such as imaging, telephony (ISD, ACD, CTI, etc...). Offeror's may also include any experience with PeopleSoft ERP software and enabling technologies that it believes is relevant to demonstrating its capabilities to perform the work required by this RFP. Offerors should also describe any experience they may have developing key performance indicators and service level agreements between the shared service center and its customers. When providing detailed descriptive narrative to demonstrate experience implementing Shared Services involving PeopleSoft ERP software, the offeror must identify both the version of the software and the modules implemented, managed or supported by the offeror. Offerors should also provide a detailed description of any enabling technologies managed or implemented by the offeror.

The proposal must also specifically address the offeror's experience with providing change management services associated with the implementation of a Shared Services Center for similarly sized clients.

Offeror's should also include a detailed description of any experience delivering communications and training, assessing organization readiness and developing change governance models, chargeback models and performance management systems (SLAs, KPIs and other performance metrics) that it believes is relevant to demonstrating its capabilities to perform the work required by this RFP.

All narrative information provided to demonstrate the offeror's experience with Shared Services Implementation and related tasks must include sufficient detail for the evaluation team to understand the size, scope and complexity of each project referenced. The evaluation team must also have a clear understanding of the beginning and ending dates of each project. The offeror must identify each project by providing the name of the project and the name of the client company. The actual name of the client company must be provided within the proposal response. Using a general description of the client, such as "Large Manufacturing Organization", is not acceptable.

In addition to the information requested above, the offeror must provide references for at least three entities for which they have performed these services in the past 36 months. Offeror's must provide the project name, client's name, client contact information (name, phone number, email address, company name, etc...). Offerors are advised to confirm that the client contact can be reached by using the client contact information provided in their proposal. To prevent delays during the evaluation process resulting from the State being unable to reach a reference contact, it is important that reference contacts are responsive to the State's contact efforts. The offerors should also consider informing their references that they may be contacted by the State of Ohio as part of the reference checking process. Offeror's should also consider including an alternate client reference contact. **This section is included in the page number limit.**

Shared Services Implementation Key Personnel Experience. This section of the offeror's proposal must identify all key personnel who will provide services as part of the resulting Contract. The State has identified the key personnel for Shared Services in Section 7.5 of Supplement Two. The State expects that the proposed named key personnel will be available as proposed to work on the project. Resumes must be provided for all key personnel. Resumes may be included as part of an attachment to the offeror's proposal. Resumes are not required to be embedded within this section of the proposal. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume of the proposed key personnel must include:

- Person's Name
- Proposed role on this Project
- Listings of competed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email address, company name, etc...), project title, project description, and a detailed description of the person's role/responsibility on the project.
- Education
- Professional Licenses/Certifications/Memberships
- Employment History

In addition to providing a resume, the offeror must indicate the role and responsibility of each proposed key team member and provide a detailed narrative highlighting why the proposed key team member possesses the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project.

The State recognizes that additional staff beyond the proposed key personnel will be assigned to work on the project. For these resources, the offeror must provide a narrative description of typical qualifications, training, education and experience of the caliber of resources that will be assigned for each classification/title expected to be used on the Project. Sample resumes or representative resumes may

be submitted in addition to the requested narrative information. **This section is included in the page number limit.**

Shared Services Implementation Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. Any assumptions regarding negotiation, terms and conditions, or requirements must be submitted during the inquiry period. **This section is included in the page number limit.**

Shared Services Implementation Statement of Work Solution. Offerors are required to submit three (3) documents as part of this section of their proposal: a narrative project work plan, a schedule in Microsoft® Project and a staffing plan & time commitment. The narrative project work plan, project schedule and staffing plan are to be consistent and complementary. References from one document must be easily located and match information provided in the others. The offeror's work plan must provide detailed narrative addressing all requirements and responsibilities contained in Sections 10 of Supplement Two. In addition to the proposal content required below, this section of the offeror's proposal should include any proposal content items requested within Sections 10 of Supplement Two. **With the exception of the proposed Shared Services Implementation Project Schedule, this section is included in the page number limit.**

Shared Services Implementation Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the offeror must do to get the Project done well. In addition to describing the tasks and activities proposed to be performed by the offeror to complete the scope of work, this section of the offeror's proposal must contain detailed narrative describing the offeror's proposed solution. This narrative should contain specific information describing how its proposed solution meets or exceeds the functional and technical requirements described in this RFP.

The State seeks insightful responses that describe proven, state-of-the-art lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must submit for this section of the proposal a narrative project work plan describing the work steps (tasks), which are consistent with the proposed system development methodology, to effectively plan, organize, control and manage this project. This description must be sufficiently detailed to describe to the State the offeror's knowledge and understanding of the Project. Section 10 of Supplement Two must be referenced in the offeror's approach showing how all work activities and responsibilities will be completed. The approach may also define other activities or tasks not listed in Section 10 of Supplement Two but deemed necessary by the offeror. In the event that additional activities or tasks are included, describe in detail why these activities or tasks are being recommended.

Offerors are required to create a work plan to demonstrate the level of understanding of the type of project, and scope of work.

The Project Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

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

The offeror must make the Project Work Plan as complete and detailed as possible by including at least the following:

- Description of the Project management approach and proposed methodology;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- A description of the proposed deliverables for the Project. The offeror must provide an explanation of how each proposed deliverable maps to the deliverables described in Section 10 of Supplement Two. An annotated outline for each proposed deliverable must itemize all topics to be covered and included in the deliverable or plan. A brief paragraph description must be provided for each item in an outline in order to create an annotated outline as required by the State for the associated deliverable. The comparative evaluation of the annotated outlines provided by offerors will be considered as part of the evaluation committee's assessment of completeness and conciseness of the annotated outline, including the brief paragraph descriptions.
- Work breakdown structure as a baseline scope document that includes Project elements for the Project. The work breakdown structures for the project must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structures also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, Project Management, Technology/Finance and Change Management task areas described in Section 10 of Supplement Two;
- In addition to a description of the proposed deliverables and the work breakdown structure required above, the offeror must describe its proposed solution and detail how its proposed solution meets or exceeds the functional and technical requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements;
- Assumptions used in developing solutions;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

Additionally, the work plan must clearly identify State support required for all tasks. **This section is included in the page number limit.**

Shared Services Implementation Project Schedule. The offeror is responsible for proposing a project schedule to allow a go-live date for Wave 1 of July 1, 2009. If the offeror proposes a different schedule, explanation must be provided to clarify why more or less time is anticipated. The actual start date will be determined upon Contract Award; offerors must use January 5, 2009 as the starting date for the proposed schedule. The schedule must clearly indicate milestones and the duration for each project task and subtask, define work steps identified in the narrative and provide dates when all the deliverables will be completed. The project schedule will require revisions and updates as part of the project planning task after contract award and throughout the project lifecycle.

The offeror must provide a Detailed Project schedule for all Project Deliverables and milestones as a Microsoft® Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the

Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;

When preparing the proposed project schedule, offerors must allow a minimum of ten (10) business days for review by the State staff for all deliverables and a minimum of fifteen (15) business days for a system design description, unless otherwise mutually agreed upon.

The offeror's proposal must also contain the Project schedule in Microsoft® Project format provided in both hardcopy and electronic forms. **This section is included in the page number limit.**

Shared Services Implementation Staffing Plan & Time Commitment. The offeror must provide a Staffing Plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The Staffing Plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project.

The offeror must submit a team organization chart that clearly defines reporting relationships within the project team. The offeror must provide descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart.

In addition, the offeror must provide a narrative that identifies and discusses staff redundancy, staff replacement, backup personnel and ability to perform their assigned task. A contingency plan that demonstrates the offeror's ability to add more staff if needed to ensure meeting the Project's due date(s) should be provided.

The Staffing Plan must also indicate the number of hours for each proposed key personnel and the number of resources not specifically named within the proposal and their number of hours to be worked on the Project. Key personnel should be identified by name and title/classification. Resources not specifically named within the proposal should be identified by title/classification.

The State may reject any Proposal that commits the proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

The offeror must indicate the maximum number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace. **This section is included in the page number limit.**

Shared Services Implementation Service Level Requirements. The offeror must describe its methodology, plan and approach to ensuring that Service Level Requirements contained in Section 11 of Supplement Two are met or exceeded by the offeror during the delivery of Shared Services Implementation. The State expects offerors to specifically address each section and subsection of Section 11 as part of their response to this proposal requirement. **This section is included in the page number limit.**

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

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

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

Shared Services Implementation Pre-existing Materials. The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project. **This section is included in the page number limit.**

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

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

ONGOING PROJECT SERVICES PROPOSAL REQUIREMENTS

Ongoing Project Services SOW, Service Level Requirements and Rate Card. The offeror must provide detailed narrative addressing all requirements and responsibilities contained in Sections 12 and 13 of Supplement Two. Additionally, the offeror must provide its most competitive rates for the positions identified on the Rate Card in the Cost Summary. The proposed Rate Card will be evaluated as a factor within the scoring process for Ongoing Project Services. **This section is included in the page number limit.**

Ongoing Project Services Assumptions. The offeror must list all the assumptions the offeror made in preparing the response for Ongoing Project Services. If any assumption is unacceptable to the State, the State may reject the Proposal. Any assumptions regarding negotiation, terms and conditions, or requirements must be submitted during the inquiry period. **This section is included in the page number limit.**

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately

sealed. (See: Part Three: General Instructions, Proposal Submittal.) **This section is excluded from the page number limit.**

The Cost Summary Includes four (4) sections that must be completed by all offerors:

Section 1: Pricing Summary: Managed Services

This section outlines costs required to complete the Managed Services Statement of work and is inclusive of vendor provided infrastructure elements, transition services, major PeopleSoft upgrades (as a priced element), ongoing Managed Services fees (exclusive of SLA credits), a schedule of fees associated with Termination considerations. Where costed elements do not apply or have not been captured by this form, offerors are to indicate the costs in the respective category "other" as provided by the form and indicate the detail and rationale for these costs. To the extent possible, offerors are to indicate during which contract year the cost is anticipated. For completeness, "year 0" charges include any up-front or initial costs. Years 1 through 5 include costs incurred during the first through fifth year of the agreement, using the contract execution date anniversary as the starting point for each year.

Section 2: Pricing Summary: Shared Services Build and Implementation Project

This section outlines costs required to complete the Shared Services Build and Implementation Statement of work and is inclusive of vendor provided PMO, Technology, Finance, Change Management and Production Migration/Post Implementation costs. Where costed elements do not apply or have not been captured by this form, offerors are to indicate the costs in the respective category "other" as provided by the form and indicate the detail and rationale for these costs. To the extent possible, offerors are to indicate during which contract year the cost is anticipated. For completeness, "year 0" charges include any up-front or initial costs. Years 1 through 5 include costs incurred during the first through fifth year of the agreement, using the contract execution date anniversary as the starting point for each year.

Section 3: Pricing Summary: Project Services (General) Ongoing Rate Card at Various Commitment and State Spending Levels

This section outlines offeror pricing for future pricing based on committed resource levels over time and/or State spending levels with the offeror under a defined statement of work for future projects. Offeror costing must be in consideration of the specified Service Levels and Statement of Work Framework contained in the RFP and must be reflective of Project and/or Technical resource roles as contained in the form.

Section 4: Combined Pricing Synergies

This section outlines committed offeror pricing synergies, where in the offeror's view that a combined award of Managed Services, Shared Services Implementation and Ongoing Project services the offeror can provide pricing synergies to the State. Where possible the form has been designed to capture impact categories that could result in costing or pricing synergies to the State as a result of reduced overheads, personnel or resource synergies, administrative or process considerations as well as technological synergies associated with the performance of the elements of work described in the overall RFP. To the extent possible, offerors are to indicate during which contract year the cost synergies are anticipated. For completeness, "year 0" charges include any up-front or initial costs. Years 1 through 5 include costs incurred during the first through fifth year of the agreement, using the contract execution date anniversary as the starting point for each year.

In the event of a partial award (i.e., award of the Managed Services or Shared Services Implementation to an offeror) the respective pricing response will be applicable to the respective Statement of Work. In the event of a single offeror being chosen for both elements of work, notwithstanding any award timing considerations, the pricing – less "synergy" cost offsets, will be applicable to the total pricing as provided by the offeror.

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

The offeror's total cost for all the Work must be represented as the not-to-exceed fixed price.
All offeror Proposed costs must be contained in the provided form without alteration to protected calculation fields, summaries and totals.

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

Attachment Four, General Terms and Conditions and Section 7 of Supplement Two apply to all Work to be provided under this Contract. Sections 8 and 9 of Supplement Two contain additional terms and conditions for the Managed Services portion of the Work. Sections 10 and 11 of Supplement Two contain additional terms and conditions for the Shared Services Implementation portion of the Work.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2009. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

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

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

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

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

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

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

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

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

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

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents. 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. Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the contractor's expense. Any reimbursable expenses will require the advance written approval of the State. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

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

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

The State consent under paragraph (a) above is not required with respect to (i) Contractor Affiliates; (ii) subcontractors that provide services customarily purchased from Third Party Contractors such as facilities maintenance, equipment maintenance, administrative services, and other ancillary services; (iii) subcontractors located at Contractor off-site solution center who provide contract labor and not subcontracted services, provided that the use of such contract labor does not exceed ten percent (10%) of the total number of Contractor personnel located at such center that are dedicated to serving the State.

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

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

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

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

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records

and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

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

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

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

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

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

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

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

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

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default

under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

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

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

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

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

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

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

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

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

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

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

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

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

The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change Request. As soon as practicable and to the extent applicable, Contractor will prepare and deliver to the State Account Representative a written response describing any changes in methodology, procedures, prioritization, products, services, assignment of personnel and other resources that Contractor believes would be required to affect the contract change. In addition, such response will include, as appropriate or applicable, (i) an estimation of the net increase or decrease in the pricing that would be required, (ii) the categories of costs to be avoided as a result of such contract change, (iii) a description of how the proposed contract change would be implemented, (iv) a description of the effect, if any, such contract change would have on this Scope of Work, including, without limitation, on Service Levels, (v) an estimation of all resources and the State incurred costs required to implement such contract change, including a description of the delivery risks and associated risk mitigation plans, and (vi) such other information as may be relevant to the proposed contract change. The Contractor Account Representative and the State Account Representative will meet to determine whether to proceed with the proposed Contract change.

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

complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

Limitation of Liability. For Managed Services, the maximum amount of direct damages the Contractor may be liable for shall not exceed the total amount of the contract price agreed to by the State and the Contractor as follows: Three times the total amount of the contract price for the term ending June 30, 2011; two and one half times the total amount of the contract price for the term ending June 30, 2012; two times the total amount of the contract price for the term ending June 30, 2013; one and one half times the total amount of the contract price for the term ending June 30, 2014; one time the total amount of the contract price for the term ending June 30, 2015 of the Contract. The limitations in this paragraph do not

apply to any obligation of the Contractor to indemnify the State, or to any obligation of the Contractor to protect the confidential information of the State.

For Shared Services, the maximum amount of direct damages the Contractor may be liable for shall not exceed two times the total amount of the applicable Statement of Work under which the State incurred liability. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State, or to any obligation of the Contractor to protect the confidential information of the State.

For Project Services, the maximum amount of direct damages the Contractor may be liable for shall not exceed two times the total amount of the applicable Statement of Work under which the State incurred liability. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State, or to any obligation of the Contractor to protect the confidential information of the State.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Acceptance. If the RFP Documents do not provide otherwise, and in keeping with the defined SDLC, the acceptance procedure will be a review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 10 calendar days to do this or as agreed to maintain the overall project schedule. A formal letter of acceptance will be issued. Passage of 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 10 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 10 day period, the Work Representative will issue the acceptance letter within 10 calendar days.

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

PART SEVEN: LAW AND COURTS

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

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

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

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

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

Declaration Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

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. Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department web site: <http://www.das.ohio.gov/Eod/AEEEO.htm>

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

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE
OFFICE OF BUDGET AND MANAGEMENT AND THE DEPARTMENT OF
ADMINISTRATIVE SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1049, entitled **PeopleSoft Services/Project Services**, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Office of Budget and Management and the Department of Administrative Services and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders or other written payment obligations and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO

SAMPLE – DO NOT FILL OUT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT SIX

OFFEROR CERTIFICATION FORM

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two and Supplement Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two and Supplement 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 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.

7. The offeror certifies that it has not proposed to staff any position (Key Personnel or otherwise) associated with this Contract with offshore personnel. The offeror also certifies that, if awarded a Contract, it will not staff any position with offshore personnel.

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

OFFEROR MANDATORY REQUIREMENTS

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience:	Ending Date of Experience:
	Month/Year	Month/Year
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

OFFEROR MANDATORY REQUIREMENTS CONTINUED

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience:	Ending Date of Experience:
	Month/Year	Month/Year
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

OFFEROR MANDATORY REQUIREMENTS CONTINUED

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience:	Ending Date of Experience:
	Month/Year	Month/Year
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

OFFEROR MANDATORY REQUIREMENTS CONTINUED

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience:	Ending Date of Experience:
	Month/Year	Month/Year
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

OFFEROR MANDATORY REQUIREMENTS CONTINUED

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Work Name:	Beginning Date of Experience:	Ending Date of Experience:
	Month/Year	Month/Year
List Related Service Provided:		
Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:		

ATTACHMENT EIGHT

INTENT TO RESPOND

PeopleSoft Services/Project Services RFP

Due Date: October 9, 2008

Given the overall importance of this RFP to the State, and in consideration of the overall scope of services, the State wishes to gauge market interest in responding to this RFP, as well as to align the State's planning and staffing around the subsequent evaluation of Proposals, the State is requesting that prospective offerors provide an indication of their intent to respond to this RFP.

The State acknowledges that a more careful consideration of the timeline and scope of the RFP, particularly in consideration of prospective offeror capabilities, capacity, strengths and other merits, may be required to decide whether or not to prepare and submit a Proposal. In acknowledging and understanding these considerations, completed Intent to Respond forms will be non-binding, revocable and otherwise subject to change by the prospective offeror.

An offeror's indication to respond will not be considered as part of the overall evaluation of Proposals in either a positive or negative connotation, particularly upon subsequent change of intent due to reconsideration by any prospective offeror for this RFP or any other RFP or sourcing activity the State may conduct in the future.

Name of Firm	
Contact Name	
Title	
Mailing Address	
Office Phone Number	
Cell Phone Number	
Fax Number	
Email Address	
Does Firm Intend to Respond? (yes or no)	

Submit all **Intent to Respond** forms to **OIT.ITCHPURCH.ADMIN@OIT.OHIO.GOV** by October 9, 2008. Any questions regarding the **Intent to Respond** must be submitted through the inquiry process described in Part 3 of the RFP.

ATTACHMENT NINE
SYSTEM DEVELOPMENT LIFE CYCLE (SDLC)

State of Ohio RFP - SDLC Deliverable and Signoff Requirements

Offerors are to ensure that the following SDLC elements are included with proposed offeror-Specific SDLC or provisions are made in the offeror SDLC to include these elements as a minimum set of requirements in all system development efforts performed for the State under a defined Statement of Work.

Full SDLC Compliance Matrix, by Phase/Gate						
<i>Project Phase Deliverables</i>						
Phase	Feasibility		Analyze		Design	
	Plan	Functional Requirements	Technical Analysis		Technical	
Impact Area ↓	Prioritize				Construct	
Project Governance	- Establish Steering Committee / Oversight - Project Charter - Summary Project Plan - Key Milestones - Key Deliverables	- Impact Analysis - Refined Project Plan - Implementation Strategy - Internal/External Project Dependencies - Detailed Project Plan - Detailed Resource Plan	- Final Project Plan - Final Cost/Time Estimate - Next Phase Schedule - Final Impact Analysis - Final Project Plan - Final Cost/Time Estimate - Committed Project Plan - Next Phase Schedule		- Test Plan - Final Processes - Test Analysis Report - Q/A Metrics - Development Plan - Final Processes - Test Analysis Report	
					- System Test Results - Integration Test Results - UAT Results	
Information Technology	- High Level Project Plan - Cost/Time Analysis (ROM)	-	-		- Code - Documentation - Version / Release Document - Installation Guide - Q/A Metrics	
					- Release Checklist - Contingency / Continuity Plan - Operational Procedures - Job/Control Schedule - SLA Parameters	
Process Business Owner Impacts	- Detailed Cost/Time Analysis - Phase Schedule	- Impact Analysis - Committed Project Plan - Implementation Strategy	- Final Impact Analysis - Project Plan - Final Project Budget - Implementation Plan - Next Phase Schedule - Process Flows include Inputs/Outputs - Interface Control Document - Conversion/Migration Plan - Integration Plan - Test Plan		- Test Guide - Test Plan - Test Procedures - System Test Execution - User Test Support - Integration Test Execution - Performance Metrics - Test Analysis Report	
					- Q/A Metrics - Final Processes - Final Procedures	
Business Owner	- High Level Dependencies - Policy Review - Incremental Policies	- End User Goals - End User Characteristics - Existing Process Analysis - New/Enhanced Business Processes	- Functional Requirements - Performance Requirements - Technical Requirements - System Diagram		- SOX Impact Statement - Release Checklist - Release Verification	
					- Q/A Metrics - UAT Plan, Scripts and Cases	
Business Owner	- Concept Proposal - Market Requirements & Priority Document - Business Case / Budget	- Impact Analysis - Committed Project Plan - Implementation Strategy	-		- Execute Training Plan - Release Verification	
					- Final Process Documentation - SOX Audit Team Documentation - Termination Plan	
Business Owner					- Final Process Documentation - SOX Audit Team Documentation - Termination Plan	
					- Final Process Documentation - SOX Audit Team Documentation - Termination Plan	

Full SDLC Compliance Matrix, by Phase/Gate					
	■ High level Project Schedule				
Supporting Detail and Documentation					
Data Requirements	-	■ Enterprise Data Model Impact Analysis ■ Data Storage Structures ■ High Level Sizing Analysis	■ Final Sizing Analysis ■ Operational Performance Baseline ■ Committed Capacity Plan	■ Enterprise Data Model Update(s) ■ Data Center Update(s)	-
Technology Requirements	-	■ Deployment Strategy ■ Development & Production Requirements	■ Test Environment Plan ■ Establish Environments		-
Testing Requirements	-	-	■ UAT Plan	■ UAT Test Procedures, Scripts and Cases ■ Test Analysis Report	■ Release Verification ■ Addition to regression test bed
Training Requirements	-	-	■ Impacted User Identification & Assessment	■ Training Scripts ■ Training Guide	■ Training Delivery ■ Ongoing Training Plan
Required Review & Approvals					
Steering Committee	■ Approval	■ Approval	■ Review	■ Review	■ Approval
Business Owner	■ Approval	■ Peer Review ■ Project Team Review ■ Owner Approval	■ Peer Review ■ Project Team Review ■ Owner Approval	■ Project Team Review ■ Owner Approval	■ Project Team Review ■ Owner Approval
IT	■ Project Team Review ■ Management Approval	■ Project Team Review ■ Management Approval	■ Project Team Review ■ Management Approval	■ Project Team Review ■ Management Approval	■ Project Team Review ■ Management Approval
Finance	■ Budget Estimate	■ Approved Budget	■ Budget Spend Analysis	■ Budget Spend Analysis	■ Final Budget Analysis
				■ Final Budget Analysis	■ Asset In-Service Notification

ATTACHMENT EIGHT

COST SUMMARY

State of OHIO

Section 1: Pricing Summary: Managed Services									
One Time / Non Recurring Costs	Category	Element	Contract Year					Summary	Category Total
			0	1	2	3	4		
Infrastructure	Infrastructure	Hardware Purchases/Refresh							\$ -
		Storage Purchase/Refresh							\$ -
		Network Connectivity Components							\$ -
		Facility Provisioning							\$ -
		Vendor Enabling or Infrastructure Tools/Applications							\$ -
		Service Desk Tools							\$ -
		Other (Please Define/Describe)							\$ -
		<i>subtotal</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Transition & Project Initiation Services	Transition to Managed Services Project							\$ -
		Operational Documentation							\$ -
		Governance							\$ -
		Administration							\$ -
Major PeopleSoft Upgrades (v9+)	Transition & Project Initiation Services	Other (Please Define/Describe)							\$ -
		<i>subtotal</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Major PeopleSoft Upgrades (v9+)	PeopleSoft v9 Upgrade - FIN							\$ -
		PeopleSoft v9 Upgrade - HCM							\$ -
		PeopleSoft v9 Upgrade - EPM							\$ -
		PeopleSoft v9 Upgrade - CRM, ELM, Other Modules/Functions							\$ -
		Other (Please Define/Describe)							\$ -
		<i>subtotal</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		<i>one-time / non-recurring subtotal</i>										
Ongoing Recurring Costs (Annual Total)	Managed Service	Facility										\$ -
		Telecommunications										\$ -
		Infrastructure (Hardware, Storage, Software)										\$ -
		Maintenance (Hardware, Storage, Software)										\$ -
		Steady State Run Services										\$ -
		Other (Please Define/Describe)										\$ -
		<i>subtotal</i>										\$ -
Additional Capacity Costs (upon State approval)			Monthly Recurring Charges (Additive or Reduced)									
Additive/Reduced Monthly Fees	Infrastructure Environments	Supported Intel Infrastructure Servers										n/a
		Supported Intel File and Print Servers										n/a
		Supported Intel Web Servers										n/a
		Supported Intel Groupware Servers										n/a
		Supported Intel Application Servers										n/a
		Supported Intel Database Servers										n/a
		Supported Unix Infrastructure Servers										n/a
		Supported Unix File and Print Servers										n/a
		Supported Unix Web Servers										n/a
		Supported Unix Groupware Servers										n/a
	Storage	Supported Unix Application Servers										n/a
		Supported Unix Database Servers										n/a
		San Based Storage (per incremental TB)										n/a
		Backup & Restore Storage										n/a
		Calls above agreed limit (per call)										n/a
Termination Costs	Other	Other Additive/Reduced Charges or Credits										n/a
	Termination for Convenience	Human Resources										\$ -
		Hardware/Lease Termination										\$ -

	OSSC - Enabling Technology Project Management									\$ -
	Cross Technology - Create Required Plans									\$ -
	<i>subtotal</i>									\$ -
Change Management Task Area	Review Design Deliverables and Materials									\$ -
	Develop and Execute Communications Program									\$ -
	Develop and Facilitate Agency Readiness Program									\$ -
	Develop and Implement OSSC Readiness and Change Program									\$ -
	Develop and Implement OSSC Rollout Strategy									\$ -
	Implement Workforce Transition / Org Design									\$ -
	Create and Implement Customer Service Model									\$ -
	Implement Designed Performance Management System									\$ -
	Implement Chargeback Models and SLAs									\$ -
	Develop and Implement Readiness and Change Governance Model									\$ -
	<i>subtotal</i>									\$ -
Production Migration / Implementation / Post-Implementation Support Period	UAT Support Services									\$ -
	Migration Support Services									\$ -
	Post Go-Live Support Services - Stabilization Support									\$ -
	<i>subtotal</i>									\$ -
Other Costs not Captured	Vendor to elaborate as an attachment, summarize and include in this schedule no other costs will be accepted that are not contained in this cost schedule									\$ -
	<i>subtotal</i>									\$ -
Grand Total										\$ -

Section 3: Pricing Summary: Project Services (General) - Ongoing Rate Card @ Commitment or Actual Spending Levels

Commitment or Spending Threshold Level (Hourly Rate)

		Commitment or Spending Threshold Level (Hourly Rate)				
		Ala Carte - Month/Month	3 Month (or annual spend < \$1M)	6 Month (or annual spend < \$2M)	12 Month (or annual spend < \$5M)	24 Month+ (or Annual Spend > \$5M)
Ala-Card, Staff Augmentation, Major New Initiatives or Projects	Project / Advisory	Project Resources				
		Senior Executive				
		Program Manager /Unit Lead				
		Tech Architect / SME				
		Project Manager				
		Team Lead / SME				
		Sr Developer/Tester				
		Telephony SME				
		Call Center SME				
		Training Delivery Consultant				
		Communications/Change SME				
		Developer/Tester				
		Jr Developer/Tester				
	Technical / Specialist	Technical Roles				
		PeopleSoft HCM SME				
		PeopleSoft FIN SME				
		PeopleSoft Sr. Developer (Customization, Upgrades, Modules)				
		PeopleSoft Jr. Developer (Configuration, Routine Tasks)				
		PeopleSoft/Cognos Report Writer				
		Unix/Windows System Administrator				
		Oracle Database Administrator				
		Security Specialist				
		Network Engineer				
		Trainer				
		Oracle Performance Expert				

	Web Developer	
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Overall Pricing Summary (exclusive of Project Services Rate card)			
Managed Services Pricing Summary		\$	-
Shared Services Implementation Pricing Summary		\$	-
TOTAL Proposed Pricing Summary		\$	-

Section 4: Combined Pricing Synergies				
	Impact Category	Item/Description	Committed Pricing Reduction	Additional Detail Provided
Managed Services Pricing Reductions	Administration			
	Governance			
	SOW			
	SLA/SLO			
	Technology			
	Infrastructure			
	Process			
	Commercial			
	Other (specify)			
	subtotal		\$ -	
Shared Services Implementation Pricing Reductions	Impact Category	Item	Committed Pricing Reduction	Additional Detail Provided
	PMO			
	SOW			
	SLA/SLO			
	Technology			
	Infrastructure			
	Process			
	Commercial			
	Other (specify)			

