


## NOTICE

This opportunity is being released to DBITS Contractors pre-qualified as a result of MBE RFP # 0A1317.

**ONLY Contractors pre-qualified in Category Two - Application Development and Maintenance Transition Planning Category are eligible to submit SOW Responses AND to submit inquiries. The State will not respond to inquiries or accept SOW Responses submitted by organizations not pre-qualified in this Technology Category.**

**A listing of Contractors pre-qualified to participate in this opportunity can be located in OhioBuys by completing a keyword search for the DBITS contract number and category.**

1. **OhioBuys Public site:** [https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract\\_browse\\_public](https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public)
2. Keyword search for DBITS contract number 0A1317 followed by category number 2
  - a. Example: 0A1317-2
3. Category numbers are as follows
  - a. Category 1 – Information Technology Assessment, Planning, and Solicitation Assistance
  - b. Category 2 – Application Development and Maintenance Transition Planning
  - c. Category 3 – Independent Verification and Validation (IV&V)/Quality Assurance (QA)
  - d. Category 4 – Technology Upgrade/Migration and Transformation
  - e. Category 5 – Salesforce Major Projects and Enhancement Services
  - f. Category 6 - TrustOhio Penetration and Vulnerability Testing Services and Security Auditing Services

 <b>State of Ohio</b> <b>Ohio Department of Public Safety</b> <b>Grants Management System Integrator</b> <b>Project Statement of Work</b> <b>Solicitation Release Date: 09-13-2022</b>	<b>Contract No.</b>	<b>DBITS SOW Solicitation ID No.</b>	<b>OhioBuys SRC No.</b>
	0A1317	DBDPS-23-02-001	SRC0000006050

## Section 1: Purpose

The purpose of this Project Statement of Work (SOW) Solicitation is to provide Ohio Department of Public Safety (Agency) with information technology services in Technology Category 2 – Application Development and Maintenance Transition Planning. A qualified Contractor (the “SOW Contractor”) selected to do the work must furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, and incidental to, the performance of work set forth in Section 3, *Project Statement of Work*.

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Attachment One - Affirmation and Disclosure

### Supplements:

Supplement 1 - State IT Policy, Standard and Service Requirements – version 5/3/22  
 Supplement 2 - State Information Security and Privacy Requirements State Data Handling Requirements – version 10/01/19

Abbreviations: Below is a list of abbreviations used throughout this Statement of Work.

EST Eastern Standard Time	SLA Service Level Agreement
GMS Grants Management System	SOW Statement of Work
MBE Minority Business Enterprise	UAT User Acceptance Testing
OCJS Office of Criminal Justice Services	VEB Veteran-Friendly Business Enterprise
ODPS Ohio Department of Public Safety	
RFP Request for Proposal	
SaaS Software as a Service	

## Section 2: SOW Solicitation Calendar of Events

### Firm Dates

SOW Solicitation Released to Pre-qualified Contractors	September 13, 2022
Inquiry Period Begins	September 13, 2022
Inquiry Period Ends	September 28, 2022 at 8:00 AM EST
SOW Response Due Date	October 5, 2022 at 1:00 PM EST

### Anticipated Dates

Estimated Date for Selection of Awarded SOW Contractor	October 14, 2022
Estimated Commencement Date of Work	October 24, 2022
Estimated Completion Date of Work	April 30, 2023

All times listed are Eastern Standard Time (EST).

## Section 3: Background Information

### 3.1 Agency Information

Agency Name: Ohio Department of Public Safety

Contact: Robin L. Lester

Contact E-Mail: rllester@dps.ohio.gov

Bill to Address: Ohio Department of Public Safety  
Attn: Grant Support Service  
P.O. Box 182632  
Columbus, Ohio 43218-2632

### 3.2 Project Statement of Work Information

1. Project Statement of Work Name:

Grants Management System Integrator

2. Project Statement of Work Background & Objective:

Ohio Department of Public Safety/ Office of Criminal Justice Services (ODPS/OCJS) seeks to contract with an integrator to create a Salesforce based application for a new Grants Management System (System) within the Salesforce Enterprise Platform (Public Sector Foundation Enterprise Edition):

- a. The System must be a Software as a Service (SaaS) Gov Cloud solution.
- b. The System must replace the current outdated OCJS system.
- c. The System must provide greater functionality and flexibility.

- d. The System must allow OCJS to manage its own system, the current system is being managed by an external company.
- e. The System must significantly improve OCJS's grants administration process.
- f. The System must significantly improve the customer experience; allowing grantees to easily navigate the grants system.
- g. The System must allow OCJS to create and run reports.

3. Expected Project Statement of Work Duration:

Agency will notify the selected SOW Contractor when work may begin. The expected start date for this project is October 24, 2022. This Project Statement of Work is expected to be completed within six (6) months after the project start date.

### 3.3 Proposed Project Statement of Work Schedule and Milestones

Estimated Date	Task / Milestone
October 24, 2022	Earliest project commencement date
Within 14 days after award	Detailed Project Plan & Schedule
Within 21 days after award	Current State Assessment of the Grant System
Within 60 days after award	Future State System - Detailed Database Redesign and Data Migration Plan
Within 90 days after award	Build Application and Database
Within 90 to 120 days after award	Test Application and Database
Within 180 days after award	Staff Training
Within 180 days after award	Implementation of the new Grant System
Six (6) months after project start date	Latest Project Completion Date

### 3.4 SOW Contractor's Work Effort Requirement

The SOW Contractor's full-time regular employees must perform at least 75% of the effort required to complete the Work. The SOW Contractor may use its personnel or Subcontractor personnel to meet the remaining 25% of the effort.

### 3.5 Ohio Certified MBE Set-Aside Requirement

This opportunity is being released to DBITS Contractors pre-qualified as a result of MBE RFP # 0A1317.

### 4.1 Description of Project Statement of Work

I. **SCOPE** – The below list represents the minimal required functionalities of the System. There may be other features requested by OCJS during the requirements gathering phase of the project.

1. The System must enable sub-grantees to apply for grants, and complete fiscal and programmatic reporting requirements.
2. The System must enable OCJS staff to administer state and federal programs by creating new applications, viewing and downloading PDFs of completed grant applications, scoring grant applications, providing pre-award conditions, conducting fiscal and programmatic monitoring, reviewing quarterly sub-grant reports, building custom reports, and analyzing program data.
3. The System must be available through online web portal. Accessible via the internet using a variety of web browsers. It must also be designed to run on both Android and iOS devices.
4. The Contractor must provide migration of all historical data from the current existing Grants Management System.
5. The System must provide reports on grant applicants (e.g. total number submitted, total amount requested), grant status (e.g. approved, closed out), requested and funded budget items, and reports needed for state and federal reporting. Additionally, the System must allow OCJS staff to develop custom reports as needed.
6. The System must allow applicants to submit budgets and budget adjustments, provide quarterly fiscal reports, and grant closeout information. It also needs to allow OCJS staff to review and approve budgets, review and approval fiscal reports, and upload fiscal monitoring reports.
7. The System must be able to coordinate the schedule for the entire lifecycle of a grant (e.g. application opening/closing, grant closeout), including reminders for applicants about reporting deadlines.
8. The Contractor must provide project management.
9. The System must comply with State Security and Privacy policies and standards (Supplement 2).
10. The System must integrate with Ohio's IdP (OHID) for single sign on and account management function (Create account, MFA, manage password, recovery account).
11. In order to integrate with OHID, the System must be able to use SAML 2.0 or OIDC federation protocols.
12. System data must have auto backup and Disaster Recovery (DR) capability.

II. **OCJS Grants Management System:**

1. The Contractor must implement a single system to support multiple criminal justice grant programs.
2. The System must support the administration of federal, state and local funded grant programs. Grant programs include but are not limited to:
  - a. Federal Grants
    - i. Edward Byrne Memorial Justice Assistance Grant Program (JAG)
    - ii. STOP Violence Against Women Act Program (VAWA)

- iii. Family Violence Prevention & Services Act Grant Program (FVPSA)
- iv. Residential Substance Abuse Treatment Program (RSAT)
- v. Project Safe Neighborhood Grant Program (PSN)
- vi. Paul Coverdell Forensic Science Improvement Grants Program
- vii. National Criminal History Improvement Program (NCHIP)

b. State Funding

- i. Recovery Ohio
- ii. Ohio Drug Law Enforcement Fund Grant (DLEF)
- iii. Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP)
- iv. Office for Victims of Crime - Improving Outcomes Program
- v. Family Violence Prevention Fund
- vi. Extradition Funding
- vii. Body Worn Camera Program
- viii. Violence Reduction Program
- ix. Law Enforcement Recruitment Grant Program

- c. The System must provide a single instance, multi-tenant architecture.
- d. The System must provide a single, centrally maintained, common infrastructure and code base shared by all users.
- e. The System must be accessible via the internet using a variety of web browsers.
- f. The System must provide an application designed to run on a mobile device.
- g. The mobile application must run on both Android and iOS devices.

III. **System Security & Data Privacy:**

1. The System must comply with State Security and Privacy policies and standards per section II.9.
2. The System must provide the ability to establish multiple levels of access, CRUD (Create-Read-Update-Delete).
3. The System must provide the ability to establish multiple levels of user access. User security levels include but are not limited to:
  - a. Agency System Administration
  - b. Agency Program Administration
  - c. Agency Program Monitoring
  - d. Program Management (i.e., Super User)
  - e. Program Administration (i.e., End User)
4. The System must provide the ability to establish multiple levels of program access. The

System must allow different levels of security for individuals and organizations within a program level including, but not limited to:

- a. All programs
  - b. Individual Grant Program
  - c. Program/Organization
  - d. Location
  - e. Case Manager
5. The System must provide a utility for DPS/OCJS agency personnel to create and maintain user accounts.
  6. The System must provide a utility for local programs to easily create and maintain user accounts within their individual program, organization, and/or location.
  7. The System must provide a utility for users to reset their user account password.

**IV. System Administration.**

1. The System must provide the ability to easily maintain values in drop-down lists associated to any and all fields requiring a fixed value.
2. The System must provide the ability to assign individual programs the ability to maintain program specific values in drop-down lists at any and all levels of established user security profiles.
3. The System must provide program-based field value viewing based on assigned user access.
4. The System must provide a utility to create user defined fields which may be free form or fixed value.
5. The System must provide role-based field permissions allowing different viewing pattern based on assigned user access.

**V. Data Storage:**

1. The System must provide the ability for storage of historical data collected allowing for multiple records per Grant Program, Local Program, Client and Case.
2. The System must provide the ability to track historical information by program type for multiple programs and organizations.
3. The System must provide the ability to manage information for a single client who receives services for multiple victimizations or cases.
4. The System must provide the ability to manage information for a single client who receives services from multiple programs or organizations.
5. The System must provide the ability to manage information for a single client who receives the same service multiple times within the same reporting period, for the same victimization and program.
6. The System must provide the ability to identify new clients within a reporting period.
7. The System must provide the ability to identify new clients within a grant cycle.
8. The System must provide the ability to create multiple cases for a single client.
9. The System must provide the ability to track the number of anonymous contacts received during the reporting period.

10. The System must provide users the ability to locate clients or cases via multiple searches. Searches include, but are not limited to, the following:
  - a. Client name;
  - b. Unique client identifier;
  - c. Grant number;
  - d. Grant Monitor;
  - e. Case Manager;
  - f. Reporting Period; and
  - g. Fiscal Year or Grant Cycle.

**VI. User Training:**

1. The Contractor must deliver technical training during the implementation phase of this project.
2. The Contractor must deliver any applicable technical guides.
3. The Contractor must deliver user training during the implementation phase of this project.
4. The Contractor must deliver a user guide that can be made available to all end users.
5. The delivered user guide must have the ability to incorporate custom configuration or program specific materials as needed.

**VII. General Information:**

1. The System must provide for the collection of required miscellaneous data.
2. The System must provide a section that will be flexible to provide for the collection of individual program data that is not part of the on-going data collection process.
3. The System must have free form text fields.
4. The System must have number / count fields.
5. The System must allow for the creation of multiple fields.
6. The System must have a notes / comments section for Program Staff.
7. The System must have a notes / comments section for Grant Monitors.

**VIII. Narratives:**

1. The System must provide multiple freeform data entry boxes to allow programs to enter "Narratives" or summary data supporting the program's objects and performance.
2. Free form text field must be labeled to meet program reporting requirements.

**IX. Miscellaneous:**

1. The System must provide the ability to create program materials that may be viewed or completed on-line.



2. The System must provide the ability to print on-line program materials to allow for manual completion.
3. The System must provide individual programs with the ability to create program specific surveys.
  - a. Surveys must be available for end users, including program staff and clients, to complete and submit on-line.
  - b. Surveys must be printable for hardcopy distribution.
  - c. Forms must be available for end users, including program staff and clients, to complete and submit on-line.
  - d. Forms must be printable for hardcopy distribution.
4. The System must provide the ability for OCJS to create Client Surveys to solicit feedback related to a programs performance.
  - a. Client Surveys must be able to identify an individual program, organization, locality or case manager.
  - b. Client Survey responses must remain anonymous.
5. The System must provide the ability to upload documents to client records.
6. The System must provide the ability to establish electronic notifications to be sent to program participants as defined by the OCJS Program Administration.
7. The System must have the ability to generate and send electronic mail messages.
8. The System must have the ability to generate and send electronic messages via email.
9. The System must have the ability to create task lists and send reminder notifications.
- x. **Reporting:**
  1. The System must provide reporting capabilities to support all levels of the programs as well as all levels of users.
  2. The System must provide the ability to produce pre-defined (canned) reports.
  3. The System must provide the ability to produce reports required to comply with government requirements as defined by the local, state and federal governments.
  4. The System must provide the ability to output reports in various formats as required to comply with government requirements as defined by the local, state and federal governments, including but not limited to PDF, Excel, and CSV.
  5. The System must provide the ability to create ad hoc reports.
  6. A user-friendly tool must be made available for end users to create reports to meet local reporting requirements and preform analytics.

**XI. Interfaces: Import and Export:**

1. The System must have the ability to interface with internal and external systems as needed.
2. The System must provide the ability to interface with:
  - a. Multiple internal systems; and
  - b. Multiple external systems.
3. The System must have the ability to import from and export to OAKS.
4. The solution must have the ability to import from the OCJS Grants Management Information System (GMIS):
  - a. U.S. Federal Government Systems; and
  - b. Local Program Systems.
5. The System must provide, as part of the implementation plan, a data conversion process. Data conversion must include a minimum of the current and four prior program years.
6. The System must have the ability to link to Outlook and Google calendars.

**XII. Summary/Aggregate Data:**

1. The System must provide for the collection of summary or aggregate data which is stored outside of the client management module of the System.
2. The System must allow summary or aggregate data from external sources to be:
  - a. Entered directly into the System; and
  - b. Imported from multiple media types (e.g., xlsx, csv, accdb, etc.).

**XIII. Warranty and Support:**

1. The Contractor will be responsible for providing the overall services described in this SOW.
2. The Contractor must:
  - a. Track, monitor and provide remediation for in-scope solution defects and issues;
  - b. Identify and implement required changes to address solution defects;
  - c. Maintain solution documentation (technical specifications and testing documentation) as well as a compendium of common problems, root causes and remedy to aid in the identification and remediation of underlying system issues;
  - d. Test changes to confirm resolution of defects;
  - e. Support OCJS in performing applicable acceptance testing and review of any changes arising as a result of break/fix or patch/release;
  - f. Before the implementation of an enhancement, perform all necessary testing to verify that the item is operating substantially in conformance with required specifications;

- g. Provide On-Site and/or Remote Applicable Training; and
- h. Provide Training and Technical Manuals.

## **4.2 Assumptions**

The Pre-Qualified Contractor must list all the assumptions the Pre-Qualified Contractor made in preparing the SOW Response. If any assumption is unacceptable to the State, the State may at its sole discretion request that the Pre-Qualified Contractor remove the assumption or choose to reject the SOW Response. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions must be provided as part of the Pre-Qualified Contractor SOW Response as a stand-alone section that is inclusive of all assumptions with reference(s) to the section(s) of the SOW Solicitation that the assumption is applicable to. Pre-Qualified Contractors must not include assumptions elsewhere in their SOW Response.

## **4.3 Deliverable Requirements**

- A. Deliverables must be provided on the dates specified in Section 3.3. Any changes to the delivery date must have prior approval (in writing) by the Agency contract manager or designate.
- B. All Deliverables must be submitted in a format approved by the Agency's contract manager.
- C. All Deliverables must have acceptance criteria established and a time for testing or acceptance.
- D. If the Deliverable cannot be provided within the scheduled time frame, the SOW Contractor is required to contact the Agency contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- E. Any changes to the schedule or Deliverables will require a Contract amendment.
- F. The Agency will complete a review of each submitted Deliverable within 14 working days of the date of receipt.
- G. A kickoff meeting will be held at a location and time selected by the Agency where the SOW Contractor and its staff will be introduced to the Agency.

**4.4 Deliverables** - Details for individual Deliverables will be provided to the SOW Contractor after award.

Deliverable	Estimated Due Date	Payment Eligible? Yes/No	Description and Approval
1. Detailed Project Plan & Schedule	Within 14 days after award	Yes	Provide detailed project plan/schedule to complete SOW. Includes tasks, milestones, and Deliverables, milestone and Deliverable dates and owners, and critical path (baseline). Contractor will proactively maintain baseline, approved project plan throughout the project.  Approved by Project Manager and/or Project Sponsor.
2. Weekly Status Reports	Second day of each week by 4:00 PM, starting second week after award	No	Provide weekly report of activities for the current week and plans for the next.  Approved by Project Manager and/or Project Sponsor.
3. Current State Assessment of the Grant System	Within 21 days after award	Yes	Provide an overview report of the current system.  Approved by Project Manager and/or Project Sponsor.
4. Future State System – Detailed Database Redesign and Data Migration Plan	Within 60 days after award	Yes	Provide detailed designs of restructured databases and proposed data migration plan.  Approved by Project Manager and/or Project Sponsor.
5. Build the new Grant System	Within 90 days after award	Yes	Build the Grant System based on the approved design plan.  Approved by Project Manager and/or Project Sponsor
6. Test the new Grant System	Within 90 to 120 days after award	Yes	Continuously test the Grant System based on the approved design plan.  Approved by Project Manager and/or Project Sponsor

Deliverable	Estimated Due Date	Payment Eligible? Yes/No	Description and Approval
7. Staff training	Within 180 days after award	Yes	Provide technical training, applicable technical guides and user training during the Implementation phase of this project.  Approved by Project Manager and/or Project Sponsor
8. Implementation of the new Grant System	Within 180 days after award	Yes	Implement the Grant system based on the approved design plan.  Approved by Project Manager and/or Project Sponsor
9. Final Project Summary	Six (6) months after project start date	Yes	The Contractor must submit a final project summary to the Agency.  Approved by Project Manager and/or Project Sponsor

#### 4.5 Roles and Responsibilities

Project or Management Activity/Responsibility Description	SOW Contractor	Agency
Create and manage detailed project plan & schedule.	<i>Perform</i>	<i>Support</i>
Manage project communication to include at a minimum weekly status reports and status report meetings no less than biweekly, or more as necessitated by project growth.	<i>Perform</i>	<i>Support</i>
Participate in overview of current and future state assessment and design	<i>Support</i>	<i>Perform</i>
Assist with future state design converting needs to functionality on new platform	<i>Perform</i>	<i>Support</i>
Testing and Approval of Deliverables	<i>Support</i>	<i>Perform</i>
Producing Deliverables	<i>Perform</i>	<i>Support</i>

#### 4.6 Restrictions on Data Location and Work

4.5.1 The SOW Contractor must perform all Work specified in the SOW Solicitation and keep all State data within the United States, and the State may reject any SOW Response that proposes to do any work or make State data available outside the United States.

4.5.2 The SOW Contractor must complete the [Contractor/Subcontractor Affirmation and Disclosure Form](#) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

#### 4.7 Resource Requirements

Agency normal business hours: 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays.

Agency will provide workspace and standard issued desktop or laptop.

### Section 5: Deliverables Management

#### 5.1 Deliverable Submission/Format

Deliverable	Submission Method	Format
Detailed Project Plan and Schedule	Via Email / Teams	Excel or PDF
Weekly Status Report	Via Email / Teams	MS Word
Current State Assessment	Via Email / Teams	MS Word
Detailed Database Redesign and Data Migration Plan	Via Email / Teams	MS Word
Final Project Summary	Via Email / Teams	MS Word

#### 5.2 Reports and Meetings

5.2.1 The SOW Contractor is required to provide the Agency contract manager with weekly written progress reports of this Project Statement of Work.

5.2.2 Progress reports are due to the Agency contract manager by the close of business on Friday each week throughout the life of the Project.

5.2.3 Each progress report must cover all work performed and completed during the week for which the progress report is provided and must present the work to be performed during the subsequent week.

5.2.4 Each progress report must identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

5.2.5 The SOW Contractor will be responsible for conducting weekly status meetings with the Agency contract manager. The meetings will be held on Tuesdays at a time and place designated by the Agency contract manager, unless revised by the Agency contract manager. The meetings can be in person or over the phone at the discretion of the Agency contract manager.

#### 5.3 Period of Performance

This work must be completed within 6 months unless the State agrees otherwise in writing.

## 5.4 State Staffing Plan

Staff/Stakeholder Name	Project Role	Percent Allocated
Alan Wedd	OCJS Direct Liaison with SOW Contractor	50%
Melissa Darby	OCJS Grant Tester	35%
Carol Ellensohn	OCJS Administration Overview	15%

## Section 6: SOW Response Requirements

### 6.1 SOW Response Format, Content Requirements

An identifiable tab sheet must precede each section of a SOW Response, and each SOW Response must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered.

Each SOW Response must contain the following:

- a. Cover Letter
- b. Subcontractors Documentation
- c. Assumptions
- d. Payment Address
- e. Supplement 1 Response
- f. Supplement 2 Response
- g. Response to Section 4: Project Statement of Work (including Pre-Qualified Contractor's proposed tool and solution, Staffing Plan with personnel resumes, time commitment, and organizational chart.
- h. Pre-Qualified Contractor Experience Requirements
- i. Contingency Plan
- j. Project Plan
- k. Project Schedule (WBS using MS Project or compatible)
- l. Communication Plan
- m. Risk Management Plan
- n. Quality Management Plan
- o. Fee Structure including Estimated Work Effort for each Task/Deliverable
- p. Rate Card
- q. Preference Certification Statements
- r. Proof of Insurance – Cyber Insurance
- s. Affirmation and Disclosure

Include the following in your response:

### 6.2 Cover Letter

- a. Must be in the form of a standard business letter;
- b. Must be signed by an individual authorized to legally bind the Pre-Qualified Contractor;
- c. Must include a list of the people who prepared the SOW Response, including their titles; and
- d. Must include the name, address, e-mail, phone number, and fax number of a contact person who has the authority to answer questions regarding the SOW Response.

### **6.3 Subcontractors Documentation**

- a. For each proposed Subcontractor, the Pre-Qualified Contractor must attach a letter from the Subcontractor, signed by someone authorized to legally bind the Subcontractor, with the following included in the letter:
- i. The Subcontractor's legal status, federal tax identification number, D-U-N-S number if applicable, and principal place of business address;
  - ii. 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;
  - iii. A description of the work the Subcontractor will do and one representative sample of previously completed projects as it relates to this SOW (e.g. detailed requirements document, analysis, statement of work);
  - iv. Must describe the Subcontractor's experience, capability, and capacity to provide Category-Specific Assistance. Provide specific detailed information demonstrating experience similar in nature to the type of work described in this SOW Solicitation from each of the resources identified in Section 6.6;
  - v. A commitment to do the work if the Pre-Qualified Contractor is selected; and
  - vi. A statement that the Subcontractor has read and understood the RFP and will comply with the requirements of the Contract and SOW Solicitation.

### **6.4 Assumptions**

The Pre-Qualified Contractor must list all the assumptions the Pre-Qualified Contractor made in preparing the SOW Response. If any assumption is unacceptable to the State, the State may, at its sole discretion, request that the Pre-Qualified Contractor remove the assumption, or it may choose to reject the SOW Response. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the Pre-Qualified Contractor SOW Response as a stand-alone section that is inclusive of all assumptions with reference(s) to the section(s) of the SOW Solicitation that the assumption is applicable to. Pre-Qualified Contractors may not include assumptions elsewhere in their SOW Response.

### **6.5 Payment Address**

The Pre-Qualified Contractor must give the address to which the State must send payments under the SOW Contract.

### **6.6 Supplement 1 Response**

State IT Policy, Standard and Service Requirements. Pre-Qualified Contractors must include a fully completed copy of Supplement 2 in this section of their SOW Response. Pre-Qualified Contractors must follow the completion instructions contained in the supplement when preparing their SOW Response. When responding, Pre-Qualified Contractors must note the redaction process described in the RFP section entitled "Proposal Submittal." This section is located within the General Instructions (Part 3) of the RFP.

### **6.7 Supplement 2 Response**

State Information Security and Privacy Requirements, State Data Handling Requirements. Pre-Qualified Contractors must include a fully completed copy of Supplement 3 in this section of their SOW Response. Pre-Qualified Contractors must follow the completion instructions contained in the supplement when preparing their SOW Response. When responding, Pre-Qualified Contractors must note the redaction process described in the RFP section entitled "Proposal Submittal." This section is located within the General Instructions (Part 3) of the RFP.



## 6.8 Contractor's Solution to Project Statement of Work, Contractor's Proposed Tools, and Staffing Plan

### a. Contractor's Solution to Project Statement of Work

Contractor must describe the solution that addresses each of the requirements in the Project Statement of Work in Section 3 of this document. It must also describe how the Work will be done in a non-destructive manner with minimal impact to the agency customers and confirm that confidential information will not be compromised or shared with another party.

### b. Contractor's Proposed Tools

Contractor must list the tools that will be used for the solution and describe how each will be used.

### c. Staffing Plan

The Pre-Qualified Contractor, as part of its SOW Response, is required to identify key positions to execute this Project Statement of Work. At a minimum, the Pre-Qualified Contractor's Staffing Plan must include names and biographical resumes for all Key Roles ('Key Project Personnel') and any other Pre-Qualified Contractor designated Key Project Personnel and their assigned role.

The Pre-Qualified Contractor's Staffing Plan response must also include the following information:

1. An organizational chart including any Subcontractors and management and administrative personnel assigned to this Project Statement of Work.
2. The number of personnel onsite at State location(s) at any given time to allow the State to plan for the appropriate workspace.
3. A statement and a chart that clearly indicates the time commitment of the proposed Project Manager and the Pre-Qualified Contractor's Key Project Personnel.
4. This chart must also include the estimated number of hours and hourly rate for each person.

In addition, the Pre-Qualified Contractor's SOW Response must identify all Key Project Personnel who will provide services as part of the resulting SOW Contract. The Key Project Personnel are identified in each applicable Supplement. The State expects that the proposed named Key Project Personnel will be available as proposed to work on the Project Statement of Work. Resumes for the proposed personnel must be provided for all Key Project Personnel. Representative resumes are not acceptable. The resumes will be used to supplement the descriptive narrative provided by the Pre-Qualified Contractor regarding their proposed project team.

All personnel named by the Pre-Qualified Contractor in response to this section are subject to Attachment Four, Part Two of the Contract.

Individual Name	Rate Card Role	SOW Contractor or Subcontractor?	Work Location (State / Offsite)	No. Hours	Hourly Rate
	e.g. Lead Developer				\$
	e.g. Project Manager				\$
					\$

## **6.9 Pre-Qualified Contractors Experience Requirements**

- a. Each SOW Response must include a brief executive summary of the services the Pre-Qualified Contractor proposes to provide and one representative sample of previously completed projects as it relates to this SOW Solicitation (e.g., detailed requirements documents, analysis);
- b. Each SOW Response must describe the Pre-Qualified Contractor's experience, capability, and capacity to provide Application Development and Maintenance Transition Planning assistance. Provide specific detailed information demonstrating experience similar in nature to the type of work described in this SOW Solicitation for each of the resources identified in Section 6.6.

## **6.10 Contingency Plan**

Identify and provide a Contingency Plan to be implemented if the SOW Contractor and Subcontractor staff fail to meet the Project Schedule, project milestones or fail to complete the Deliverables according to schedule. Include alternative strategies to be used to ensure project success if specified risk events occur.

## **6.11 Project Plan**

Identify and describe the plan to produce effective documents and complete the Deliverable requirements. Describe the primary tasks, how long each task will take, and when each task will be completed to meet the final deadline.

## **6.12 Project Schedule (WBS using MS Project or compatible)**

Describe the Project Schedule including planning, planned vs. actuals for monitoring performance, including milestones, and time for writing, editing and revising. Using MS Project or compatible, create a Deliverable-oriented grouping of project elements that organizes and defines the total work scope of the Project Statement of Work with each descending level representing an increasingly detailed definition of the project work.

## **6.13 Communication Plan**

Strong listening skills, the ability to ask appropriate questions, and follow-up questions will be required to capture the information necessary to complete the Deliverable requirements. Describe the methods to be used to gather and store various types of information and to disseminate the information, updates, and corrections to previously distributed material. Identify to whom the information will flow and what methods will be used for the distribution. Include format, content, level of detail, and conventions to be used. Provide methods for accessing information between scheduled communications.

## **6.14 Risk Management Plan**

Describe the Risk Management Plan requirements including the risk factors, associated risks, and assessment of the likelihood of occurrence and the consequences for each risk. Describe your plan for managing selected risks and plan for keeping people informed about those risks throughout the Project Statement of Work.

## **6.15 Quality Management Plan**

Describe your quality policies, procedures, and standards relevant to the Project Statement of Work for both Project Statement of Work Deliverables and Project Statement of Work processes. Define who is responsible in 6.9 for the quality of the delivered application enhancements.

## 6.16 Fee Structure including Estimated Work Effort for each Deliverable

Payment will be scheduled upon approval and acceptance of each applicable Deliverable by the Project Manager within the usual payment terms of the State.

Deliverable Name	Total Estimated Work Effort (Hours)	Not-to-Exceed Fixed Price for Deliverable
Detailed Project Plan & Schedule		\$
Weekly Status Reports		N/A
Current State Assessment of the Grant System		\$
Future State System – Detailed Database Redesign and Data Migration Plan		\$
Build the new Grant System		\$
Test the new Grant System		\$
Staff training		\$
Implementation of the new Grant System		\$
Final Project Summary		\$
	<b>Total Cost for all Deliverables</b>	\$

## 6.17 Rate Card

The primary purpose of obtaining a Rate Card is to establish baseline hourly rates if change orders are necessary. The DBITS contract is not intended to be used for hourly based time and materials work. (NOTE – Section 6.6 collects rate information for named resources. ) Pre-Qualified Contractors must submit a Rate Card that includes hourly rates for all services the Contractor offers, including but not limited to those listed in Section 5. Enter the Rate Card information in this section.

Rate Card Role	Hourly Rate
	\$
	\$
	\$
	\$
	\$

### 6.18 Preference Certification Statements

Pre-Qualified Contractors claiming preference for Domestic Source End Products, the Ohio (Buy Ohio) preference, and/or Veteran Friendly Business Enterprise (VBE) must complete and provide the Preference Certification Statements form.

### 6.19 Proof of Insurance

The Pre-Qualified Contractor must provide the certificate of insurance required by Attachment Four of the Contract. Cyber insurance is due prior to the SOW solicitation award. The policy may be written on an occurrence or claims made basis.

### 6.20 Affirmation and Disclosure Form.

The SOW Contractor must complete the [Contractor/Subcontractor Affirmation and Disclosure Form](#) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

## Section 7: SOW Response Evaluation Criteria

### 7.1 Mandatory Requirements: Accept/Reject

<i>Mandatory Requirement</i>	<i>Weight</i>	<i>Does Not Meet</i>	<i>Meet</i>
Contractor must be a Pre-Qualified Contractor under Category Two: Application Development and Maintenance Transition Planning	<i>N/A</i>	<i>REJECT</i>	<i>ACCEPT</i>

### 7.2 Scored Requirements:

<i>Scored Requirements</i>	<i>Weight</i>	<i>Does Not Meet</i>	<i>Meet</i>	<i>Exceeds</i>
Contractor or Subcontractor must demonstrate a minimum of twenty-four (24) months experience in Salesforce administration as prime contractor.	<i>7</i>	<i>0</i>	<i>5</i>	<i>7</i>
Contractor or Subcontractor must demonstrate experience on a minimum of one (1) Salesforce project within the past sixty (60) months. Experience must have started at project initiation and completed implementation.	<i>2</i>	<i>0</i>	<i>5</i>	<i>7</i>
Contractor or Subcontractor must demonstrate experience developing customer-facing interfaces within the past twenty-four (24) months.	<i>1</i>	<i>0</i>	<i>5</i>	<i>7</i>

### 7.3 Price Performance Formula

The evaluation team will rate the SOW Responses that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Response	70%

Cost Summary	30%
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To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each Pre-Qualified Contractor.

The Pre-Qualified Contractor with the highest point total for the Technical Response will receive 700 points. The remaining Pre-Qualified Contractors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Response Points} = (\text{Pre-Qualified Contractor's Technical Response Points} / \text{Highest Number of Technical Response Points Obtained}) \times 700$$

The Pre-Qualified Contractor with the lowest proposed total cost for evaluation purposes will receive 300 points. The remaining Pre-Qualified Contractors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Total Cost for Evaluation Purposes} / \text{Pre-Qualified Contractor's Total Cost for Evaluation Purposes}) \times 300$$

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

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

#### 7.4 Preference Scoring Application

After scoring is complete, if the SOW Response with the highest total overall score is one other than from an Ohio or border state Pre-Qualified Contractor, the State will apply the following preferences:

- a) If the Pre-Qualified Contractor with the highest total overall score offers a foreign product, deduct six per cent of the total available points from the Pre-Qualified Contractor's total score.
- b) If the Pre-Qualified Contractor with the highest total overall score was not assessed the preference from (a) and is one other than an Ohio or border state Pre-Qualified Contractor offering a domestic source end product, and an Ohio Pre-Qualified Contractor responded to this RFP and claimed the Buy Ohio Preference, deduct five per cent of the total overall available points from the Pre-Qualified Contractor's total score.
- c) If the Pre-Qualified Contractor with the highest total overall score was not assessed a preference from (a) or (b), is one other than a certified VBE Ohio, and a certified VBE responded to this RFP and claimed the Veterans Preference, deduct five per cent of the total overall available points from the Pre-Qualified Contractor's total score.

## Section 8: Inquiry Process

### 8.1 Inquiries

1. Pre-Qualified Contractors may make inquiries regarding this SOW Solicitation anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, Pre-Qualified Contractors must login to OhioBuys, navigate to the solicitation, open the Inquiry tab, and submit their inquiry.
2. The Pre-Qualified Contractor will not receive a personalized response to the question nor notification when the State has answered the question.
3. Pre-Qualified Contractors may view inquiries and responses on the OhioBuys Public Solicitations page by opening the Solicitation Overview and navigating to the inquiries section of that page.
4. The State usually responds to all inquiries within three (3) business days of receipt, excluding weekends and State holidays. Pre-Qualified Contractors will not be able to submit any inquiries after 8:00 a.m. on the inquiry end date.

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

## Section 9: SOW Response Submission Instructions & Location

### 9.1 State of Ohio Online Purchasing Solution

OhioBuys provides the primary platform for Supplier partners to engage in procurement activities with the State of Ohio. For additional information on submitting SOW Responses see the “Viewing and Responding to Solicitations” Learner Guide or the “Viewing and Responding to Solicitations” Supplier Training Video linked below.

Learner Guide

<https://procure.ohio.gov/static/pdf/S-LG.2%20Ohio%20Buys%20Viewing%20and%20Responding%20to%20Solicitations%20LG%20v2.1.pdf>

Viewing and Responding to Solicitations

<https://www.youtube.com/watch?v=K6iE32BUMJ0&feature=youtu.be>

### 9.2 SOW Response

**Technical and Cost Response:** The SOW Response is to be submitted as a single searchable PDF document indexed as required in Section 6.1.

**SOW Response Native Files:** In addition to the PDF version of the SOW Response requested above, Pre-Qualified Contractors are required to provide a compressed zip folder including required responses in Microsoft Office (native format), Microsoft Word (native format), Microsoft Project (native format), Microsoft Excel (native format) and Adobe Acrobat format, as appropriate. For example, the Microsoft Word version of the Pre-Qualified Contractor’s Technical Response and the Pre-Qualified Contractor’s response to Supplements One and Two in their native format are expected to be provided in the compressed zip folder. In the event of a discrepancy between the PDF and the native files, the pdf prevails.

Pre-Qualified Contractors must submit their SOW Response electronically in the online solicitation by 1:00 p.m. Columbus, Ohio local time on the SOW Response due date. Pre-Qualified Contractors will not be able to submit SOW Responses or unsolicited modifications after the deadline. OhioBuys will not allow submission after the deadline. A Pre-Qualified Contractor submitting an electronic SOW Response must allow for adequate time for uploading a SOW Response prior to the due date and time. Pre-Qualified Contractors also must allow for potential delays due to increased security.

Each Pre-Qualified Contractor must carefully review the requirements of this SOW Solicitation and the contents of its SOW Response. Once opened, SOW Responses cannot be altered or withdrawn, except as allowed by this SOW Solicitation.

By submitting a SOW Response, the Pre-Qualified Contractor acknowledges it has read this SOW Solicitation, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any

information regarding this SOW Solicitation that was gathered through a source other than the inquiry process described in the SOW Solicitation.

**Each SOW Response must be organized in the same format as described in Section 6.** Any material deviation from the format outlined in Section 6 may result in a rejection of the non-conforming SOW Response. **Each SOW Response must contain an identifiable tab sheet preceding each section of the SOW Response.** An SOW Response must be good for a minimum of 60 days.

The State will not be liable for any costs incurred by any Pre-Qualified Contractor in responding to this SOW Solicitation, even if the State does not award a SOW Contract through this process. The State may decide not to award a SOW Contract at the State's discretion. The State may reject late SOW Responses regardless of the cause for the delay. The State may also reject any SOW Responses that it believes is not in its interest to accept and may decide not to do business with any of the Pre-Qualified Contractors responding to this SOW Solicitation.

### **9.3 Proprietary information**

All SOW Responses and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a SOW Response or supporting materials because the State will have the right to use any materials or ideas submitted in any quotation without compensation to the Pre-Qualified Contractor. Additionally, all SOW Responses will be open to the public after the SOW Contract has been awarded.

### **9.4 Waiver of Defects**

The State has the right to waive any defects in any SOW Response or in the SOW Response process followed by a Pre-Qualified Contractor. But the State will only do so if it believes that is in the State's interest and will not cause any material unfairness to other Pre-Qualified Contractors.

### **9.5 Rejection of SOW Responses**

The State may reject any SOW Response that is not in the required format, does not address all the requirements of this SOW Solicitation, or that the State believes is excessive in price or otherwise not in its interest to consider or to accept.

The State may reject any SOW Response if the Pre-Qualified Contractor takes exception to the terms and conditions of the SOW Solicitation or includes unacceptable terms and conditions or assumptions.

The State will reject any SOW Responses from companies not pre-qualified in the Technology Category associated with this SOW Solicitation. In addition, the State may cancel this SOW Solicitation, reject all the SOW Responses, and seek to do the work through a new SOW Solicitation or other means.

## **Section 10: SOW Contract Terms and Conditions**

### **10.1 Limitation of Liability**

The Limitation of Liability will be as described in Attachment Two, Part Two of the base Contract.

### **10.2 Service Level Requirements**

This section sets forth the performance specifications for the Service Level Agreements (SLA) to be established between the SOW Contractor and State. Most individual service levels are linked to "Fee at Risk" due to the State to incent SOW Contractor performance.

The Service Levels contained herein are Service Levels for this SOW Solicitation. Both the State and the SOW Contractor recognize and agree that Service Levels and performance specifications may be added or adjusted by mutual agreement during the term of the Contract as business, organizational objectives and technological changes permit or require.

The SOW Contractor agrees that 10% of the not to exceed fixed price for the SOW will be at risk ("Fee at Risk"). The Fee at Risk will be calculated as follows:

<b>Total Not to Exceed Fixed Price (NTEFP) of the SOW</b>	<b>x</b>	<b>10 %</b>	<b>=</b>	<b>Total Fee at Risk for the SOW</b>
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Furthermore, in order to apply the Fee at Risk, the following monthly calculation will be used:

<b>Monthly Fee at Risk</b>	<b>=</b>	<b>Total Fee at Risk for the SOW</b>
		<b>Term of the SOW in months</b>

The SOW Contractor will be assessed for each SLA failure and the "Performance Credit" must not exceed the monthly Fee at Risk for that period. The Performance Credit is the amount due to the State for the failure of SLAs. For SLAs measured on a quarterly basis, the monthly fee at risk applies and is cumulative.

On a quarterly basis, there will be a "true-up" at which time the total amount of the Performance Credit will be calculated (the "Net Amount"), and such Net Amount may be off set against any fees owed by the State to the SOW Contractor, unless the State requests a payment in the amount of the Performance Credit.

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

To further clarify, the Performance Credits available to the State will not constitute the State's exclusive remedy to resolving issues related to the SOW Contractor's performance. In addition, if the SOW Contractor fails multiple service levels during a reporting period or demonstrates a pattern of failing a specific service level throughout the SOW, then the SOW Contractor may be required, at the State's discretion, to implement a State-approved corrective action plan to address the failed performance.

SLAs will commence when the SOW is initiated.

**Monthly Service Level Report.** On a monthly basis, the SOW Contractor must provide a written report (the "Monthly Service Level Report") to the State which includes the following information:

- Identification and description of each failed SLA caused by circumstances beyond the SOW Contractor's control and that could not be avoided or mitigated through the exercise of prudence and ordinary care during the applicable month;
- the SOW Contractor's quantitative performance for each SLA;
- the amount of any monthly performance credit for each SLA;
- the year-to-date total performance credit balance for each SLA and all the SLAs;
- upon State request, a "Root-Cause Analysis" and corrective action plan with respect to any SLA where the Individual SLA was failed during the preceding month; and
- trend or statistical analysis with respect to each SLA as requested by the State.

The Monthly Service Level Report will be due no later than the tenth (10th) day of the following month.



SLA Name	Performance Evaluated	Non-Conformance Remedy	Frequency of Measurement
<b>Delivery Date Service Level</b>	<p>The <b><u>Delivery Date Service Level</u></b> will measure the percentage of SOW tasks, activities, Deliverables, milestones and events assigned specific completion dates in the applicable Project Statement of Work plan that are achieved on time. The State and the SOW Contractor will agree to a Project Statement of Work plan at the commencement of the SOW, and the SOW Contractor will maintain the Project Statement of Work plan as agreed to throughout the life of the SOW. The parties may agree to re-baseline the Project SOW plan throughout the life of the SOW. Due to the overlapping nature of tasks, activities, Deliverables, milestones and events a measurement period of one calendar month will be established to serve as the basis for the measurement window. The SOW Contractor will count all tasks, activities, Deliverables, milestones and events to be completed during the measurement window and their corresponding delivery dates in the applicable Project SOW plan. This service level will commence upon SOW initiation and will prevail until SOW completion.</p> <p style="text-align: center;"><b>Compliance with delivery date is expected to be greater than 85%</b></p> <p>This SLA is calculated as follows: “% Compliance with delivery dates” equals “(Total dates in period – Total dates missed)” divided by “Total dates in period”.</p>	<p>Fee at Risk</p>	<p>Monthly</p>

SLA Name	Performance Evaluated	Non-Conformance Remedy	Frequency of Measurement
<b>Deliverable Acceptance Service Level</b>	<p>The <b>Deliverable Acceptance Service Level</b> will measure the State's ability to accept SOW Contractor Deliverables based on submitted quality and in keeping with defined and approved content and criteria for SOW Contractor Deliverables in accordance with the terms of the Contract and the applicable SOW. The SOW Contractor must provide Deliverables to the State in keeping with agreed levels of completeness, content quality, content topic coverage and otherwise achieve the agreed purpose of the Deliverable between the State and the SOW Contractor in accordance with the Contract and the applicable SOW. Upon mutual agreement, the service level will be calculated / measured in the period due, not in the period submitted. Consideration will be given to Deliverables submitted that span multiple measurement periods. The measurement period is monthly. The first monthly measurement period will commence on the first day of the first full calendar month of the Contract, and successive monthly measurement periods will run continuously thereafter until the expiration of the applicable SOW.</p> <p><b>Compliance with Deliverable acceptance is expected to be greater than 85%</b></p> <p>This SLA is calculated as follows: "% Deliverable Acceptance" equals "# Deliverables accepted during period" divided by "# Deliverables submitted for review/acceptance by the State during the period".</p>	Fee at Risk	Monthly
<b>Scheduled Reports Service Level</b>	<p>The <b>Scheduled Reports Service Level</b> will measure the receipt of Reports within SLA schedule or other established time frames.</p> <p>This SLA is calculated as follows: "Scheduled Reporting Performance" equals "(Total Number of Reports Required – Total Reports Missed/Missing)" divided by "Total Number of Reports Required".</p>	Fee at Risk	Monthly

SLA Name	Performance Evaluated	Non-Conformance Remedy	Frequency of Measurement
<b>System Test Execution Exit Quality Rate</b>	<p>The <b><u>System Test Execution Exit Quality Rate</u></b> will, before UAT, be determined using the results of the SOW Contractor's generated pre-test strategy, executed testing cases including functionality, performance, integration, interfaces, operational suitability and other test coverage items comprising a thorough SOW Contractor executed system testing effort. Regression Testing must be performed as necessary. "System Test Execution Exit Quality Rate" means the inventory of all test cases performed in conjunction with the SOW Contractor's system testing, or testing otherwise preceding the State's User Acceptance Testing efforts, presentation of resultant test performance inclusive of identified errors or issues (by priority), impact areas and overall testing results to the State otherwise referred to as "Testing Results".</p> <p>This Service Level begins upon SOW Contractor presentation of the aforementioned Testing Results to the State before the State conducts UAT. The initial service level shown for this SLA will be 90.0%, exclusive of Critical and High Defects (which must be resolved before presentation to the State) and will be validated during an initial measurement period. The initial and subsequent measurement periods will be monthly. Following the initial measurement period, and as a result of any production use, the Service Level will be adjusted to 95%.</p> <p style="text-align: center;"><b>Compliance with the System Test Execution Exit Quality Rate is expected to be greater than or equal to 90% prior to UAT and greater than or equal to 95% in production</b></p> <p>This SLA is calculated as follows: "System Test Quality/Exit Rate" equals "Total Test Cases Passing SOW Contractor System Test Efforts" divided by "Total Executed during System Testing Effort".</p>	Fee at Risk	Monthly

SLA Name	Performance Evaluated	Non-Conformance Remedy	Frequency of Measurement
<b>Mean Time to Repair / Resolve Critical Defect</b>	<p>The <b><u>Mean Time to Repair/Resolve Critical Defect</u></b> will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all Critical Defect service requests in the SOW Contract Month. "Time to Repair" is measured from time a Defect is received by the SOW Contractor to the time when the Defect is resolved by the SOW Contractor and the SOW Contractor submits the repair to the State for confirmation of resolution.</p> <p>In lieu of any specifically stated SLA determined by the project sponsor, the default requirement below will apply.</p> <p><b>Mean Time to Repair/Resolve pre-implementation Critical Defects is expected to be less than or equal to 24 hours</b></p> <p><b>Mean Time to Repair/Resolve post-implementation Critical Defects is expected to be less than or equal to 24 hours</b></p> <p>This SLA is calculated as follows: "Mean Time to Repair/Resolve (Critical Defects)" equals "Total elapsed time it takes to repair Critical Defect" divided by "Total Critical Defect".</p>	Fee at Risk	Monthly
<b>Mean Time to Repair / Resolve High Defect</b>	<p>The <b><u>Mean Time to Repair/Resolve High Defect</u></b> will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all High Defect service requests in the SOW Contract Month. "Time to Repair" is measured from time a Defect is received by the SOW Contractor to the time when the Defect is resolved by the SOW Contractor and the SOW Contractor submits the repair to the State for confirmation of resolution.</p> <p><b>Mean Time to Repair/Resolve pre-implementation High Defects is expected to be less than or equal to 72 hours</b></p> <p><b>Mean Time to Repair/Resolve post-implementation High Defects is expected to be less than or equal to 72 hours</b></p> <p>This SLA is calculated as follows: "Mean Time to Repair/Resolve (High Defects)" equals "Total elapsed time it takes to repair High Defect Service Requests" divided by "Total High Defect Service Requests".</p>	Fee at Risk	Monthly

SLA Name	Performance Evaluated	Non-Conformance Remedy	Frequency of Measurement
<b>Mean Time to Repair Medium Defect</b>	<p>The <b>Mean Time to Repair Medium Defect</b> will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all in-scope Medium Defect service requests in the SOW Contract Month. "Time to Repair" is measured from time a Defect is received by the SOW Contractor to the time when the Defect is resolved by the SOW Contractor and the SOW Contractor submits the repair to the State for confirmation of resolution.</p> <p><b>Mean Time to Repair/Resolve pre-implementation Medium Defects is expected to be less than or equal to 7 calendar days</b></p> <p><b>Mean Time to Repair/Resolve post-implementation Medium Defects is expected to be less than or equal to 7 calendar days</b></p> <p>This SLA is calculated as follows: "Mean Time to Repair/Resolve (Medium Defects)" equals "Total elapsed time it takes to repair medium Defect Service Requests" divided by "Total Medium Defect Service Requests".</p>	Fee at Risk	Monthly

The severity levels are defined as follows:

Defect: Defect means a failure of the System to perform in accordance with its requirements, as set forth in the Contract or otherwise agreed in writing by the parties.

- a. Critical Defects: A Critical Defect is one that is defined as:
  - i. renders a business-critical system or service component un-available for execution of work, or
  - ii. affects all users of the System in their ability to execute work activities, or
  - iii. causes violation of State or Federal policy, regulation or law thereby placing the action at risk of audit and/or legal action.
- b. High Defects: A High Defect is one that is defined as:
  - i. renders a function or functions unavailable with no available workaround, and
  - ii. affects either a group or groups of people performing a critical business function
- c. Medium Defects: A Medium Defect is one that is defined as:
  - i. causes a small group of people or a single individual performing an important work function to be unable to perform the function without the use of a workaround.

### 10.3 Order of Priority

Unless otherwise stated elsewhere in this SOW Solicitation, the order of priority for the resulting SOW Contract is as follows:

1. This SOW Terms and Conditions;
2. #0A1317 Contract Attachment Two: Work Requirements and Special Provisions;
3. #0A1317 Contract Attachment Four: General Terms and Conditions.

If there is any inconsistency or conflict between this SOW Solicitation and any provision incorporated by reference by the SOW Contractor, this SOW Solicitation will prevail.

#### Section 11: SOW Solicitation Attachments

Attachment Number	Attachment Name/Title
One	AFFIRMATION AND DISCLOSURE FORM

## Attachment Number One

### AFFIRMATION AND DISCLOSURE FORM

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Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____	_____
(Address)	(City, State, Zip)

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

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

_____	_____
(Address)	(City, State, Zip)

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

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

_____	_____
(Address)	(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

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

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

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_