

**AMENDMENT #2
FOR
RFP NUMBER 0A02014**

DATE AMENDMENT ISSUED: 8/31/01

The State of Ohio, through the Department of Administrative Services, Computer Services Division, for the Office of Budget and Management (OBM) and the Department of Administrative Services (DAS) is issuing this amendment for the Request for Proposals entitled:

Ohio Administrative Knowledge System (OAKS) Business Needs Analysis

DATE RFP ISSUED:	July 31, 2001
INQUIRY PERIOD BEGINS:	July 31, 2001
INQUIRY PERIOD ENDS:	August 30, 2001 at 8:00 A.M.
OPENING DATE:	September 6, 2001
OPENING TIME:	11:00 A.M.
OPENING LOCATION:	Department of Administrative Services Computer Services Division Bid Room 30 East Broad Street, 40 th Floor Columbus, Ohio 43215

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

Specifications and requirements that have been revised are indicated with strikethroughs, bold type and underscores.

Project Team Members – Experience and Qualifications

The Contractor must propose a Project Team which cumulatively meets the minimum requirements specified in the Evaluation Criteria Table in Part Four: Evaluation of Proposals.

One of the criteria on which the State will base the award of the Contract is the quality of the offeror's work team. Switching personnel after the award, except as permitted in Attachment Three, Part Two, Replacement Personnel, will not be accepted without written consent of the State.

For the Work described in this RFP the prime Contractor must be proposed for at least 70% of the work effort. ~~not propose subcontractors for more than 30% of its proposed project team.~~

Milestone, Delivery and Completion Dates. The State intends that this contract will be completed in 36 weeks. Attachment Two of this RFP provides a format which offerors must use to propose delivery and completion dates for each of the deliverables.

Change Control. Project changes are variances from the terms in the Project Plan and associated Scope Statement and Work Plan that could potentially impact the project budget, schedule, or level of risk. Changes to the project will be incorporated into the Project Plan only after both the Project Manager and the Steering Committee approve them. Refer to Attachment 20, State of Ohio ERP PMO.

Step	Action	Responsible
1	Document in writing all proposed changes using Change Request form (Attachment 10).	Project Team
2	Submit proposed changes to Project Manager.	Project Team
3	Project Manager obtains approval from the Executive Project Manager to conduct a Change Impact Analysis regarding this change.	Senior Project Manager
4	Impact Analysis is submitted to the Steering Committee for evaluation.	Executive Project Manager
5	Review and discuss proposed changes and consider impact on project.	Steering Committee
6	Document Steering Committee meeting discussions for proposed change(s).	Project Manager
7	Approve or disapprove the change, if there is no impact to the schedule or budget.	Steering Committee
8	If there is an impact to the schedule or budget, it must be approved or disapproved by the Executive Advisory Committee.	Executive Advisory Committee
9	If the change request is approved by the Executive Advisory Committee, the Executive Project Manager will document the change, and the State will amend the Contract as necessary.	Executive Project Manager

Deliverables Submission Requirements. The Contractor must perform its tasks and produce the required deliverables by the due dates proposed by the Contractor and approved by the State. Deliverables must conform to the standards provided in MIL-STD 498 **which can be found at <http://archive.adaic.com/standards/mil-std-498/pdf>** (<http://stsc.hill.af.mil/doc/resources.asp>). At the time of delivery, the Contractor must submit an original and one (1) copy of each deliverable, plus an electronic copy. The electronic copy must be provided

- c. The name, phone number, email address, and fax number of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Work if the offeror is selected to do the Work;
- e. 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, tax identification number, and principal place of business address;
 - 2. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
 - 3. A description of the portions 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;
- f. A statement that the offeror's Proposal meets all the requirements of this RFP;
- g. A statement that the offeror **is proposed as the prime contractor for at least 70% of the work effort; will not subcontract more than 30% of its proposed project team;** and
- h. A statement that the offeror has not submitted their Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.

Offeror Profile. Each Proposal must include a profile of the offeror's relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); public sector revenue as a percentage of total revenue, number of employees; number of employees engaged in tasks directly related to the Work; ERP revenue as a percentage of total service revenue; the offeror's mission and vision, coverage (e.g., geography and alliances), and the ability to sell and support services in the Midwest; and any other background information that will help the evaluation committee gauge the ability of the offeror to fulfill the obligations of the Contract. In addition, the offeror must identify all alliances they currently have with ERP software vendors, and describe the offeror's experience with ERP software currently on the market.

Offeror Experience. The offeror must include at least three (3) references for which the offeror has provided services on projects that were similar in their nature, size, and scope of work. In addition, the offeror must include **all** State or Province ERP Projects for which the offeror has provided services. These references must relate to work that was completed within the past five (5) years. This RFP includes a reference form as Attachment 13-A. The offeror must use this form and fill it out completely for each reference. If additional space is needed for completion of the form, the offeror must use the back of the form.

If less than three (3) references are provided, the offeror must include information as to why less than three references were provided. The State may disqualify the proposal if less than three references are given.

Offeror Mandatory Requirements.

The offeror is also required to document its experience as it relates to the following five (5) requirements:

- 1. The offeror must have experience as the prime contractor in performing a business needs analysis for a completed ERP project implementation in state government within the past five (5) years. (See Note)
- 2. The offeror must have experience as the prime contractor or subcontractor in a successfully completed ERP project implementation in state government within the past five (5) years. (See Note)
- 3. The offeror must have five (5) years government experience at the federal, state, local or province level.
- 4. The offeror must have experience with and propose a methodology that is consistent with SEI CMM level 2 or better.
- 5. The offeror must be an established entity for a minimum of 10 years.

conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

Proof of Insurance. In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions.

Signed Contract. The offeror must provide two originally signed Contracts that are provided in Attachment ~~Four~~ ~~Seventeen~~. All copies of a proposal may contain copies of the signed Contract. Please indicate on the outside of the binder which proposal contains the original signatures.

Offerors shall not complete the contract effective date. This date will be completed by DAS upon execution of the Contract.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

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

Subcontracting. Only the Contractor may perform the Project, and the Contractor may not enter into subcontracts for the Project 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 Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

If the State authorizes the use of subcontractors, that fact will be noted in the RFP or in a subsequent, written document. The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

For the Work described in this RFP, the prime Contractor must be proposed for at least 70% of the work effort. ~~not propose subcontractors for more than 30% of it's proposed project team.~~

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to 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 must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if both the subcontractor and the Contractor are bound by them. 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 will indemnify the State for the damage.

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

The Contractor will keep a separate account for the Work (the "Work Account"). All payments made from the Work Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Work Account.

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