Solicitation Information
1 JULY 09

RFP# 7065829

TITLE: Case Management System -Office of Rehabilitation Services

SUBMISSION DEADLINE: 28 July 09 @ 2:00 P.M. (Eastern Time)

PRE-BID/PROPOSAL CONFERENCE: No

Questions concerning this solicitation must be received by the Division of Purchases at questions@purchasing.state.ri.us no later than 13 July 09 @ 12:00 Noon (Eastern Time). All correspondence must be in Microsoft Word format. Please reference the RFP Number on all correspondence. Answers to questions received, if any, will be posted on RIVIP as an addendum to the RFP.

SURETY REQUIRED: No
BOND REQUIRED: No

INSURANCE REQUIRED: Yes, RFP Section 1.3.

Jerome D. Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems

Vendors must register on-line at the State of Rhode Island Purchasing Website at www.purchasing.state.ri.us.

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification
.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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ATTACHMENTS

INFORMATION TECHNOLOGY (IT) SUPPLEMENTAL TERMS AND CONDITIONS
ACCEPTABLE USE POLICY
RHODE ISLAND DIVISION OF INFORMATION TECHNOLOGY ENTERPRISE
    CHANGE MANAGEMENT CHARTER

THERE ARE MULTIPLE PARTS TO THIS RFP.
IT IS THE VENDOR'S RESPONSIBILITY TO DOWNLOAD <u>ALL</u> PARTS.

1. INTRODUCTION

1.1 PURPOSE AND OBJECTIVE

The State of Rhode Island by and through the Department of Administration, Division of Purchases ("State") is initiating this Request for Proposals ("RFP") on behalf of the Rhode Island Office of Rehabilitation Services ("ORS"), sometimes hereinafter called "AGENCY" and the Division of Information Technology ("DoIT"), to solicit proposals from firms interested in participating on a project to: procure a **<u>commercial off the shelf web-based client management system</u>** further defined herein in accordance with the terms of this solicitation, the State's Purchasing Law R.I. Gen. Laws Title 37, Chapter 2, Purchasing Regulations, General Conditions of Purchase (available on the Rhode Island Vendor Information Program (RIVIP) Website at www. Purchasing.ri.gov) and the Information Technology (IT) Supplemental Terms and Conditions attached hereto and made a part hereof as Exhibit 1. As a result of this RFP, the successful Vendor will implement a commercial web-based client management system that can be customized to meet ORS/DoIT's unique requirements. It must be in compliance with 34 Code of Federal Regulations (CFR) PARTS 361-399, The Rehabilitation Act of 1973, as amended, and Titles I & IV of the Workforce Investment Act of 1998 to replace the existing client management system. **The anticipated cost of said system must not exceed $350,000 to be amortized over a five (5) year period.**

The selected Vendor will be required to enter into a fixed bid deliverables-based contract.

A fixed-bid Statement of Work (SOW) covering each phase or major work activity of the project engagement will be contained in the final contract. The final SOW will contain a detailed description of the work to be performed, services provided, specific identified deliverables, payment terms related to deliverables and acceptance criteria that will define the successful completion of said contract.

ORS/DoIT expects to establish a list of top scoring Vendors who possess the technical expertise and capacity to satisfy the Agency's Case Management needs. In the event that the selected Vendor is unable to meet the project objectives, ORS/DoIT intends to enter into negotiations with the next highest scoring Vendor.

ORS/DoIT's business objectives are the primary reasons for the project. The most important thing is for the Vendor to deliver a new system and support that assists ORS/DoIT with meeting these objectives.

ORS/DoIT's project objectives include:

- Improve productivity of field staff through an easier to use and more functional system so they have more time with clients, can serve more clients, and will achieve higher success rates.
- Provide acceptable response time.
- Improve ease and flexibility of access to information and reports.
- Improve long term system support to enable faster and more certain enhancements to apply best practices and stay current with federal requirements.

1.2 INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

- Potential offerors are advised to review all sections of this RFP carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by the RFP will be rejected as non-responsive.

- All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the Offeror. The State assumes no responsibility for these costs.

- Proposals are considered to be irrevocable for a period of not less than one hundred and twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent or Chief Purchasing Officer.

- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of the opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clocks in either the mail sorting or reception areas of the Division of Purchases.   PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES SHALL NOT BE CONSIDERED.

- It is intended that an award pursuant to this RFP will be made to a prime contractor(s) who will assume responsibility for all aspects of the work. Joint ventures shall be considered, so long as the contractor's duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401) 222-3040.

- Bidders are advised that all materials submitted to the State for consideration in response to this RFP shall be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

- This is a RFP, not an Invitation for Bid. In addition to price, responses will be evaluated on a variety of criteria.

- There will be no public opening and reading of responses received pursuant to this RFP, other than to name those vendors who have submitted responses.

- The State of Rhode Island has a goal of ten percent (10%) participation by MBE's in all State procurements. For further information, visit the website www.mbe.ri.gov. To speak with an MBE officer call (401) 574-8253 or cnewton@gw.doa.state.ri.us.

- Equal Employment Opportunity (RIGL 28-5.1)

- § 28-5.1-1 Declaration of policy. – (a) Equal Opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the State dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office at (401) 222-3090.

- **Interested parties are instructed to peruse the Division of Purchases' website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.**

- **If you wish to seek to do business with the State of Rhode Island, you must register and utilize the E-Verify Program. Please refer to www.dhs.gov/E-Verify or the Division of Purchases website at www.purchasing.ri.gov for more information.**

1.3   ADDITIONAL TERMS AND CONDITIONS

- The State may require criminal background (BCI) checks to be performed at Contractor's expense, prior to individuals beginning work on the project. Contractor shall not assign any person to perform services if that person's background check is unsatisfactory. Contractor shall provide the State with a certification that Contractor has performed a criminal background check that resulted in a satisfactory conclusion for each Contractor personnel prior to such person performing services under this RFP. Further, Contractor shall provide adequate backup documentation to the State, upon request, to demonstrate support for the certification.
- Contractor shall adhere to applicable DoIT policies including, but not limited to, the Acceptable Use Policy and Enterprise Change Management Charter, attached hereto and made a part hereof as Exhibits 2 & 3.
- Contractor may be required to sign a Nondisclosure agreement and a HIPAA Business Associate Agreement.
- The winning Contractor shall be required to have the following insurance:

Throughout the Term of the Agreement the Contractor shall procure and maintain at its own cost and expense (and require any of its subcontractors to procure and maintain the same insurance requirements), and provide to the State and Agency the following insurance policies in the amounts prescribed. Such insurance policies, unless otherwise specified, shall name the State and Agency as an additional insured. Contractor shall not name the State and Agency as an additional insured in policies of workers compensation. Certificates of Insurance, acceptable to State, shall be submitted to the State by Contractor at its own expense prior to issuance of a Purchase Order and shall be renewed and provided to the State annually or earlier upon expiration or renewal of any of the policies, evidencing the following insurance:
1. General comprehensive liability insurance policy based on Insurance Service Office (ISO) policy forms or equivalent forms with the following minimum coverage with respect to the services and other operations performed pursuant to this Agreement by Contractor, its employees, subcontractors, agents and its invitees:
Bodily Injury and Property Damage $1,000,000 each occurrence and $2,000,000 aggregate.
Personal and Advertising Injury $1,000,000 each occurrence and $2,000,000 aggregate.
Independent Contractors $1,000,000 each occurrence and $2,000,000 aggregate.
Contractual Liability $1,000,000 each occurrence and $2,000,000 aggregate.
Products and Completed Operations $1,000,000 each occurrence and $2,000,000 aggregate.
2. Vehicle liability for any owned, leased, non-owned or hired vehicle operated by anyone with the permission of the Contractor using ISO forms or equivalent Combined Single Limit $1,000,000 each occurrence.
3. Workers Compensation insurance for Contractor as required by applicable federal and state law statutory limit, including employers liability $500,000 each accident/ $500,000 each disease each employee/ $500,000 disease policy limit. Contractor and any subcontactor warrant that any person supplied under this Agreement are its respective employees or it shall provide insurance protection acceptable to the Purchasing Agent.
4. Technology Errors and Omissions Insurance to include:
Errors and Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury with a limit of $2,000,000 in the aggregate.
If the Technology Errors and Omissions Insurance is on a claims made basis, the loss retroactive date must precede the date of inception of the Agreement, and coverage must be maintained in full force for three years upon termination of the work. Insured will include any individual who

is an agent or independent contractor while acting within the scope of his or her contract with the named insured under this agreement.

6. The State and Agency will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State and Agency under this agreement shall not be limited by the insurance required in this agreement.

7. Contractor shall submit to the State a copy of each policy's endorsement evidencing the State and Agency as an additional insured.

8. Contractor agrees to release right of recovery against the State and Agency and seek a waiver of subrogation by any insurer of Contractor.

9. A provision that Contractor's insurance shall be primary as respect to any insurance, self-insurance or self-retention maintained by the State and Agency shall be in excess of the Contractor's insurance and shall not contribute.

10. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the Contractor or its insurer(s) to the State and Agency. Any failure to comply with the reporting provisions shall be grounds for termination of the agreement. If State or Agency are damaged by Contractor's failure to maintain such insurance, then Contractor shall be responsible for all costs and damages attributable thereto.

11. Insurance coverage required under this agreement shall be obtained from insurance companies acceptable to the State and authorized to write this type of insurance in the State. The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance. The Contractor shall disclose to State the amount of any deductible, self-insured retention and/or self-insurance. The State reserves the right to reject any such insurance as non-complying based on the amount of the deductible, self-insured retention and/or self-insurance.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

1.4   ORS BACKGROUND

ORS is a State Rehabilitation Agency that offers assistance to persons who are in need of rehabilitative services to prepare them to work. We also provide various services for employers interested in accommodating or hiring workers with vision loss. We open doors of opportunity for individuals to: pursue their dreams, determine their goals, develop their skills and abilities, and participate socially and economically in the community. Our programs assist Rhode Islanders to lead independent, productive lives.

The staff consists of over 100 professionals within the Combined ORS/Services for the Blind mission. There are also peripherals consisting of document and color printers, scanners, pamphlet quality reproduction equipment, etc.

A study was conducted in 2000 to address the issue of inadequate product support for the existing Client Management system. In lieu of a major purchase, the Agency completed a major internal redesign to upgrade the user interface from a text-based screen to a Windows-like graphical interface emulation.

Issues with Case Notes integration, problems with accessibility for Blind Counselors and usability of the application have continued. Customers of the system ("Counselors") have clearly communicated to executive management that they believe a new system is required to address their concerns.

1.5   ORS' BUSINESS PROCESS

ORS' business process involves the activities listed below:
- Tracking client demographic information;
- Developing plans for client rehabilitation;
- Tracking clients (open, close, eligibility, economics, disability plans);

- Tracking client progress notes for documentation purposes;
- Generating automated forms and communications to clients;
- Tracking client purchase orders and disbursements;
- Reporting for state and federal purposes;
- Producing internal financial reports;
- Tracking vendors;
- Tracking specialized fee codes associated with our vendors and services;
- Providing extensive reporting for client support and client tracking;
- Communicating with private sector service providers and vendors;
- Compiling statistical data, and ad hoc reports on requests; and,
- Tracking Ticket to Work data.

1.6 SCOPE

ORS and DoIT are soliciting proposals for the procurement of a **commercial off the-shelf web-based client management system that can be customized and meet ORS/DoIT's unique requirements. It must be in compliance with 34 Code of Federal Regulations (CFR), PARTS 361-399**. The Rehabilitation Act of 1973, as amended, Titles I & IV of the Workforce Investment Act of 1998 to replace the existing client management system.

The objective of this RFP is to provide the Vendor with sufficient information and guidance to propose a fixed bid price and realistic schedule and plan for, installation, customization, data conversion, implementation, training, and technical consulting to successfully implement the new client management system and assist ORS in the smooth transition from our current system into the new Case Management System.

1.7 ORS/DoIT RESPONSIBILITIES

ORS / DoIT shall:
- Provide a project manager and a project team
- Support the Vendor in finalizing business and technology requirements
- Facilitate the contract vendor's access to internal and external entities and information in a timely manner
- Expeditiously respond to inquiries or requests
- Be available for consultation to resolve issues throughout the project

1.8 VENDOR'S RESPONSIBILITIES

The Vendor team is to be appropriately staffed to effectively deliver all services proposed. The Vendor shall provide:

- Project Management – A project manager with documented experience managing similar software development projects, leading similar teams and administering project processes in a consistent and collaborative manner.
- Technical Management – Documented experience with the proposed application, current web-based technologies, network security, server administration, database administration, data conversion (migration of INFORMIX data), telecommunications, and software specification, development and testing.
- Implementation and Training Management – Documented experience with current web-based technologies, needs assessment, reporting tools, and documentation.

The Vendor shall be expected to:

- Conduct a needs assessment to produce functional requirements including the detailed business requirements and detailed technology requirements

- Produce a conceptual product plan and design in collaboration with ORS and the Office of Financial Management (for the state financial systems interface)
- Produce final design of the product
- Customize the product application including custom development if required.
- Test the functional application
- Install, deploy and test the product
- Convert existing case management data for use by the product
- Create financial data files to interface with the state financial system
- Document the functional product for users and system administrators
- Train ORS on the use and administration of the system
- Provide ongoing support and updates for the product under a maintenance contract

1.9   MINIMUM QUALIFICATIONS

The Vendor must have:
- A minimum of two completed successful installations with similar VR or similar clients with at least 6 months of successful agency program support operation (post-installation).
- Specific domain expertise in Vocational Rehabilitation and Independent Living Client Management.

1.10   DEFINITIONS

Definitions for the purposes of this RFP include:

RIFANS: Agency Financial Reporting System

Agency: The Office of Rehabilitation Services is the agency of the State of Rhode Island that will utilize the goods and services procured as a result of this RFP procurement.

Business Days and Hours: Monday through Friday, 8:30 AM to 4:00 PM local time Providence, Rhode Island, except for holidays observed by the State of Rhode Island.

Contractor: Individual or company whose proposal has been accepted by the State and is awarded a fully executed, written contract and Purchase Order.

DoIT: The Rhode Island State Department of Administration Division of Information Technology.

ORS: Office of Rehabilitation Services

DOA: Rhode Island State Department of Administration.

IL: Independent Living Program. The federally mandated Independent Living Program teaches recently blinded Rhode Islanders how to continue living in their homes after vision loss.

Mandatory: The requirement is mandatory, and the Vendor's response will be evaluated on a pass/fail basis.

Mandatory Scored: The requirement is mandatory, and the Vendor's response will be scored utilizing a point evaluation criteria.

Proposal: A formal offer submitted in response to this solicitation.

Division of Purchases: The <u>Rhode Island State Department of Administration, Division of Purchases</u>is the department of the State of Rhode Island that is issuing this RFP on behalf of the <u>Office of Rehabilitation Services</u>and DoIT.

RSA Rehabilitative Services Administration

SFY: State Fiscal Year

Vendor: Individual or company, including its employees and agents submitting a proposal in order to attain a contract with the AGENCY. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

ORS: Office of Vocational Rehabilitation, The RI Vocational Rehabilitation Services Program (VR program) is authorized by Title I of the Rehabilitation Act of 1973, as amended (Act) (29 U.S.C. 701-744). The VR program provides support to each State to assist it in operating a statewide comprehensive, coordinated, effective, efficient, and accountable State program, as an integral part of a statewide workforce investment system, to assess, plan, develop, and provide vocational rehabilitation (VR) services for individuals with disabilities so that those individuals may prepare for and engage in gainful employment consistent with their strengths, priorities, concerns, abilities, capabilities, interests, and informed choice.

2   GENERAL INFORMATION FOR VENDORS

2.1   ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Event	Date
Issue RFP	
Vendor Questions due	
Response to Vendor Questions (via addendum, as needed)	TBD
Proposals Due	

The AGENCY reserves the right to revise the above schedule as necessary.

2.2   SUBMISSION OF PROPOSALS

Successful proposals must contain: (1) five (5) complete original paper versions and one (1) electronic version of all required sections on a CD-ROM in the format and sequence outlined in Attachment A; (2) A completed and signed in ink RIVIP-generated Bidder Certification Cover Form (downloaded from the R.I. Division of Purchases Internet home page at www.purchasing.ri.gov must be attached to the front of the offer (Vendor must be registered on the Purchasing Website to generate the Cover Sheet); and, (3) A completed and signed W-9 Taxpayer Identification Number and Certification Form, which may be downloaded from www.purchasing.ri.gov. Responses should be mailed or hand-delivered in a sealed envelope marked RFP #7065829 "Case Management System" to:

<div align="center">

R.I Dept, of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

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The Vendor assumes responsibility for proposals submitted by mail or commercial delivery service. Proposals misdirected to other State locations or which are otherwise not

present in the Division of Purchases at the time of opening, for any cause, will be determined to be late and will not be considered. The "official" time clock is located in the mail sorting or reception area of the Division of Purchases. Faxed or e-mailed proposals will not be considered.

All proposals and any accompanying documentation become the property of the Division of Purchases and shall not be returned.

Any additional information pertaining to this RFP or changes in the timeline may be posted on an as-needed basis. It is the responsibility of the Bidder to regularly review the RIVIP website (www.purchasing.ri.gov) to check for any additional postings.

It is strongly suggested that the Vendor mark this RFP on the RIVIP Vendor Watchlist for ease of monitoring critical information and amendments. Assistance in using this RIVIP feature can be obtained by reviewing the online tutorials available under the Vendor Center Section or by contacting the RIVIP Help Desk at (401) 574-8100

Proposals received will be accepted as the Vendor's proposal submission in order of submission (i.e., the latest submission will be considered the Vendors final proposal).
Note: In a joint effort to save costs, reduce waste and produce energy savings, Offerors are encouraged to use double-sided printing.
If Vendor has multiple approaches to satisfying this RFP they are encouraged to submit multiple responses. To submit more than one proposal, the vendor must submit a unique separate proposal for each alternative approach. In order to be deemed responsive, the alternate proposal(s) must meet all criteria as stated within this RFP, Section 3. Failure to submit a complete alternate proposal may be caused to have that proposal deemed non-responsive.
Offerors are to clearly mark any alternative proposal as "PROPOSAL B, PROPOSAL C" etc. Failure to clearly identify an alternate proposal may cause that proposal to be deemed non-responsive.
Alternate Proposal will be evaluated in their entirety and on their own merits.
Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

2.3   PROPOSAL CONTENTS

Proposals submitted hard copy must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper, organized within a binder or folder, with tabs separating the major sections of the proposal and clearly labeled, The major sections of the proposal are to be submitted in the order presented in Section 3: Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response. **Cost proposals must be submitted in a separate sealed envelope.**
Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; Items marked "scored" are those that are awarded points as part of the evaluation conducted by the Technical Review Committee.

2.4   ESTIMATED TIMEFRAMES

The project will begin upon contract award. The target date for contract award is (TO BE DETERMINED). The anticipated duration of the project spans State Fiscal Years (SFY). The Vendor response must include a project work plan that supports this schedule with identified milestones and deliverables as described in this request. Proposals must provide 120 days for acceptance by State from the due date for receipt of proposals.

2.5   MOST FAVORABLE TERMS

The State reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor can propose. The State reserves the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Vendor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the State.

2.6   RESPONSIVENESS

All proposals will be reviewed by the Technical Review Committee to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The Purchasing Agent also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.7   REJECTION OF PROPOSALS

State will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. The State reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP. The proposer is specifically notified that failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive. The State reserves the right, at its sole discretion, to reject any and all proposals received without penalty, or not to issue a contract as a result of this RFP and to act in its best interests.

2.8   NOTICE OF AWARD

Notification of the Apparent Successful Vendor will be posted on the Department of Administration, Division of Purchases' website.

2.9   CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract. The term of the contract shall be for five(5) years from the date of the Purchase Order. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The State will review requested exceptions and accept or reject the same at its sole discretion.

2.10   COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.11   PRICE WARRANTY

Each proposal warrants that the costs quoted for services in response to this RFP are not in excess of those charged any other client for the same services performed as specified herein.

2.12   ELECTRONIC PAYMENT

The State of Rhode Island prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.13 NECESSARY ANCILLARY EQUIPMENT, SOFTWARE AND SERVICES

Unless specifically identified by the terms of this procurement, all ancillary software, hardware, services, or accessories (cables, power converters, display devices, etc.) ordinarily furnished or required by the Vendor to perform the services outlined in the scope of work shall be furnished by the Vendor at no additional cost to the Agency.

2.14 PROPOSAL CONFORMITY

By submitting a response to this solicitation, the vendor attests that the product, supplies or services conform to specified contract requirements.

3   VENDOR SUBMITTALS

In order to ensure uniform responses and fairly assess information provided each Vendor; proposals shall consist of the following sections in order:

3.1   SECTION 1: LETTER OF SUBMITTAL (MANDATORY PASS/FAIL)

The Letter of Submittal (Mandatory) and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. The letter should indicate which RFP amendments, if any, the Vendor has received.

Along with introductory remarks, the Letter of Submittal is to include by attachment the following information:

3.1.1   VENDOR AND SUBCONTRACTOR INFORMATION (MANDATORY REQUIREMENTS)

- Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Federal Employer Tax Identification number or Social Security number and the Rhode Island Uniform Business Identification (UBI) number issued by the State of Rhode Island Department of Revenue.
- Company must be based in the United States.
- Contract Administrator, Name, title, address, email, phone and fax numbers of Vendor's Contract Administrator Contact. This person will be sole contact for your company to receive notifications of ASV and Subsequent Work Requests, as applicable.
- Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined by the State that a conflict of interest exists; the Vendor may be disqualified from further consideration for the award of a contract.

3.1.2   Required Vendor Information Form

3.1.2.1   Vendor Identifying Information

Vendor Name and Address
Name, address, principle place of business, and telephone number of legal entity with whom contract is to be written.

Name:
Address:
City, State, Zip:
Phone: (   )
Email:
Company Internet Website:

3.1.2.2 Location Address (if different from above)

Address:
City, State, Zip:

3.1.2.3 Principle Officers

Name, address, and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

Name & Title:
Address:
City, State, Zip
Phone:
Email: (   )

3.1.2.4 Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status:
Year Established:

3.1.2.5 Employer Identification

Federal employer ID number issued by the Department of Revenue. Sole proprietorships and individuals may provide their Social Security number in lieu of a Federal Tax Identification Number.

Fed. I.D.

3.1.2.6 Vendor Billing Information

Name, billing address, and telephone number of legal entity with whom contract is to be written.

Name:
Address:
City, State, Zip:
Phone: (   )
E-Mail

3.1.2.7 Contract Administrator

Name, title, address, email, phone, and fax numbers for Vendor's Contract Administrator Contact. This person will be sole contact for your company.

Name:	
Address:	
City, State, Zip	
Phone:	( )
E-Mail	( )
Fax:	

3.1.2.8 RFP Contact (if different form Contract Administrator)

Name, title, address, email, phone, and fax numbers for <u>Vendor's RFP Contact</u>

Name:	
Address:	
City, State, Zip	
Phone:	( )
E-Mail	( )
Fax:	

3.1.2.9 State Employee's

Company:	
Agency:	
Title:	
Separation Date:	

3.1.3 FINANCIAL INFORMATION (MANDATORY)

- **Financial Stability**: The vendor must demonstrate its financial stability by providing ORS with copies of audited financial statements for the last three (3) fiscal years. In addition, the Vendor must demonstrate its ability to continue as a viable business partner by submitting adequate information to demonstrate the profitability and financial resources required to fulfill its commitments for the term of the contract.

- **Statements**: If the Vendor does not have audited financial statements, three years un-audited financial statements must be provided. If the Vendor is newly organized, such that three years relevant historical financial statements are not available, a thorough discussion of its capitalization and financial strength may be substituted.

- **Ongoing Information**: ORS shall exercise its sole discretion in evaluating such information. If the Vendor is selected, all pertinent financial information shall be submitted to ORS/DoIT on an on-going annual basis.

3.1.4 RELATED INFORMATION (MANDATORY)

- **Contracts**. If the Vendor or any subcontractor contracted with the State of Rhode Island during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- **Staff.** If the Vendor's staff or subcontractor's staff was an employee of the State of Rhode Island, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- **Terminations**. If the Vendor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Vendor or litigated and such litigation determined that the Vendor was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Vendor's position on the matter. The State will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor has experienced no such termination for default in the past five years, so indicate.

3.1.5 Terminations

Termination:
Reason:

3.1.6 MINIMUM QUALIFICATIONS (MANDATORY)

The Vendor must have:
- A minimum of two completed successful installations with similar VR or similar clients with at least 6 months of successful agency program support operation (post-installation).
- Specific domain expertise in Vocational Rehabilitation and Independent Living Client Management.

Failure to receive a pass of these mandatory requirements in Section 1 by all members of the Technical Review Committee will be grounds for deeming the proposal non-responsive to the RFP and will result in the elimination of the proposal from further consideration.

3.2 Section 2: EXECUTIVE SUMMARY (MANDATORY & SCORED)

The Vendor shall provide an Executive Summary to be written in non technical language to provide an overview of the Vendor's overall approach, methodology, strategy and capabilities for accomplishing the requested services; to demonstrate understanding of the requirements and objectives; and highlight experience with similar projects

3.3 SECTION 3: MANAGEMENT (MANDATORY & SCORED)

The Vendor shall provide a description of the proposed project team, staff qualifications, and experience that indicates they have the organizational structure and technical ability to provide the services needed to complete the project. This section should include all the following elements:

3.3.1 Project Team Structure/Internal Controls

Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this

potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work. The Vendor shall include a description of the management style established and the methodology to be used to control costs, services, reliability and to maintain schedules; as well as the means of coordination and communication between the organization and ORS/DoIT.

3.3.2 Staff Qualifications:

Identify staff, including subcontractors, who will be assigned to the potential contract, indicate the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named Project Management staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments tenure with the firm and any other pertinent information. The Vendor must commit that the staff proposed for this work will actually perform the contracted services. The bidder, by submitting a proposal, agrees that he/she will not remove the selected staff person without the prior approval of the ORS Project Manager or upon the request of the ORS Project Manager. If removal is permitted, the bidder agrees that it will submit the name and resume of the proposed replacement (who must meet the qualifications/experience requirements) for the ORS/DoIt Project Manager's review and written approval before the individual is assigned responsibility for services of any Work Order awarded as a result of this RFP.

3.3.3 Experience of the Vendor

Indicate the experience the Vendor and any subcontractors have in the following areas. The Vendor is requested to provide relevant information about:

- Experience managing similar or related projects to successful conclusions
- Knowledge of the VR and IL Client Management business and system requirements
- A thorough description of two (2) related projects (on-going or completed) where the proposed product was implemented .
- Experience with VR and IL system data conversions including any legacy system .
- Experience providing implementation planning and training for similar projects
- Experience providing ongoing enhancements, help desk and system support for similar projects
- Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.
- Include a list of contracts the Vendor has had during the last five years that relate to the Vendor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.
- Provide references from two complete successful installations with similar VR or similar clients with at least 6 months of successful operation post installation; include contact names, telephone numbers and email addresses.

NOTE: By placing a contact name on the proposal, the Vendor is granting permission for the Technical Review Committee to contact this person regarding this RFP. These contact persons may be used to validate any information provided on the proposal. It is the Vendor's responsibility to alert the contact that they have been named as a potential reference. The Technical Review Committee reserves the right to contact other persons/entities not listed as references.

3.4 SECTION 4: TECHNICAL CAPABILITY AND APPROACH (MANDATORY & SCORED)

The Vendor shall provide a comprehensive description of their proposed services including the following elements

3.4.1 Vendor's Technical Capabilities

The Vendor shall provide a description of their technical capabilities and approach to development of their product, supporting and maintaining currency of their product over time, control over quality of their product, involvement of their users in ongoing enhancements, their use of technologies within their product and their training plan for staff to maintain a viable workforce.

3.4.2 Vendor Facility Capabilities and Work Location Plan

The Vendor shall provide a description and location of the Vendor's facilities as they currently exist and as they will be employed for the purpose of this work. Describe plans for work to be completed on site at ORS and work to be completed remotely. Describe the tools available to Vendor software support personnel such as problem resolution databases, communication facilitate and resources, development and test environments, prototyping capabilities, and other capabilities relevant to the success of this project.

3.4.3 Approach & Methodology to Technical Deliverables

The Vendor shall explain the approach, and methodology to be used in accomplishing the tasks to produce the deliverables and achieve milestone objectives described in the SCOPE OF WORK (ATTACHMENT B). The Vendor approach and methodology should clearly describe the Vendor's systematic process used to produce the proposed technical deliverables. The approach should describe how they will accomplish the scope of work and demonstrate their understanding of the project. For known development requirements such as the database migration and financial system interface, the Vendor will describe the strategy and technical approach to be used. The Vendor should describe where significant development challenges may be anticipated and actions planned to mitigate risk and control cost. Any specific techniques to be used should be described. Vendors should specifically state assumptions associated with completion of each deliverable proposed.

3.4.4 Configuration Management

The Vendor will identify the software package its current version, their version update plan and revision cycle. Further, describe how and at what level the agency is to be involved in the revision process.

The Vendor will identify system modules and software configuration items and describe how agency requirements will be allocated and tracked through the development process and verified in item and system testing. The plan will describe any unique or recommended software, hardware or operating systems that would be required to implement the Vendor's system. These items will be separately priced by ORS/DoIT.

3.4.5 Work Plan (Project Schedule)

The Vendor shall provide a Work Plan which describes the timeline and level of effort they will need to achieve the project objectives and milestones described in the SCOPE OF WORK (ATTACHMENT B) including the deliverables identified in the previous section. The Vendor plan will include:

- Start and end dates, the duration for each project phase and deliverable milestones.
- The percent of overall effort for each phase

- Clear designation of all deliverables.
- Estimated staff hours (Vendor and ORS/DoIT separately) that will be required to perform the work to reach each phase and deliverable milestone.
- Contingency – designate buffers or other provisions in the plan included as contingency for resolution of unforeseen problems or delays.

3.4.5   Quality Assurance

The Vendor shall describe their approach to quality control throughout the project that identifies frequency and content of scheduled reviews of work progress, testing approaches, and other approaches used to assure that the product delivered will satisfy ORS/DoIT objectives within project constraints. If you have a written formal process for managing this process please provide copies of those forms

3.4.6   User Training

The Vendor shall describe their
- Training capabilities and features. This should include a self study training mode that would be available to ORS staff.
- Training scheduled for each project phase described in the SCOPE OF WORK (ATTACHMENT B). Training costs will be included in the Vendor Price Proposal for each project phase.
- Level of on-line help to be provided with the Vendor system.

3.4.7   Warranty and Support

The Vendor shall describe the services to be provided to support the fielded application. This shall include services provided during the Maintenance and Support Phase described in the SCOPE OF WORK (ATTACHMENT B). The objective of the Maintenance and Support Phase is to provide a high level of initial support to expedite ORS/DoIt's "learning curve" and appropriate levels of technical support to identify and correct system problems not discovered during Acceptance Test in order to quickly mature the fielded system and to minimize the time required for staff to achieve the full benefit of system capabilities. Deliverables in this phase include the Vendor on-going Maintenance and Support Agreement and Product Warranty.

3.4.8   Maintenance and Support Agreement

The Vendor shall provide a copy of the proposed product Maintenance and Support Agreement . The proposed Maintenance and Support Agreement costs will be included in the Price Proposal, Section 7.

ORS requires that a justification for proposed Maintenance and Support Agreement system maintenance and upgrade costs be included in the Price Proposal Section. Support costs will be used to evaluate the acceptability of the Vendor's proposal over all. In this section, the Vendor should itemize in detail the service and support to be included in the initial Maintenance and Support Agreement and how pricing for renewal periods will be done. Costs with a Not-to-Exceed cap will be evaluated positively.

The services provided for ongoing support must be described in detail. If costs vary based on some quantity, the quantity used in the calculation must be disclosed (ORS users, Primary Clients, Total Clients, percent per year etc.). Costs based on transaction volumes, communication time, media storage and other parameters outside the control of ORS/DoIT will not receive a favorable evaluation. The Vendor shall describe its:

- Software support and maintenance philosophy.
- Software problem resolution process and procedures including response time frames.

- Proposed post installation support including the types of help and support that will be available
- Product support history and average frequency of product version updates.
- Vendor support personnel, experience and training level and hours of availability. Indicate any times that support is not available. Support must be provided Monday through Friday, 8:30 am to 4:00pm Eastern Time.
- Support response process by :
- Detailing how repair tasks are completed
- Describing back-up measures for absent repair personnel
- Describing the facilities available to software support personnel such as problem resolution databases, communications facilities and resources.

3.4.9 Product Warranty

The Vendor shall provide a copy of the proposed product Warranty. The Warranty shall be included as part of the Maintenance and Support Agreement and describe:

- How the Vendor warrants that all product(s)/services offered under this contract will be free from defects in workmanship and conform to the requirements of this proposal.
- Whether the Vendor agrees that the products/services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products/services.
- Whether the vendor shall furnish without additional cost to ORS/DoIT all maintenance (service, parts, documentation, support and labor) for a warranty period following ORS acceptance of each module of the system whether installed as part of the initial system or installed during the life of the Maintenance and Support contract. If so, what would the warranty period be? Verification by ORS/DoIT that the modules work properly may be considered Acceptance. For example, will upgrade modules acquired subsequent to contract award be warranted for one year following their in-service date? Would this provision apply to all systems procured after contract award? Does the warranty cover preventive and remedial maintenance?
- Would there be additional charge to ORS/DoIT for diagnostic services required to isolate trouble or malfunctions during the warranty or maintenance period?
- Will the contractor provide a copy of the applicable commercial warranty with each item covered by such a warranty, at no additional cost to the State of Rhode Island?

3.5   SECTION 5: VENDOR PRODUCT (MANDATORY & SCORED)

The Vendor will describe the technical capability of the proposed system to meet ORS/DoIT system requirements and how the system provides the functionality to help ORS achieve desired business objectives.

3.5.1   SYSTEM REQUIREMENTS:

The Vendor shall explain the technical capabilities of the proposed system and how it meets the technical requirements included in the SYSTEM REQUIREMENTS section (ATTACHMENT C). The requirements within this section are organized in the following five categories:

1. System-wide Requirements
2. Client Management Requirements
3. Financial Module Requirements
4. Reporting Requirements
5. Other Functionality

The requirements in this section are considered the capabilities that the product delivered by the Vendor must meet or exceed. The Vendor Product Plan will include written documentation describing the differences between the Vendor's current system and ORS/DoIT requirements.   For requirements requiring additional development and cost the vendor will describe the effort required and clearly identify associated development in hours in the Vendor Work Plan and associated rates in the Price Proposal. Development requirements will also be indicated in the REQUIREMENTS MATRIX (ATTACHMENT E). The Vendor proposal will clearly identify all data elements and reports that are required by the Rehabilitative Services Administration (RSA) and identify existing system functionality that assists in providing services within RSA requirements and guidelines.

3.5.2   DESIRED SYSTEM CHARACTERISTICS:

Are included in (ATTACHMENT D). The system characteristics in this section describe ORS client management issues and opportunities for improvement. The Vendor is invited to describe how their system is capable of addressing these issues to help meet the business objectives of the project.

3.6   SECTION 6: REQUIREMENTS MANAGEMENT (MANDATORY & SCORED)

The Vendor Proposal will include a completed Requirements Matrix (RM) (ATTACHMENT E). The RM is a summary table of system requirements as seen by ORS/DoIT which are extracted from the SYSTEM REQUIREMENTS section (ATTACHMENT C). The RCM will be used initially as an evaluation tool to determine the scope of development activity required for each Vendor Proposal. The Vendor will compare system capability with the requirements listed and assign the appropriate Development Code to the requirement. For requirements requiring additional development and cost the vendor will describe the effort required and clearly identify associated development time in the Vendor Work Plan and cost in the Price Proposal.

Throughout the project, the RM will be used to ensure that requirements are included in appropriate assessment, design, development, test and acceptance activities

3.7   SECTION 7: PRICE PROPOSAL (MANDATORY & SCORED)

COST PROPOSALS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND BE ORGANIZED WITHIN A BINDER OR FOLDER, WITH SEPARATOR PAGES AND CLEARLY LABELED. IT MUST INCLUDE THE FOLLOWING:

The Price Proposal information shall be submitted in the format provided.
The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal offers the best overall value to ORS/DoIT. The Price Proposal will be scored in relation to other proposed prices being offered; a proportional score will be assigned in relation to average submitted pricing.

ORS/DoIT require each vendor to submit a price proposal based on an initial development estimated at 6 to 12 months. The Vendor will submit a second price proposal for information only as a contingency based on a longer term development of approximately 12 to 24 months.

Vendors are required to collect and pay Rhode Island state sales tax, if applicable.

3.7.1   ITEMIZATION

The project will be completed in phases as described in the SCOPE OF WORK section (ATTACHMENT B). Each phase lists expected activity, document, software configuration

item etc. deliverables. The milestones described below are the project review points at which the adequacy of deliverables will be assessed and milestone payments made based on project progress. These reviews include:

System Requirements Review (SRR). The purpose of the SRR is to review the system requirements and specifications to ensure the documented requirements reflect the current expectations of ORS, to identify requirements that may not be consistent with project constraints, and to put the requirements document under version control to serve as a stable baseline for continued product development.

Initial Design Review (IDR). The purpose of the IDR is to review the Vendor's conceptual design approach to ensure that the planned technical approach will meet baseline requirements.

Preliminary Design Review (PDR). The purpose of the PDR is to review the Vendor's design to ensure that the technical approach will meet baseline requirements and that the design is ready for software development.

Critical Design Review (CDR). The purpose of the CDR is to review software development to ensure that the design has been successfully implemented and meets baseline requirements and is ready for testing.

Test Readiness Review (TRR). The purpose of the TRR is to review preparations and readiness for testing of software configuration items, including adequate version identification of software and test procedures.

Production Readiness Review (PRR). The purpose of the PRR is to ensure that the software development testing has demonstrated that the system completely and accurately meets design baseline requirements, is accurately documented and ready for formal release for implementation

The Vendor will describe the services that will be provided to support the application under a three year maintenance agreement. The Maintenance period will have a monthly charge included in the Price Proposal.

ORS/DoIT require that a justification for proposed Support Agreement system maintenance and upgrade costs be included in the Price Proposal Section. Support costs will be used to evaluate the acceptability of the Vendor's proposal overall. In this section, the Vendor should itemize in detail the service and support to be included in the initial Support Agreement and how pricing for renewal periods subsequent to the three year maintenance agreement will be done. Support costs with a Not-to-Exceed cap will be evaluated positively.

3.7.2   Pricing

All prices submitted with the proposal must be submitted in the format provided below. Vendors must provide pricing for items specifically requested; however, vendors should provide pricing information for any and all other software, services, labor, training, materials and documentation, maintenance, and/or licenses even if not specified on the pricing sheets.

NOTE: The Vendor may propose additional detailed costs and progress payment schedules within each phase (by software component, development activity, software module etc.) but the summary format depicted below must be provided.
Payment will be made on completion of mutually agreed upon deliverables. Written acceptance of each milestone by ORS must be made within 14 days of completion.

Milestone payment on each deliverable will be made upon the completion of each completed milestone calculated against the actual hours performed less 20% quality assurance holdback. Hours will be tracked through a billing acknowledgement form. No invoices will be prepared without a ORS approved billing acknowledgment.

The table below is a sample for the purpose of clarifying the required information and the format to be used.
Column "A" represents the Project Phase and Milestones within the phase.
Column "B" represents the Number of Vendor Man Hours to Complete Each Milestone
Column "C" will depict the Date of Milestone Completion
Column "D" is the amount of payment expected for completion of the associated Milestone/Phase
Column "E" is used to show the Percent of Overall Project required to complete the Milestone/Phase (The total percent of effort will add up to 100%).

Sample Form

A Project Phase Payment Milestone(s)	B Number of Man Hrs to Complete	C Date of Milestone/Phase Completion	D Milestone/Phase Payment	E Percent of Project
Contract Award			-	
Needs Assessment Phase Systems Requirements Review				
Planning Phase Plan Acceptance				
Design Phase Initial Design Review Preliminary Design Review				
Development Phase Critical Design Review				
Testing Phase Test Readiness Review Production Readiness Review				
Implementation Phase System Acceptance Testing				
Maintenance and Support Phase Support Agreement				
Totals				

FIRST FISCAL YEAR Contract Amount: _____
SECOND FISCAL YEAR Contract Amount: _____
THIRD FISCAL YEAR Contract Amount: _____

TOTAL Contract Amount: _____

Support Agreement costs are defined below separate form Development & Implementation Costs.

SUPPORT AGREEMENT COST	PER MONTH:	PER YEAR
FIRST FISCAL YEAR	_____	_____
SECOND FISCAL YEAR	_____	_____
THIRD FISCAL YEAR	_____	_____
TOTAL 3 FY SUPPORT COST	_____	_____

The above breakdown is being provided as an example for informational purposes only, your proposed project percentage, hours to complete, milestone completion dates and proposed payments may differ from this example.

3.7.2.1 Pricing Form

A	B	C	D	E
Project Phase Payment Milestone(s)	Number of Man Hrs to Complete	Date of Milestone/Phase Completion	Milestone/Phase Payment	Percent of Project
Contract Award				
Needs Assessment Phase Systems Requirements Review				
Planning Phase Plan Acceptance				
Design Phase Initial Design Review Preliminary Design Review				
Development Phase Critical Design Review				
Testing Phase Test Readiness Review Production Readiness Review				
Implementation Phase System Acceptance Testing				
Maintenance and Support Phase Support Agreement				
Totals				

FIRST FISCAL YEAR Contract Amount: $ _____

SECOND FISCAL YEAR Contract Amount: $ _____

THIRD FISCAL YEAR Contract Amount: $ _____

TOTAL Contract Amount: $_____

Support Agreement costs are defined below separate form Development & Implementation Costs.

SUPPORT AGREEMENT COST	PER MONTH:	PER YEAR
FIRST FISCAL YEAR	$_____	$_____
SECOND FISCAL YEAR	$_____	$_____
THIRD FISCAL YEAR	$_____	$_____
TOTAL 3 FY SUPPORT COST	$_____	$_____

4   EVALUATION AND CONTRACT AWARD

The State shall select the successful Vendor through a formal evaluation process, established prior to the opening and evaluation of proposals, and remaining fixed through the remainder of the procurement process. Consideration shall be given to capabilities or advantages which are clearly described in the proposal and may be confirmed by oral presentations, interviews, and/or demonstrations.

Technical and Cost Proposals will be evaluated separately.

Proposals, including the Letter of Submittal, Technical and Cost Proposals, shall be evaluated by a Technical Review Committee comprised of Agency/State staff. The State may, at its discretion, designate appropriate personnel from other departments to be on the Technical Review Committee or to observe the evaluation process. The Technical Review Committee shall evaluate the proposals based on the established criteria.

Paragraph	Section	Submittal
3.1	SECTION 1:	LETTER OF SUBMITTAL
3.2	SECTION 2	EXECUTIVE SUMMARY
3.3	SECTION 3	MANAGEMENT
3.4	SECTION 4:	TECHNICAL CAPABILITY AND APPROACH
3.5	SECTION 5	VENDOR PRODUCT
3.6	SECTION 6	REQUIREMENTS MANAGEMENT
3.7	SECTION 7	PRICE PROPOSAL

NOTE: All submittal sections listed above are MANDATORY. Failure to submit Mandatory elements will result in proposal disqualification.

See section 4.4 for proposal evaluation point distribution.

4.1   TECHNICAL EVALUATION (SECTIONS 2-6 ABOVE) PROCESS

The Technical Review Committee will review Vendor responses to determine compliance with the "Mandatory" requirements as specified in Section 3. A vendor must receive a Pass in Section 1 from the entire Technical Review Committee to proceed to the technical evaluation phase.

The technical evaluation is the process of reviewing the Vendor's proposal for understanding of the project, qualifications, approach and capabilities to assure a quality product. Responsive proposals will be evaluated and scored strictly in accordance with the requirements stated in this solicitation and any addenda issued.
A Technical Review Committee shall accomplish the evaluation and scoring of Sections 2 through 6. Proposals will be evaluated on standardized criteria in order to assure that proposals are uniformly rated. Points will be assigned for each section of the proposal as shown below. Each member of the Technical Review Committee team will individually evaluate and assign a numeric score to each Mandatory Scored requirement in Sections 2 thru 6 based on how well the Vendors response fulfills the requirement.
The numeric score awarded to each requirement will be based on the following evaluation criteria:

- **Low Score** = Response is missing, totally inadequate, incomplete; vendor does not fully possess the capability, experience or expertise to complete the project deliverables.
- **Medium Score** = Response is adequate, meets the expectation stated in the RFP; vendor has sufficient capability, experience or expertise to complete the project deliverables.
- **High Score** = Response is superior, exceeds the expectation stated in the RFP; vendor has extensive capability, experience or expertise to complete the project deliverables.

4.2 PRICE PROPOSAL EVALUATION

The Vendor's Price Proposal will be scored as follows:

Price Proposal will be scored in relation to other proposed prices being offered; a proportional score will be assigned in relation to average pricing. The Proposer's price score will be added to Proposer's technical score total and will equal Overall Score (See example below).

4.3 DEMONSTRATIONS

The State reserves the right to request demonstrations by the top scoring offerors to be used by the Technical Review Committee in selecting the winning proposal. Should the Technical Review Committee elect to hold demonstrations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Vendor at the demonstration, if any, may be included in the final contract and therefore be considered binding.

Vendors must agree to demonstrate the proposed system, utilizing hardware and accessibility software all provided by ORS, including: JAWS, DRAGON SPEAK, OPEN BOOK and Zoom Text. The date for demonstrations is as established in the ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES. ORS anticipate using agency hardware and software to connect to vendor's remote site via the internet for the demonstration. Test scripts may be used, test scripts will be provided in advance of the demonstration. The State reserves the right to request vendor demonstrations from all vendors, partial vendor response list or none of the vendors.

The demonstration system's failure of components that prevent completion of the demonstration scenario will be considered as total system failure. Total system failure may necessitate rescheduling of the demonstration provided it is completed within three (3) calendar days after the original demonstration date. All costs of the rescheduling for ORS' personnel to attend a second demonstration will be borne by the vendor.

4.4   OVERALL SCORING DETERMINATION

4.4.1   Technical Qualifications Score Determination:

Scores for Vendor's Executive Summary, Management, Technical, Product, and Requirements Management will be tabulated to determine their score out of 350 points possible.

Vendor Technical Qualification Score **Example**			
Executive Summary Score:	Maximum	5	(1 %)
Management	Maximum	45	(13 %)
Technical	Maximum	50	(15 %)
Product	Maximum	140	(40 %)
Requirements Management	Maximum	22	(6 %)
Technical Qualification Score	Maximun	262	(75 %)

Final point scores for each specific item listed will be determined by averaging the raw scores for each evaluator. Vendors who fail to achieve a minimum of seventy (70%) percent in any proposal section described will be disqualified from further consideration.

Vendors that are found to have met all of the other requirements established in the RFP will qualify to move on to Price Evaluation if they meet the minimum average Technical Qualification Score of 75% of 262 points. The Technical Qualification Score will then be added to the pricing score to determine that offerors Overall Score for the written section.

4.4.2   Price Proposal Evaluation & Overall Score Determination

Total Score (Written Section) **Example** :		
Technical Score:	262	(75 %)
Price Proposal	88	(25 %)
Overall Score	350	(100 %)

Data provided in examples and table above are for illustrative purposes only.

The Technical Review Committee may elect to select the top scoring finalists from the written evaluation to participate in the demonstration phase of the evaluation to select the Apparent Successful Vendor.

The State reserves the right to reject any and all proposals, options, bids, submissions, to require Best and Final Offers, and to act in its own best interests.

4.5   SPECIAL PROVISIONS

4.5.1   Electronic and Information Technology Accessibility: In accordance with Section 508 of the Rehabilitation Act of 1973, As Amended, The Contractor shall provide products and services that can be enhanced to meet the needs of users with visual, hearing, and motor impairments to ensure that all users are provided the required accessibility to electronic information and data.

4.5.2   The Contractor shall include provisions for substituting accommodation hardware, firmware, and/or software that represent advancement in technology with respect to that originally offered. All substitutions must be certified by the State as a suitable replacement for or addition to the appropriate accommodation hardware, firmware, and/or software.

4.5.3   Any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled.

4.5.4   The Contractor shall offer accommodation hardware, firmware, and/or software that become available after contract award, which offer improvements in technology that better provide for the needs of users with disabilities. If the State elects to do so, it may evaluate the offer, and accept for substitution of equipment covered in the contract but not yet delivered. All hardware, firmware, and/or software must be covered under warranty via a third party or as provided for by the Contractor under the terms of the contract.

4.5.5   Conversion: When converting from one machine or system supplied under this contract to another machine or system supplied by the contractor, a conversion period of up to 30 days shall be established commencing on the installation date of the replacement machine or system.

4.5.6   Contractor agrees that the services under this RFP are very important to the citizens of the State of Rhode Island and must be continued without interruption and that upon contract expiration or termination a successor, whether a governmental agency, State or another private entity, may continue them. Prior to the end of the contract term or any renewal period and for up to sixty (60) days thereafter the Contractor agrees to make an orderly transition of the services hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of Case Management System. Contractor shall be entitled to receive the ordinary and usual compensation during such transition period

4.5.7   To the full extent of Rhode Island law, the Contractor will be responsible for indemnifying, defending, and holding harmless the State, its officers, representatives, agents, employees, and successors from any liability, damages, claims, and or losses arising from the performance of the Contractor, its agents or employees.

4.5.8 The Contractor must comply with federal and state purchasing laws and regulations, including but not limited to suspension and debarment restrictions.

5   INSTALLATION/IMPLEMENTATION CERTIFICATION

5.1   HARDWARE SOFTWARE INSTALLATION AND SERVICE

The vendor must certify that: All hardware, software, installation, and service support personnel necessary to accomplish the installation and implementation of the system as proposed will be provided at no additional cost above the proposal price. Any costs not identified and subsequently incurred by ORS must be borne by the vendor.

5.2   VERSION

Vendor must certify that the most current software version for each system module, data base management system, and/or software tools, will be provided at the time of installation.

ATTACHMENTS & RFP EXHIBITS

Exhibit A   Certifications and Assurances

Attachment A - RFP Checklist
Attachment B – Scope of Work
Attachment C – System Requirements
Attachment D - Desired System Characteristics
Attachment E– Requirements Correlation Matrix

EXHIBIT A   CERTIFICATIONS AND ASSURANCES

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by the State without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.

4. I/we understand that the State will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the State, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.

6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

8. I/we will be in compliance with the State of Rhode Island E-Verify requirements.

_____
Signature of Proposer

_____
Title   Date

ATTACHMENT A – PROPOSAL CHECKLIST

CHECKLIST FOR PROPOSAL CONTENTS AND RESPONSIVENESS
This checklist is provided as a convenience for your proposal preparation. This form will also be used by the evaluation team to screen for initial responsiveness. If you have any questions concerning these requirements please contact the RFP Coordinator.

_____ Five (5) complete original Proposals and one (1) electronic version on a CD-ROM copy of the required documents, submitted to the appropriate location on time per the RFP schedule.

_____ Sections 1 & 2: Letter of Submittal and Executive Summary each completed and signed by an individual authorized to legally bind your company and the original signature copy has been submitted.

_____ Section 3: All Vendor Management responses have been provided.

_____ Section 4: Technical Capability and Approach

_____ Section 5: Vendor Product

_____ Section 6: Requirements Management

_____ Section 7: Price Proposal requirements including per phase pricing for each phase of the project to be submitted in a separate sealed envelope.

_____ Certification and Assurances (Exhibit A) has been signed by an individual authorized to legally bind your company and the original signature copy has been submitted.

ATTACHMENT B – SCOPE OF WORK

SCOPE OF WORK – The plan to achieve project objectives

In addition to project management processes, it is necessary to have processes in place to manage the various phases of product development. The project phases identified are:

1. Project Proposal
2. Needs Assessment
3. Planning
4. Design
5. Development
6. Testing
7. Implementation
8. Maintenance

1. PROJECT PROPOSAL PHASE

PHASE OBJECTIVE: The objective of the Proposal Phase is to select a vendor that will provide a product that meets program needs and business objectives. These business objectives are the primary reason for doing this project. The most important thing is for the vendor to deliver a new system and support that helps ORS/DoIT meet these objectives.

• Improve productivity of field staff through an easier to use and more functional system so they have more time with clients, can serve more clients, and will achieve higher success rates.
• Reduce system downtime and slow response time.
• Improve ease and flexibility of access to information and reports.
• Reduce long term system costs.
• Improve long term system support to assure long term viability of the system, enable faster and more certain enhancements to apply best practices, and stay current with federal requirements.

PHASE DESCRIPTION: Activities that will be included in this phase are:
• Evaluation of Vendor Proposals
• Demonstrations of vendor systems (if required)
• Vendor selection
• Contract negotiations and award

DELIVERABLES: Vendor Proposal

EXIT CRITERIA: Contract Award

2. NEEDS ASSESSMENT PHASE

PHASE OBJECTIVE: The objective of the Needs Assessment Phase is to analyze in detail the needs and processes of the agency and the features of the Vendor system and develop project baseline design requirements.

PHASE DESCRIPTION: Activities that will be included in this phase are:

- Detailed analysis of agency program requirements and Vendor system capabilities
- Analysis of agency business processes and reengineering
- Analysis of legacy system database and migration
- Analysis of the state Agency Financial Reporting System (RIFANS) interface
- Assessment of agency infrastructure requirements
- Project Management Teams identified and trained
- Development of system baseline design requirements

MILESTONES: System Requirements Review (SRR)

The purpose of the SRR is to review system requirements and specifications to ensure the documented requirements reflect the current expectations of ORS, to identify requirements that may not be consistent with project constraints, and to put the requirements document under version control to serve as a stable baseline for system design and test.

DELIVERABLES: System Requirements Baseline Document

EXIT CRITERIA: Successful System Requirements Review (SRR)

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase. This section should convey the Vendor understanding of the Phase and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

3. PLANNING PHASE

PHASE OBJECTIVE: The objective of the planning phase is to formalize the necessary management plans and procedures, and revise and expand the proposal Work Plan.

PHASE DESCRIPTION: Activities that will be included in this phase are:
- Project Work Plan revised based on information collected in Needs Assessment Phase and the System Requirements Baseline Document
- Development of other deliverable project management plans described below.
- Development of Plan acceptance process and procedures.

PHASE MILESTONES: Plan Acceptance

PHASE DELIVERABLES:
- Revised Project Work Plan
- Management Plan
- Change Management Plan
- Quality Management Plan

PHASE EXIT CRITERIA: Formal acceptance of required planning documents.

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase, and where significant difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. Identified below are the planning documents and project meetings that it is anticipated will be needed to successfully manage the project.

Project Work Plan

The proposal Project Work Plan will be reviewed and updated to reflect the negotiated contract baseline cost, schedule and performance deliverables. The Project Work Plan will be updated throughout the project to clearly show project progress and variations from the contracted baseline cost, schedule and performance requirements.

Management Plan

A Management Plan that describes how project activities will be coordinated to ensure project progress is accurately monitored and objectives are met. The plan will describe the procedures to be used for tracking scheduled tasks and milestones and the roles and responsibilities of ORS/DoIT and Vendor project teams

Change Management Plan

Change Management procedures and Change Management process to control and document any activities that are outside of the original scope of work or that have an impact on schedule or cost.

Quality Management Plan

A quality management plan will be developed by the Vendor during the Project Planning Phase of this project and will include the processes necessary to ensure that the project satisfies the needs of the stakeholders and that the product meets all performance specifications.

Ongoing Activities and Meetings

Project Management

Provide periodic status updates that will include:
- Deliverables and activities completed for the period
- Deliverables and activities in progress and their status
- Deliverables and activities planned for next period
- Changes submitted and their status
- Items that may impact project schedule

Information Meetings – The Vendor shall incorporate in the proposal response periodic information meetings to be held and conducted on site in cooperation with appropriate ORS/DoIT representatives. Persons who will be responsible for administrator-level maintenance of the system will attend.

Training Meetings – Proposal response shall include training classes that will be conducted at a site in Providence Rhode Island. The Vendor must clearly and in detail state in the Technical Proposal the methods, timing and media required for staff training in the full operation of the System. These classes shall be scheduled in cooperation with appropriate ORS/DoIT Representatives. Training must be targeted at each level of the System and differentiated by user type (customer service operator, fiscal applications, systems backup, security or as agreed).

The awarded vendor shall be responsible for handouts, transparencies, and sample materials needed to communicate information relevant to the development of the new system to the participants and shall be provided in an accessible format.

The detail on this section in the Technical Proposal is important. For example, if the Vendor has an online tutorial system it believes eliminates the need for classroom type training then it must be detailed in the Technical Proposal.

For each combination of type or method of training there must be a line item in the Financial Proposal for additional units of training. The line items can be per instructor day, per student, per hour or however is appropriate. Travel expenses, if required for instructor personnel, for incremental training, per State regulations, must be included in the fixed price per unit of training.

Failure to clearly present an appropriate training plan outline with incremental training resource prices will result in an adverse proposal evaluation scoring.

Management Meetings – Monthly management meetings are required between the contractor and appropriate ORS/DoIT staff. The purpose of these meetings shall be to assess the progress of the project (assisted by a current project plan) and discuss potential risks that could have a negative impact on the project. The initial management meetings shall occur within 30 calendar days of the endorsement of the approved contract. Subsequent management meetings will be conducted on dates that are mutually agreeable to both parties.

4. DESIGN PHASE

PHASE OBJECTIVE: The objective of the Design Phase is to adapt the Vendor system design to best meet ORS/DoIT requirements as described in the baseline System Requirements Document.

PHASE DESCRIPTION: Activities that will be included in this phase are:
- Adapt and tailor the Vendor client management system design to meet baseline requirements and ORS/DoIT business objectives.
- Produce a product conceptual plan and design including:
  - a process model
  - the data architecture (back-up and recovery plan)
  - the application architecture (software type and version, screens, reports, data formats, and forms)
  - the technical architecture (platform, operating system)
  - a testing plan
  - security plan (include physical and data security)
  - disaster recovery plan
  - data migration plan
  - implementation schedule
- Identify software configuration items and implement adequate version identification of software
- Adapt the Financial Module design to meet requirements and design the interface to the RIFANS financial system
- Design data conversion programs to move required historical case data into the new system database
- Develop Acceptance Test Procedures that fully demonstrate system functionality and the systems ability to meet baseline requirements

MILESTONES:

- Initial Design Review (IDR).
  The purpose of the IDR is to review the Vendor's conceptual design approach to ensure that the planned approach will meet baseline requirements.
- Preliminary Design Review (PDR).
  The purpose of the PDR is to review the Vendor's design to ensure that the technical approach will support baseline requirements and that the design is ready for software development.

PHASE DELIVERABLES:
- System, module and program designs that meet the requirements identified in the System Requirements Document and support the business objectives of ORS/DoIT.
- Software Acceptance Test Procedures
- Technical manuals, user manuals, and a user-training program for field and support staff.
- Version control documentation
- Updated Requirements Correlation Matrix

PHASE EXIT CRITERIA: Successful PDR

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. Subjects that should be discussed would include the approach to:
- Use of the Requirements Correlation Matrix to ensure all requirements are included in system design and test procedures.
- Suggested data conversion approach and anticipated issues with converting INFORMIX files
- A description of basic design approach including major modules, software configuration items and version identification and control

5. DEVELOPMENT PHASE

PHASE OBJECTIVE: The objective of the Development Phase is to implement the Vendor system design to best meet ORS/DoIT requirements as described in the baseline System Requirements Document.

PHASE DESCRIPTION: Activities that will be included in this phase are:
- Develop and/or tailor the Vendor client management system code to implement approved designs, meet baseline requirements and ORS/DoIT business objectives.
- Produce final design of the product;
- Develop/customize the functional product application including:
  o produce the database design
  o build/modify the database
  o build/modify database testing routines
  o perform database unit testing
  o produce a data migration design
  o build/install any migration components
  o build testing routines

- perform unit testing
- design the software configuration
- install and configure software components
- unit test software components
- design the hardware configuration
- install and configure hardware components
- build hardware test routines
- unit test hardware components

- Develop required design changes to the Financial Module
- Develop the interface to the RIFANS financial system
- Develop System Test Plan

MILESTONES: Critical Design Review (CDR).
The purpose of the CDR is to review software development to ensure that the design has been successfully implemented and meets baseline requirements and is ready for testing.

PHASE DELIVERABLES:
- System, module and programs that meet the requirements identified in the System Requirements Document and support the business objectives of ORS/DoIT.
- Version control documentation
- Final system test plan
- Updated Requirements Correlation Matrix identifying test of all requirements
- Updated technical manuals, user manuals, and a user-training program for field and support staff.
- Initial staff training
- Draft Implementation Plan

PHASE EXIT CRITERIA: Successful CDR

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase, and where significant development difficulties may be anticipated and resolved.   Any specific techniques to be used should also be addressed. Subjects that should be discussed would include the approach to:
- Creating the database
- The data dictionary
- Development and unit test of the code
- Availability of existing code modules to minimize development cost/risk
- Documentation of testing results
- Conduct an inspection of the code

6. TESTING PHASE

PHASE OBJECTIVE: The objective of the Testing Phase is to evaluate the Vendor system application to ensure system performance meets ORS/DoIT requirements as described in the baseline System Requirements Document.

PHASE DESCRIPTION: Activities that will be included in this phase are:
- Test Readiness Review (TRR). The purpose of the TRR is to review preparations and readiness for testing of software configuration items, including adequate version identification of software and test procedures.
- Test each phase of the functional application;
- Install, deploy and test the product including:
  - data extraction from current ORS client system,
  - data conversion, and/or cleansing
  - develop validation routines
  - load data into new vendor system and validate data
  - run software system execution
  - execute operational flow
  - run reports
- Document the functional product including:
  - document the business routines and processes
  - document the functional application process
- Train ORS on use of the system including:
  - develop a training plan
  - create training tools and documentation
  - develop an assessment plan
- Conduct testing of the RIFANS interface
- Conduct System Test
- Production Readiness Review

MILESTONES: Production Readiness Review (PRR). The purpose of the PRR is to ensure that the software development testing has demonstrated that the system completely and accurately meets design baseline requirements, is accurately documented and ready for formal release for implementation.

PHASE DELIVERABLES:
- System, module and programs testing that demonstrates the Vendor system meets the requirements identified in the System Requirements Document and supports the business objectives of ORS/DoIT.
- Version control documentation
- Updated Requirements Correlation Matrix
- Draft Implementation Plan
- Final system test plan
- Updated technical manuals, user manuals, and a user-training program for field and support staff.
- Initial staff training

PHASE EXIT CRITERIA: Successful PRR

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase, and where significant development difficulties may be anticipated and

resolved. Any specific techniques to be used should also be addressed. At the end of this phase, the software must perform at a level consistent with the performance specifications in the contractor's technical proposal. Should ORS/DoIT encounter performance problems or discover specifications have not been met the vendor is responsible for rectifying the performance problem in accordance with contract requirements. It is anticipated that the Vendor approach to the Testing Phase would include:

- Pilot and full system testing prior to moving of the final system to production
- Software tests at all ORS offices
- Verification of all measurable requirements
- Verification of Accessibility of all system functions
- Verification of technical specifications defined in Section 3.0 of this RFP and as tracked on the Requirements Correlation Matrix
- Verification of all system deliverables
- Verification of the systems ability to handle real-world workloads
- Validation of converted and migrated data
- Validation of system test results.

7. IMPLEMENTATION PHASE

PHASE OBJECTIVE: The objective of the Implementation Phase is to field a fully functional case management system

PHASE DESCRIPTION: Activities that will be included in this phase are:
- The Vendor system will be moved from test to a productions environment. **It is understood that the server will be located in a DoIT-secured location.**
- Final System Acceptance testing will be accomplished in the production environment
- User training will be completed
- Production Readiness Review

MILESTONES: Acceptance Testing. The acceptance testing will be conducted in the production environment using migrated data. All system requirements will be verified and functionality evaluated. Successful testing will constitute the end of the technical development portion of the project.

PHASE DELIVERABLES:
- Train the Project Team and designated "team trainers"
- Train the IT staff
- Train system users
- Final acceptance testing
- Implement Client Management System statewide

PHASE EXIT CRITERIA: Successful Acceptance Test

TO BE INCLUDED IN THE PROPOSAL:

The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of this Project Phase, and where significant difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. At the end of this phase, the fielded system software must perform at a level consistent with the performance specifications. It is anticipated that the Vendor discussion of the Implementation Phase would include:

- Application testing that shows how the client management system will enforce all Federal rules and regulations, and all required ORS regulations and Rhode Island law
- Training curriculum including schedule, materials and ORS staff training and an implementation plan and schedule
- Pilot production operation of a client management system
- Complete production statewide implementation of the client management system
- ORS Administrative Users' Guide
- Front-line Staff Users' Guide
- System Technical Documentation
- Processing and reporting of data as previously specified in RFP
- Interfaces designed, tested and accepted
- Completion of software installation
- ORS acceptance of the product

8. MAINTENANCE AND SUPPORT PHASE

PHASE OBJECTIVE: The objective of the Maintenance and Support Phase is to provide a high level of initial support to expedite the ORS/DoIT "learning curve" and appropriate levels of support to identify and correct system problems not discovered during Acceptance Test in order to quickly mature the fielded system, and to minimize the time required for staff to achieve the full benefit of system capabilities.

PHASE DESCRIPTION: Activities that will be included in this phase are:
- The vendor will maintain sufficient developers, analysts, programmers, network and telecommunication technicians, technical support, and database administrators to ensure that the system is maintained, modified, and/or enhanced as required
- The vendor shall maintain a project manager to insure consistency in the transition to full operations and a high level of maintenance and support
- Project Closeout (including lessons learned, administrative closure)

MILESTONES:
Development Contract Close-out
Maintenance and Support Agreement including Product Warranty

PHASE DELIVERABLES:
- Customer and Technical Service and Support Plan
- An on-going maintenance contract to cover mandated federal changes, vendor generated system enhancements and ORS/DoIT requested changes and Product Warranty.

PHASE EXIT CRITERIA: Completed Maintenance and Support Agreement and product Warranty (Contract)

TO BE INCLUDED IN THE PROPOSAL:
The Vendor shall explain the approach, capabilities, and methodology to be used in accomplishing the objectives of the Maintenance and Support Phase, and where significant difficulties may be anticipated and resolved.

It is anticipated that the Vendor discussion of the initial high level of support required throughout the Maintenance and Support Phase would include:

- Initial support requirements to expedite the ORS/DoIT "learning curve"
- Support of Federal and ORS/DoIT Maintenance (defined below) requiring updates to the system
- Customer service and support, "bug" fixes and documentation revisions
- Identify and correct system problems not discovered during Acceptance Test
- Customer and Technical Service and Support resources, timing and procedures
- Anticipated response times for various types of service or support
- ORS enhancements and change procedures

Federal Maintenance

Maintenance of the client management system is defined by ORS/DoIT to include any programming, technical support, and/or database support that is required to maintain all federal rules, regulations and laws as defined by the Rehabilitation Act of 1973, as amended, which impact the performance of the client management system. The vendor will perform whatever is required to modify the system to perform according to the federal requirements. The scope of work for maintaining the client management application software will include, at a minimum, the following requirements:

- Maintain integrity of user data tables and database files
- Fix and/or repair any data discrepancies caused directly or indirectly by any other functionality within the client management application software
- Any functionality damaged while contractor is performing any other services for ORS/DoIT, including any enhancements, data fixes, programming repairs, etc.

ORS/DoIT Maintenance

The scope of work for maintaining future requirements and growth of the Client Management System will include, at a minimum, the following:

- Any enhancements to the Client Management System caused by changes dictated by Rhode Island laws, rules, regulations, and RSA policy changes must be fully supported by the vendor throughout the length of the contract.
- Under the terms of the contract, ORS/DoIT may request enhancements, in writing, to the vendor. Vendor will scope out the request, identify impact to the Client Management System, including cost and time to implement enhancement, and respond in writing to ORS/DoIT.

It is anticipated that the Vendor discussion of the Maintenance and Support agreement required in the Maintenance and Support Phase would include:

- Software support and maintenance philosophy.
- Software problem resolution process and procedures including response time frames.
- Proposed post installation support including the types of help and support that will be available
- Product support history and average frequency of product version updates.
- Vendor support personnel, experience and training level and hours of availability. Indicate any times that support is not available. Support must be provided Monday through Friday, 8:00 am to 5:00pm Eastern Time.
- Support response process by :
  - Detailing how repair tasks are completed
  - Describing back-up measures for absent repair personnel
  - Describing the facilities available to software support personnel such as problem resolution databases, communications facilities and resources.

<u>Product Warranty</u>

The Warranty shall be included as part of the Maintenance and Support Agreement and describe:

- How the Vendor warrants that all product(s)/services offered under this contract will be free from defects in workmanship and conform to the requirements of this proposal.
- Whether the Vendor agrees that the products/services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products/services.
- Whether the vendor shall furnish without additional cost to ORS/DoIT all maintenance (service, parts, documentation, support and labor) for a warranty period following ORS/DoIT's acceptance of each module of the system whether installed as part of the initial system or installed during the life of the Maintenance and Support contract. If so, what would the warranty period be? Verification by ORS/DoIT that the modules work properly may be considered Acceptance. For example, will upgrade modules acquired subsequent to contract award be warranted for at least one year following their in-service date? Would this provision apply to all systems procured after contract award? Does the warranty cover preventive and remedial maintenance?
- Would there be additional charge to ORS/DoIT for diagnostic services required to isolate trouble or malfunctions during the warranty or maintenance period?
- Will the contractor provide a copy of the applicable commercial warranty with each item covered by such a warranty, at no additional cost to the State of Rhode Island?

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ATTACHMENT C - SYSTEM REQIREMENTS

SYSTEM REQUIREMENTS DETAIL – What we need to do our job.

Identified below are the features needed in the Client Management System (CMS). The requirements within this section are organized in the following five categories:

1. System-wide
2. Client Management
3. Financial
4. Reporting
5. Other

The requirements identified in this section are considered the project deliverables that must be met or exceeded by the Vendor. The Vendor proposal will include written documentation describing the differences between the vendor's current system and ORS/DoIT requirements. The Vendor proposal will clearly identify all data elements and reports that are required by the Rehabilitative Services Administration (RSA) and identify system functionality that assists in providing services within RSA requirements and guidelines

1 System-wide Requirements
This section includes a general description of the overall system "look and feel" navigation, technical environment, and security. In addition, this category lists various system maintenance requirements.

1.1 General
The system shall be a commercial web-based client management system that can be customized to meet ORS/DoIT's requirements for the client services programs
The system shall satisfy mandatory federal-reporting requirements as specified by the Rehabilitation Services Administration (RSA), including those required beginning Federal Fiscal Year 2008.

1.2 Accessibility:

Accessibility – Non-visual Access
The system shall have interface capabilities to devices and enhancements to assist persons with visual impairments and comply with Section 508, The Rehabilitation Act of 1973, as amended. It shall accommodate the screen reader software, JAWS, DRAGON SPEAK, OPEN BOOK and the screen enlargement software, ZoomText. The Vendor warrants that the information technology offered under this bid proposal:
will provide *equivalent access* for effective use by both visual and non-visual means;
will present information, including prompts used for interactive communication, in formats intended for both visual and non-visual use;
if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.

The phrase "*equivalent access*" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of

equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output. ORS uses JAWS as the standard screen reader interface.

The Vendor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology.

1.3 User Interface

The system shall provide a graphical user interface for the entry of data into the system. The system shall provide a client interface that is compatible with Microsoft Windows XP Professional and Microsoft Internet Explorer.

1.4 Navigation and Design:

1.4..1   Mouse/Keyboard Driven

The capability to operate the software utilizing a mouse and keyboard is mandatory for all functions. Navigation through screen fields will be consistent between screens and modules providing uniform screen navigation sequence to both blind and sighted staff. The system must have a standard consistent interface that is intuitive and easy to learn and use. The system design shall facilitate the flow of normal service delivery activities and requirements.

1.4..2   Modular and Table Driven

The system shall be modular and table driven. All tables within the system shall have developed screens to allow the update of all tables and shall be accessible to both ORS/DoIT staff or ORS administrative staff for maintenance and updates based on appropriate security authorization.

1.4..3   Portability

The system shall have the ability to capture information at off-site locations to reduce rework. The system shall have a remote access capability to enter client information from non-office locations. .The system shall allow access via the Internet (Virtual Private Networking) and dial-in (Remote Access Services) to the system. The system shall have the capability to work off-line and upload data to the system at a later time.

1.4..4   Inquiry-only Capability

The system shall be capable of allowing read only access for certain staff members to be identified by ORS/DoIT. The system shall be capable of assigning various levels of read/write capability at the screen level and field level to managers, support staff and other specialists, to be determined by ORS/DoIT.

1.4..5   Messages

The software shall provide feedback to the user in the form of error messages and messages indicating successful completion of functions. These messages may be in the form of pop-up windows or may appear in a status bar on each data entry form.

1.4..6   Statements of Policy

In any instance where the software denies an activity, a screen shall display a message that clearly explains why the action has been denied.

1.5 System Attributes

1.5..1 Database and Data Attributes

ORS conforms to the requirements for data as defined in the Code of Federal Regulations and The Rehabilitation Act of 1973, as amended, and the system database shall comply and support these requirements. The system shall also provide the capability to add ORS/DoIT specific information.

1.5..2 Real-time Updates

The system shall provide for real-time (immediate) updating of data files.

The system must be in compliance with The Rehabilitation Act of 1973, as amended, as it pertains to confidentiality of client information. Access to information about individual clients must be limited to only staff members or vendors who have:

- Client management responsibilities
- Support functions or
- Client Case load supervision responsibilities
- Oversight and Client Services management responsibilities

The system will accommodate the transfer of clients between any authorized ORS personnel based on proper authorization.

Assignment of the initial counselor to the client during the conversion phase from the current ORS system shall be part of the conversion process. The counselor shall have the capability to perform additional assignments from this step. The system shall provide authorized ORS personnel the ability to add, modify and/or delete individual users and their profile security levels.

1.5..3 Report Access

Based on the software profile configuration section of the program, access to reports may also be restricted. The following criteria are the initial desire of ORS/DoIT :
IT Staff providing maintenance support shall have full system access.
Assignments to the client management system's features shall be determined and assigned on a per user basis by ORS management.

1.5..4 Tickler System

The tickler system shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to:
Notification of 60 day eligibility determination alert

- 90 day reviews and annual reviews
- Action list on client status changes.
- Required client note entries.
- Expired Client Service purchase authorizations
- Outstanding IPE's requiring an action.
- Wage data consent forms connected to status 22
- Clients in employment status eligible to be closed.
- A next action capability that will track at the status code level
- Create reminders for required forms such as:

  o Consent Forms
  o Social Security Statement

- o School Transcripts
- o Eye Report
- o Medical Report(s)
- Management tickler report on counselor activity due at any time

1.5..5 Printing

Printing of any form, letter or report shall be as simple as selecting the print icon.
A Form Generation Module for common forms

1.5..6 Searching

Ad-Hoc Query by example: Any Ad-Hoc Query shall be able to be used to search for all records in the system that contains any combination of values in fields on the current form the user is accessing. The system shall provide a method for users to save searches.

1.6 System Maintenance

1.6..1 System Maintenance Components

The system should allow for these functions as either;
 1) an embedded process within the system or
 2) by providing access to the system through the support functions contained within the database.
The system should provide the ability to perform, at a minimum, the following functions:

- Copy database records
- Copy client record files
- Merge database records
- Purge records
- Re-index
- Index integrity checking utility
- Archive old data
- Restore data from backup
- Rebuild

1.6..2 Ongoing Software Upgrades

The system shall provide the ability to maintain compliance with federal regulations on an ongoing basis. Based upon the maintenance agreement selected under this document these updates shall be performed by the vendor's personnel or performed by DoIT staff with vendor guidance.

1.6..3 Transaction Processing Requirements

The system shall provide error trapping to allow for the diagnosis and resolution of system and application errors. The system shall record transaction data from User Terminals and log information contained within those transactions to a system database table. This data shall be captured down to a single keystroke or mouse click. This will be used to identify how and when a problem transaction occurred. The system shall format and send the appropriate document(s), screen(s) or report(s) to the printer.

1.6..4 Management Operation Requirements

The contractor shall provide a management function for ORS client services management to:
- Review client histories
- Authorize expenditures at a client level

- Maintain accessible history on all clients for a period to be determined by ORS after closure;
- Create reports

2 Client Management Requirements

This section includes the general and phase specific requirements of field staff to manage client cases.

2.1 General Requirements
The system shall provide support for and performance of all General Vocational Rehabilitation Client Management programs, as defined in the Rehabilitation Act of 1973, as amended. Program areas include: Vocational Rehabilitation Field Services, Independent Living/Older Blind, Rehabilitation Teaching, Orientation and Training and the Child and Family programs. In addition, this category includes general capabilities for all program areas.

2.2 Migration of Existing Data
The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing data from the current ORS MIS system to the new Vendor system. The scope and amount of data to be migrated will be determined during the project considering business needs and cost considerations. Assignment of the counselor to the client during the conversion phase from the current ORS system shall be part of the conversion process.

2.3 Utilization of Social Security Number
The system shall be able to record the client's SSN for tracking and monitoring of transactions and client record informational purposes. **The system shall allow use of a unique alphanumeric case identifier number other than SSN to provide client confidentiality**.

2.4 Capturing Client Notes
The system shall be capable of capturing and storing client narrative notes within the electronic client record. These notes must be Microsoft Word compatible.

2.5 Client Service Time Limits
The system shall allow time limits for a client's case to be in a specific status. The time limits shall be able to be changed by ORS administrative staff.

2.6 Status Changes
The system software shall track status-flow changes and should prevent status code changes and other client activity when prerequisites have not been met.

2.7 Status Code Changes
All edits, as defined by federal regulations, shall be implemented within the system. These edits shall function as a client is in process as well as at client closure. The status change screen shall require a status change date. The system shall edit all dates input into the system. Date format shall conform to federal regulations.

2.8 Client History Tracking
The software shall provide the capability to track client closure and reopening by assigning a unique alphanumeric client number for each client. The software shall record the user ID and date/time stamp of any record modifications made by a user.

2.9 Accessibility of Historical Data

Closed records shall be accessible by program, management and staff for statistical use. The system shall maintain, as accessible data, all open clients plus a minimum defined by ORS for history of closed Clients.

2.10 Prevention of Duplicates

The system shall be capable of checking for and preventing duplicates on any key field such as:
- SSN in combination with the application date
- Client Number
- If duplicates are found, the system shall reject the activity connected to the duplicate number and provide the user with an error message.

2.11 System Controls

ORS staff shall have the capability of preventing and setting limits for backdating of items such as status change, eligibility, application, IPE, or closure information. The system shall restrict the authorization of services to those included in the client Individualized Plan for Employment (IPE) or Pre-Plan.

2.12 Selected Viewing

The system shall allow viewing of selected items without viewing entire client record for areas such as client narrative, status history and fiscal history.

2.13 Help Screens

Help screens/dropdown menus shall be available to list and describe valid codes when codes are required on a data entry form.

2.14 Text Entry for Notes and Memos

Notes and memos shall be accessible through the system. Users should be able to cut and paste between processes, thus allowing access to spell checking and formatting, when needed.

2.15 Automated Forms

The system shall handle the production of automated forms, many of which are developed and shared with individuals receiving services. Certain forms shall be produced in a web based and secure environment. Examples are the Application for Rehabilitation Services, Certificate of Eligibility, Request for Information and Individualized Plan for Employment (IPE).

Individualized Plan for Employment: Individualized Plan for Employment (IPE) form shall comply with federal standards regarding goals, services, vendor, and evaluation method and criteria.

Customized Letters: Counselors will have the ability to produce and save customizable letters.

2.16 Authorization for Services

The system shall have the capability to issue of authorizations' for services (purchase orders). The system will track individual counselor expenditures and expenditures by client from the inception of the client's case.

3   Client Management Requirements by Phase

3.1 Referral Requirements

Referral is initiated by the potential participant, participant's guardian, or another agency. Once contacted, the agency gathers basic information on the potential client. The nature of the disability is clarified and it is determined if the potential client is interested in employment. If there is an interest in employment the potential client proceeds to the application process.

3.2 Application Requirements

Application includes the collection of client information, completion of the application form, and actions or services required to determine client eligibility.

1. The system shall include client application data as part of the client record.
2. The system shall be able to capture all required Federal R911data during client application
3. The system shall be able to capture Independent Living data for Federal 704 and 7-OB reporting. All Independent Living required fields for 704 and 7-OB reports must be completed before IL intake data is accepted and the case is allowed to be opened.
4. The system shall provide a document indexing feature or other capability which allows staff to track required paper case documentation.
5. The system shall provide the ability to create a case log that reflects all case events from application to case closure.
6. The system shall provide shall provide easy to use case log code lookup function
7. The system shall allow only one case to be open for a client enrolled in a ORS program.
8. The system shall allow for simultaneous open cases in VR and IL programs with permission of the IL Program Manager.

3.3 Eligibility Determination and IPE Development Requirements

This phase includes the collection of additional client information, assessment of the client's medical condition and functional limitations, and completion of an eligibility form. In consultation with the counselor an Individualized Plan for Employment (IPE) is created that addresses clients limitations and employment interests.

1. The system shall provide the user the capability to gather and analyze necessary data for eligibility determination, client assessment, vocational goal selection and delivery of services to clients.
2. The system shall provide options for recording extended evaluation or trial work experience as part of the eligibility determination for VR clients.
3. The system shall provide for development, recording and track changes to the client Individualized Plan for Employment (IPE).
4. The system shall provide the ability to collect required data and report on clients participating in the Ticket to Work program.
5. The system shall provide tracking and reporting of clients placed on a waiting list due to Order of Selection.

3.4 Plan Implementation Requirements

1. The system shall provide the user the capability to gather and analyze necessary data to manage the delivery of services to clients.
2. The system shall provide the capability to restrict or grant Individual Plan for Employment approval authority
3. The system shall collect data on all case related encumbrances and payments for a specific case, service delivery team and program.

4. The system shall provide the user the capability to assign and track budgets for a specific case, service delivery team and program.

3.5 Employment Placement Requirements

1. The system shall provide the user the capability to gather and analyze necessary data to manage the placement process and delivery of placement services to clients.
2. The system shall collect data on all case related purchase orders, encumbrances and payments for a specific case.
3. The system shall provide the capability to record and track employment services provided by ORS staff.

3.6 Case Closure Requirements

1. The system shall record all required R911 data at closure.
2. The system shall allow selected users to document changes between plan and goal achieved, and describe the rationale for the outcome.
3. The system shall record employment data at case closure.
4. The system shall record capture wage data at case closure.
5. The system shall support record of all income sources and which source is primary.
6. The system has ability to collect required Ticket to Work data.
7. The system shall allow tracking of hours per week worked and hourly wage.
8. The system has ability to record client benefits and insurance information at closure.
9. The system shall allow reopening of closed cases for Post Employment Services.
10. The system shall allow for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement.

3.7 Post Employment Services (PES) Requirements

1. The system shall provide the ability describe scope of PES and justify why they are required.
2. The system shall provide the capability to approve and provide service categories for PES services.
3. The system shall provide the capability to change case status back to successfully closed subsequent to PES or unsuccessful PES.

4 Financial Requirements

This section includes the work processes required by field and fiscal staff to maintain budgets revenue sources, and vendors. In addition, this category describes the elements of an automated interface to the state's accounting system - RIFANS.

4.1 Architecture

The financial management portion of the system will be a separate software module within the case management system. The state's Financial Systems Roadmap requires future interoperability with emerging enterprise wide financial applications and systems. This would require a modular open system that would allow selective functions to be performed by or interface with future state financial systems.

4.2 State Financial System Interface Requirements

1. The financial management module will include a vendor developed batch interface to the state Office of Financial Management's Agency Financial Reporting System (RIFANS). RIFANS is the state-owned accounting system used by all state agencies and higher-education institutions in the

state of Rhode Island. The system performs all aspects of the accounting process: the general ledger, accounts receivable, accounts payable, balance sheets, etc. Accounting information is updated daily by most users of the system. In addition to current data on-line, reports can be generated from this system.

2. The batch interface is an automated process that transmits financial data to the RIFANS accounting system. The RIFANS Batch Interface document details specific requirements and is attached.
    a. All fiscal coding submitted by the financial module will be compatible with RIFANS system.
    b. The financial module will create a backup of the financial dataset transmitted to RIFANS and provide the capability to edit and resubmit lost or rejected data.

4.3 Migration of Existing Data
The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing data from the current ORS MIS system to the new Vendor system.

4.4 General Financial Requirements

1. The software shall track all client services expenditures and encumbrances by client, counselor, region, program, vendor, service category, and contract fiscal year.
2. The system must allow authorized ORS staff to allocate client service budgets to the appropriate level based on the program area. Orders generated to vendors must reference a database of authorized vendors.
3. The system shall allow for the authorization, tracking and reporting by month, quarter, federal fiscal year and state fiscal year for both financial and statistical data.

4.5 Financial Module Requirements
The agency requires:
1. A system that can interface with the current RIFANS system and provides the appropriate modular structure to allow interface changes as statewide financial systems are developed.
2. A system that supports all current VR and IL federal program financial data collection, accounting and reporting requirements.
3. A financial module that supports all common financial transactions associated with the conduct of program activities. These include but are not limited to:
    a. Creating a Purchase Order
    b. Encumbering a Purchase Order
    c. Payment of a Purchase Order
    d. Create and submit Batch files
    e. Corrections to Payments
4. The financial module will provide the ability to roll up agency defined VR Service Categories into RSA-2 VR Service Codes for required federal reporting. A list of agency service categories is attached.
5. The financial module will provide selectable financial reports suitable for normal case, program and vendor management.
6. The financial module will provide selectable financial reports suitable for performance management and analysis of program and supporting fiscal business processes.
7. The financial module will provide an ad hoc reporting capability by case or fiscal data element.
8. The financial module will provide selectable levels of security and access for financial functions ranging from read-only to full system access based on employee duties
9. The financial module will provide the ability to separate fiscal duties and to designate employee access to specific fiscal modules, draft purchase orders, authorize payments, release orders for

payment and create batch files that interface with the state financial system (RIFANS), reprint, reopen, or modify/amend an existing purchase order.
10. The financial module will allow purchase orders to be processed only when associated with specific active case services or when an authorized exception is identified.

4.6 Required Data Elements:
The financial module will include the following data elements (or equivalent data types), fields, tables and functions:

4.6..1   Purchase Order Data
Authorizing Logon ID
Preparer Logon ID
Transaction Type (see attached list)
Order Date
Order Type (Case or Non Case for unassigned and mass purchases)
Vendor Information and Vendor lookup (automatically populated from table, see vendor table maintenance below)
Approval Date
Shipping/Mailing Address (lookup of agency or participant addresses)
Justification and Special Comments Fields

4.6..2   Purchase Order Case Coding:
Client Name (includes client search)
Case Type (Job Retention, Transition etc)
Case Status
Case Status Date
Service Category (includes category search)
Case Load (case assignment)
Program Index (see RIFANS Batch Interface document)
Project (see RIFANS Batch Interface document)
Item description, quantity, cost, tax, shipping, total
Amount disbursed or Adjusted

4.6..3   Purchase Order Fiscal Coding:
(see RIFANS Batch Interface document)
Fiscal Year
Fiscal Month
Agency Code
Document Reference Number
Include in RIFANS batch Y/N
Document Control Number
Vendor ID and Location
Service date
Item Description
Modifier (encumbrance liquidation: full or partial)
Fund
Total Amount of Purchase, tax, shipping
Amount Disbursed or Adjusted
Invoice Number, Date

Funding Source by Major Group, Major Source, Sub Source, General Ledger, Subsidiary Source Debit and Credit Codes.

4.6..4   Vendor Table Maintenance
Change Function: Add Change Delete Review
*Status (Active or Inactive)
*Vendor Name
*Vendor ID number
Vendor ID number Cross Reference (previous inactive vendor number)
*Tax Identification Number (TIN)
SSN Type (Client or ORS Employee)
Vendor Address (to include County)
Phone Number(s)
FAX Number
E-Mail Address
Account Number
Vendor Contact (last first MI)
Billing information (Name, Address etc)

* RIFANS Required Fields

5   Reporting Requirements

A description of the required federal and agency reporting capability and reports are identified.

5.1 General Reporting Capabilities: The system shall provide a set of predefined reports to include but not be limited to the following:
1. Client reports
2. Fiscal (encumbrance and expenditure) reports
3. Statistical reports for field and administrative staff
4. Tickler reporting
5. Federal Standards and Indicators
6. Ad hoc reports as requested through system queries
7. Staff shall have the capability to run their own reports, and print the reports locally.

5.2 Federal Reporting Capabilities: The system shall provide the capability to generate federal reports to include but not be limited to the following Federal Forms:
1. RSA-911 Client Service Report Annual
2. RSA-2 Annual Vocational Rehabilitation Program/Cost Report Annual
3. RSA-113 Collection of the Quarterly Cumulative Client load Report Quarterly
4. RSA-704 Annual Independent Living Program, Chapter 1, TITLE VII Report
5. RSA-7-OB Annual Report for Independent Living Services for Older Individuals who are blind.

5.3 Query and Ad Hoc Reporting Capability. The software shall contain ad hoc query and reporting capabilities. The system shall be designed to allow ORS staff to have real-time access to all data so as to be able to create ad hoc queries and reports by Client, counselor, field office, region or agency-wide from all system documents.

1. Queries must be able to be initiated by a system user with a simple query interface.

2. Query results must be able to be viewed, printed or saved in MS Word or MS Excel file formats.

3. The ability to create and save query templates or another "save and re-use" feature must be provided.

4. Security procedures shall ensure proper reporting level.

5.4 Query and Ad Hoc Management Reports
The system shall be developed so that ORS personnel can run reports to support management information needs.

1. The system shall include a user interface that accepts selection and sort criteria and then generates reports based on those criteria
.
2. The system shall also allow these reports to be generated automatically, with preset criteria.

3. The report generator functionality must include a scheduling or production process for routine reporting.

6   Other Functionality
     6.1 E-Mail (mandatory)
1. E-mail functionality should be tightly integrated between the client management system and ORS' e-mail system. The ORS e-mail system software platform is Novell Groupwise 6.5.

2. E-mail functionality shall allow users to click and send client notes, messages, generated ticklers and general communications from within the client management system.

Attachment 1: Case Data Elements

Case data elements currently used by the agency:

        Name
        SSN
        Dummy SSN or Client Identifier
        Date of Birth
        Home Phone
        Street/Location
        Address/County
        Mailing Address
        E-Mail Address
        Caseload Number
        Program
        Status
        Status Date
        Counselor Name
        Sex
        Marital Status
        Race (including Hispanic)
    Required Case Information
        Case Type
            Job Retention
            Transition
            Supported Employment
            Transition & Supported Employment
        The Stated Disability
            Legally Blind
            Visually Impaired
        Level of Education at Application
        Funding Source Checkbox
        Living Arrangement
        Weekly Earnings Amount/Hours Worked
        Date of Last Employment
        Work Status
            Competitive
            Non-working Student
            Etc
        Medical Coverage Types at Application
        Income Source
            Type(s)
            Amount
            Dates
            Primary & Secondary Sources of Income
        Status History
        Previous ORS cases/dates (if any)

        Primary and Secondary Disability Information (the basis of eligibility)

1) Agency Counselor (Purchaser) identifies a need to purchase goods or services for an assigned client. Purchaser identifies vendor, meets requirements such as checking availability of state contracts, and obtaining best price.
2) Purchaser releases. Purchase is automatically checked for coding errors and missing information. Purchase must be associated with an open case with counselor approved service categories. Purchase order can not be released until correct case management coding is entered. Costs are assigned in the database to the client, client case number, client status, service category, counselor caseload and program.
3) AUTHORIZATION is checked by Fiscal for coding and compliance with purchasing requirements then encumbered.
4) Encumbered orders are checked by the Fiscal Clerk and RIFANS batch released.
5) AUTHORIZATION is printed and mailed to Vendor and Processor.
6) AUTHORIZATION is received by processor.
7) Product/Service is delivered and invoice is received by Processor. Invoice and AUTHORIZATION is mailed to Fiscal.
8) Fiscal reviews AUTHORIZATION for signatures and correctness and original invoice. If incorrect Fiscal contacts Processor and returns AUTHORIZATION if required.
9) Fiscal creates RIFANS batch to pay Vendor. If errors are found such as expired service categories, inactive plans etc, Counselor /Processor to make corrections.
10) Batch is reviewed by Fiscal Manager.
11) Batch is released for payment by the State Treasurers office.

ATTACHMENT D - Desired System Characteristics

Summary of Desired System Characteristics – How can you help achieve our business objectives?

Client Management General Desirables

A key business objective of the project is to "Improve productivity of field staff through an easier to use and more functional system so they have more time with clients, can serve more clients, and will achieve a higher success rates." Requirements listed below include Client management system desirables. These address issues affecting staff efficiency and consuming staff time. The vendor will describe how their system and processes would increase the speed, reduce the cost and decrease the workload associated with case management.

Referral Desirables
1. Though not used in the current system, efficient data collection at referral would limit the amount of redundant data recording.

   The vendor will describe how their system may assist the ORS staff in efficiently collecting and recording referral information for use during the application process.

Application Desirables
1. The vendor will describe how their system supports the business objective of increased case management efficiency in the application process.
2. The creation and management of paper records is inefficient and consumes needed resources and time.

   The vendor will describe how their system may reduce the requirement for paper case documents by the use of attaching scanned forms or electronic forms transmission or other means.

Plan Implementation Desirables
1. Late or incorrect payments to vendors have impacted service delivery and service provider relations.

   The vendor will describe how their system would allow staff to effectively track the status of service payments.

2. Despite good assessments and focused plans, services to clients are sometimes ineffective.

   The vendor will describe how their system would help staff more effectively monitor the progress of clients toward achieving planned goals.

3. Business rules and policies set in case management systems are designed to help staff provide services within program and state requirements. Sometimes unusual circumstances require exceptions.

   The vendor will describe how their system would allow exceptions to be documented, reviewed and approved in a way that does not slow needed services.

Case Closure Desirables
1. In order to achieve targeted efficiencies

    The vendor will describe how their system provides a logical, streamlined process for entering closure data.

2. Client wage data after a successful closure is difficult to obtain due to client privacy requirements.

    The vendor will describe how their system may provide client release information to the Department of Labor & Training (DLT) and allow the secure transfer of wage data from EDS to the system for SSA reimbursement documentation and longitudinal impact studies
    .
3. Various wage information is required for federal reporting of hourly, weekly etc. earnings.

    The vendor will describe how their system may automatically calculate all required wage units. This would allow the user the option to enter only wage data for hourly, weekly, monthly or annual earnings. The system would then calculate other earnings for R-911 purposes.

Financial Module Desirables:

1. There are state unique purchasing rules and limits that vary by type and amount of purchase such as a requirement for bids from 3 Vendors if the purchase is over a certain dollar limit.

    The vendor will describe how their system would assist field staff by providing warnings or descriptions of additional actions required to complete a purchase within state purchasing rules.

2. Processing of purchases is tied to required case management activities. Purchases cannot be processed without active, appropriate service categories. This often leads to confusion between fiscal and program staff resulting in delays while closed cases are reopened or service category dates changed to allow financial transactions to be completed.

    The vendor will describe how their system would reduce or eliminate case related transaction delays while retaining required links to case management activity.

ATTACHMENT E – Requirements Matrix

Requirements Matrix

The Requirements Matrix (RM) outlines the system requirements as seen by ORS/DoIT which are listed in the System Requirements (Attachment C). These requirements range from specific data elements, to general system functionality. The Vendor will compare system capability with the requirements listed and assign the appropriate Development Code to the requirement. For requirements requiring additional development and cost (D) the vendor will describe the effort required and clearly identify associated development cost and schedule impacts in the Vendor Work Plan (Section 5) and Price Proposal (Section 9).

The RM will be used initially as an evaluation tool to determine the scope of development activity required for each Vendor Proposal. Throughout the project, the RM will be used to ensure that requirements are included in the System Requirements Document, Software Designs and evaluated in appropriate test and acceptance activities.

Development Requirement Codes
S: **Standard**, included in the system, no added cost, no development needed
I: **Included**, Not part of system; provided by third party at no additional cost
D: **Development,** Not included in system; extra programming cost needed; describe in Sections 5 and 9
F: **Future**, planned releases of system will include the requirement; explain
X: **None of the above,** explanation required

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
	1	**System-Wide Requirements**			
	1.1	The system shall be a commercial web-based client management system that can be customized to meet ORS/DoIT's requirements for the client services programs including integrated Case Notes.			
	1.1	Satisfy mandatory federal-reporting requirements as specified by the Rehabilitation Services Administration (RSA), including those required beginning Federal Fiscal Year 2008;			
	1.2	**Accessibility:**			
	1.2	**Non-Visual Access:** Compatible with screen reader software, JAWS, DRAGON SPEAK, OPEN BOOK and screen enlargement software, Zoom Text			
	1.3	**User Interface:** a graphical user interface for the entry of data			
	1.3	Have a client interface that is compatible with Microsoft Windows XP Professional and Microsoft Internet Explorer			
	1.4	**Navigation and Design:**			
	1.4.1	**Mouse/Keyboard Driven:** The capability to operate the software using a mouse and keyboard			
	1.4.1	Navigation consistent between screens and modules providing uniform sequence to both blind and sighted staff			
	1.4.1	The system design shall facilitate the flow of normal service delivery activities and requirements			
	1.4.2	**Modular and Table Driven:** The system shall be modular and table driven.			
	1.4.2	All tables shall have screens to allow the update of all tables and shall be accessible to either ORS IT or ORS administrative staff			
	1.4.3	**Portability:** The system shall have a remote access capability to enter client information from non-office locations. Allow access via the Internet (Virtual Private Networking) and dial-in (Remote Access Services) to the system			
	1.4.3	The system shall provide the capability to work off-line and upload data to the system at a later time.			
	1.4.4	**Inquiry-only Capability:** The system shall be capable of assigning various levels of read/write capability at the screen level and field level			
	1.4.5	**Messages:** Feedback to the user in the form of error messages and messages indicating successful completion of functions.			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
	1.4.6	**Statements of Policy:** Where the software denies an activity, a screen shall display a message that clearly explains why the action has been denied.			
	1.5	**System Attributes**			
	1.5.1	**Database and Data:** the system database shall support the requirements of the Code of Federal Regulations and The Rehabilitation Act of 1973, as amended			
	1.5.2	The system shall also provide the capability to add ORS specific information.			
	1.5.3	**Real-time Updates:** The system shall provide for real-time (immediate) updating of data files.			
	1.5.4	**Security**: **Provide browser client security and at a minimum utilize Secure Sockets Layer ("SSL") with 128 bit encryption or higher**. **Such encryption security must meet or exceed state requirements and be applicable to state-owned laptops.**			
	1.5.5	**User level IDs and passwords must be implemented. The ORS/DoIT security policy for passwords shall be enforced by the system**			
	1.5.6	The system shall support confidentiality of client information in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Access to information about individual clients must be limited to staff members or entities who have been provided case access.			
	1.5.7	The system will accommodate the transfer of clients between any authorized ORS personnel based on proper authorization.			
	1.5.8	**Report Access:** access to reports may also be restricted.			
	1.5.9	**Tickler System:** The tickler system shall provide the ability to remind staff of a specific task or to perform an activity.			
	1.5.10	The system shall provide a management tickler report on counselor activity due at any time			
	1.5.11	**Printing:** Printing of any form, letter or report shall be as simple as selecting the print icon.			
		The system shall have the ability to generate common forms			
	1.5.12	**Searching:** the system shall provide simple Ad-Hoc reporting capability such as Query by Example. The system shall provide a method for users to save searches.			
	1.6	**System Maintenance:** The system shall have the capability to:			
	1.6.1	**System Maintenance Components**			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
	1.6.1	Copy database records			
	1.6.1	Copy client record files			
	1.6.1	Merge database records			
	1.6.1	Purge database records			
	1.6.1	Re-index database records			
	1.6.1	Index integrity checking utility			
	1.6.1	Archive old data records			
	1.6.1	Restore data from backup files			
	1.6.1	Rebuild database records from backup			
	1.6.2	**Ongoing Software Upgrades**: The system shall provide the ability to maintain compliance with federal regulations on an ongoing basis.			
	1.6.3	**Transaction Processing Requirements**: The system shall provide error trapping to allow for the diagnosis and resolution of system and application errors.			
	1.6.4	**Management Operations**: The contractor shall provide a client management capability to: Review client histories; authorize expenditures at a client level; review history on all clients for a period; create reports			
	2	**Client Management Requirements**			
	2.1	**General Requirements**			
	2.1	The system shall provide support for and performance of all General Vocational Rehabilitation Client Management programs, as defined in the Rehabilitation Act of 1973, as amended. Program areas include: Vocational Rehabilitation Field Services, Independent Living and Services for the Blind.			
	2.2	**Migration of Existing Data;** The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing data			
	2.2	Assignment of the initial counselor to the client during the conversion phase from the current ORS MIS system shall be part of the conversion process			
	2..3	**Utilization of Social Security Number;** The system shall be able to record the client's SSN for tracking transactions and client record information			
	2.3	The system shall allow use of a unique alphanumeric case identifier number other than SSN to provide client confidentiality.			
	2.4	**Capturing Client Notes;** The system shall be capable of capturing and storing			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		counselor narrative notes within the electronic client record.			
	2.4	Counselor narrative notes shall be Microsoft Word compatible			
	2.5	**Client Service Time Limits;** The system shall allow time limits for a client's case to be in a specific status.			
	2.5	The time limits shall be able to be changed by ORS administrative staff.			
	2.6	**Status Changes;** The system software shall track client status changes			
	2.6	The system shall have the capability to prevent status code changes and other client activity when prerequisites have not been met.			
	2.7	Status Code Changes; All edits, as defined by federal regulations, shall be implemented within the system.			
	2.7	Edits shall function as a client is in process as well as at client closure.			
	2.7	The status change screen shall require a status change date.			
	2.7	The system shall edit all dates input into the system			
	2.7	Date format shall conform to federal regulations			
	2.8	**Client History Tracking;** The software shall provide the capability to track client closure and reopening by assigning a unique alphanumeric number for each client.			
	2.8	The software shall record the user ID and date/time stamp of any record modifications made by a user.			
	2.9	**Accessibility of Historical Data**; Closed records shall be accessible by program, management and IT staff for statistical use.			
	2.9	The system shall maintain, as accessible data, all open clients plus a minimum defined by ORS for history of closed Clients.			
	2.10	**Prevention of Duplicates;** The system shall be capable of checking for and preventing duplicates on any key field such as SSN in combination with the application date or client number.			
	2.10	If duplicates are found, the system shall reject the activity connected to the duplicate number and provide the user with an error message.			
	2.11	**System Controls;** the system shall provide the capability of preventing and setting limits for backdating of items such as status change, eligibility, application, IPE, or closure information.			
	2.11	The system shall restrict the authorization of services to those included in the client Individualized Plan for Employment (IPE) or Pre- or Post-Plan. For			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		example, only Evaluation Services may be authorized at the Application (Status 02) level.			
	2.12	**Selected Viewing;** The system shall allow viewing of selected items without viewing entire client record for areas such as client narrative, status history and fiscal history.			
	2.13	**Help Screens;** Help screens/dropdown menus shall be available to list and describe valid codes when codes are required on a data entry form.			
	2.14	**Text Entry for Notes and Memos;** Notes and memos shall be accessible through the system.			
	2.14	Users shall be able to cut and paste between processes, thus allowing access to spell checking and formatting, when needed.			
	2.15	**Automated Forms**; The system shall handle the production of automated forms			
	2.15	Individualized Plan for Employment (IPE) form shall comply with federal standards regarding goals, services, vendor, and evaluation method and criteria.			
	2.15	Counselors will have the ability to produce and save customizable letters.			
	2.16	**Authorization for Services;** The system shall have the capability to issue of authorizations' for services (purchase orders)			
	2.16	The system will track individual counselor expenditures and expenditures by client from the inception of the client's case.			
	3	**Client Management Requirements by Phase**			
	3.1	**Referral Requirements:** None			
	3.2	**Application Requirements**; The system shall include client application data as part of the client record.			
	3.2	The system shall be able to capture all required Federal R911data during client application			
	3.2	The system shall be able to capture Independent Living data for Federal 704 and 7-OB reporting.			
	3.2	All Independent Living required fields for 704 and 7-OB reports must be completed before IL intake data is accepted and the case is allowed to be opened.			
	3.2	The system shall provide a document indexing feature or other capability which allows staff to track required paper case documentation.			
	3.2	The system shall provide the ability to create a case log that reflects all case			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		events from application to case closure.			
	3.2	The system shall provide shall provide easy to use case log code lookup function			
	3.2	The system shall allow only one VR case to be open for a client enrolled in an ORS program.			
	3.2	The system shall allow for simultaneous open cases in VR and IL programs with permission of the IL Program Manager.			
	3.2	The system shall allow for simultaneous open Transition cases where C&F student clients are being assessed for VR services			
	3.3	**Eligibility Determination and IPE Development Requirements;** The system shall provide the user the capability to gather and analyze data for eligibility determination, client assessment, vocational goal selection and delivery of services to clients.			
	3.3	The system shall provide options for recording extended evaluation or trial work experience as part of the eligibility determination for VR clients.			
	3.3	The system shall provide for development, recording and track changes to the client Individualized Plan for Employment (IPE).			
	3.3	The system shall provide the ability to collect required data and report on clients participating in the Ticket to Work program.			
	3.3	The system shall provide tracking and reporting of clients placed on a waiting list due to Order of Selection.			
	3.4	**Plan Implementation Requirements**: The system shall provide the user the capability to gather and analyze necessary data to manage the delivery of services to clients.			
	3.4	The system shall provide the capability to restrict or grant Individual Plan for Employment approval authority			
	3.4	The system shall collect data on all case related encumbrances and payments for a specific case, service delivery team and program.			
	3.5	The system shall collect data on all case related purchase orders, encumbrances and payments for a specific case.			
	3.5	The system shall provide the capability to record and track employment services provided by ORS staff .			
	3.5	The system shall provide the capability to record and track Assistive Technology			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		service outcomes.			
	3.6	**Case Closure Requirements;** The system shall record all required R911 data at closure			
	3.6	The system shall allow selected users to document changes between plan and goal achieved, and describe the rationale for the outcome.			
	3.6	The system shall record employment data at case closure.			
	3.6	The system shall capture wage data at case closure.			
	3.6	The system shall support record of all income sources and which source is primary.			
	3.6	The system Has ability to collect required Ticket to Work data.			
	3.6	The system shall allow tracking of hours per week worked and hourly wage information.			
	3.6	The system has ability to record client benefits and insurance information at closure.			
	3.6	The system shall allow reopening of closed cases for Post Employment Services.			
	3.6	The system shall allow for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement.			
	3.7	**Post Employment Services (PES) Requirements;** The system shall provide the ability to describe the scope of PES and justify why they are required.			
	3.7	The system shall provide the capability to approve and provide service categories for PES services.			
	3.7	The system shall provide the capability to change case status back to successfully closed subsequent to PES or unsuccessful PES.			
	4	**Financial Requirements**			
	4.1	**Architecture;** The financial management portion of the system will be a separate software module within the case management system.			
	4.2	**State Financial System Interface Requirements;** The financial management module will include a vendor developed batch interface to the state Office of Accounts and Controls.			
	4.3	**Migration of Existing Data**; The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing financial data from			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		the current system to the new Vendor system.			
	4.4	**General Financial Requirements**			
	4.4	The software shall track all client services expenditures and encumbrances by client, counselor, region, program, vendor, service category, and contract fiscal year.			
	4.4	The system must allow authorized ORS staff to allocate client service budgets to the appropriate level based on the program area.			
	4.4	Orders generated to vendors must reference a database of authorized vendors.			
	4.4	The system shall allow for the authorization, tracking and reporting by month, quarter, federal fiscal year and state fiscal year for both financial and statistical data.			
	4.5	**Financial Module Requirements**			
	4.5	The financial shall be capable of interfacing with the current RIFANS System			
	4.5	The system shall provide the appropriate modular structure to allow interface changes as robust statewide financial systems are developed.			
	4.5	The system shall support all current VR and IL federal program financial data collection, accounting and reporting requirements.			
	4.5	The system shall support all common financial transactions associated with the conduct of program activities. These include but are not limited to: Creating a Purchase Order; Encumbering a Purchase Order; Payment of a Purchase Order; Create and submit:1 t Batch files; Corrections to Payments			
	4.5	The financial module will provide the ability to roll up agency defined VR Service Categories into RSA-2 VR Service Codes for required federal reporting.			
	4.5	The financial module will provide selectable financial reports suitable for normal case, program and vendor management.			
	4.5	The financial module will provide selectable financial reports suitable for performance management and analysis of program and fiscal business processes.			
	4.5	The financial module will provide an ad hoc reporting capability by case or fiscal data element.			
	4.5	The financial module will provide selectable levels of security and access for financial functions ranging from read-only to full system access based on			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		employee duties			
	4.5	The financial module will provide the ability to separate fiscal duties and to designate employee access to specific fiscal modules, draft purchase orders, authorize payments, release orders for payment, create batch files, reprint, reopen, or modify/amend an existing purchase order.			
	4.5	The financial module will allow purchase orders to be processed only when associated with specific active case services or with an authorized exception.			
	4.6	**Required Data Elements**			
	4.6.1	Purchase Order Data			
	4.6.2	Purchase Order Case Coding			
	4.6.3	Purchase Order Fiscal Coding			
	4.6.5	Vendor Table			
	5	**Reporting Requirements**			
	5.1	**General Reporting Capabilities**: The system shall provide a set of predefined reports to include but not be limited to the following:			
	5.1	Client reports			
	5.1	Fiscal (encumbrance and expenditure) reports			
	5.1	Statistical reports for field and administrative staff			
	5.1	Tickler reporting			
	5.1	Federal Standards and Indicators			
	5.1	Ad hoc reports as requested through system queries			
	5.1	Staff shall have the capability to run their own reports, and print the reports locally			
	5.2	**Federal Reporting Capabilities:** The system shall provide the capability to generate federal reports to include but not be limited to the following:			
	5.2	RSA-911 Client Service Report			
	5.2	RSA-2 Annual Vocational Rehabilitation Program/Cost Report			
	5.2	RSA-113 Quarterly Cumulative Client load Report			
	5.2	RSA-704 Annual Independent Living Program, Chapter 1, TITLE VII			
	5.2	RSA-7-OB Annual Report Independent Living Services for Older Blind			
	5.3	**Query and Ad Hoc Reporting Capability;** The system shall be designed to			

Dev Code	RFP Para.	Requirement	System Requirements Document	Module Program Design	Test Plan
		allow ORS staff to have real-time access to all data so as to be able to create ad hoc queries and reports by Client, counselor, field office, region or agency-wide from all system documents.			
	5.3	Queries must be able to be initiated by a system user with a simple query interface such as Query-by-example ("QBE")			
	5.3	Query results must be able to be viewed, printed or saved in MS Word or MS Excel file formats.			
	5.3	The ability to create and save query templates or another "save and re-use" feature must be provided.			
	5.3	Security procedures shall ensure proper reporting level			
	5.4	**Query and Ad Hoc Management Reports;** The system shall be developed so that ORS personnel can run reports to support management information needs.			
	5.4	The system shall include a user interface that accepts selection and sort criteria and then generates reports based on those criteria			
	5.4	The system shall also allow these reports to be generated automatically, with preset criteria.			
	5.4	The report generator functionality must include a scheduling or production process for routine reporting.			
	6	**Other Functionality**			
	6.1	**E-Mail;** E-mail functionality should be tightly integrated between the client management system and ORS' e-mail system.			

11

EXHIBIT 1

**INFORMATION TECHNOLOGY (IT)
SUPPLEMENTAL TERMS AND
CONDITIONS**

GENERAL PROVISIONS:
The terms and conditions of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, which may involve the Agreement. This agreement may not be modified, except by mutual consent executed in writing by both parties.

1. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

   c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

   e) **"Buyer"** means the State's authorized contracting official.

   f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

   g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

   h) **"Custom Software"** *means Software that does not meet the definition of Commercial Software.*

   i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier," "vendor" or other similar term, including its or their subcontractors and agents.

   j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

   k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

   l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, documentation, software code, tangible outcomes, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

   m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

   n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

   o) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

   p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

   q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the prepared and available for Equipment delivery and installation.

   r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

   s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.

   t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

   u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

   v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type

and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

w) **"Machine Alteration"** means any change to a Contractor -- supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour,
Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor

and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

mm) **"Software Failure"** means a malfunction in the Contractor -- supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn) **"State"** means the government of the State of Rhode Island, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Rhode Island.

oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

3. SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision

4. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

5. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island; venue of any action brought with regard to this Contract shall be in Providence County, Providence, Rhode Island. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

6. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of Rhode Island and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) If this Contract is in excess of $500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

7. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the State under this Contract.

8. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

9. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

10. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) contract form, i.e., Purchase Order, Agreement, etc., and any amendments thereto;

c) these General Provisions – Information Technology (IT) Supplemental Terms & Conditions;

d) statement of work, including any specifications incorporated by reference herein - said statement of work shall only be used to describe the vendor's work for the State and shall not be allowed to change the order hereof unless approved by the Legal Department, Department of Administration and the Chief Purchasing Officer;

e) all other attachments incorporated in the contract by reference.

11. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

    i) show the number of the container and the total number of containers in the shipment; and

    ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Division of Purchases.

12. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract

a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the State's Division of Purchases.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

a) The State will not reimburse the Contractor for any Travel or Entertainment expenses.

13. DELIVERY:

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

14. SUBSTITUTIONS:

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

15. INSPECTION, ACCEPTANCE AND REJECTION:

Unless as provided in RFP titled "Office of Rehabilitation-Case Management System" and any addenda for hourly not to exceed or fixed price engagement,

a) payment terms may be based on work accepted – per deliverable, minus a re tainage:

b) For partially complete deliverables, payment will be based upon time worked as a percentage of total estimate, with a 25% retainage held back until individual deliverables are accepted.

c) Upon acceptance of individual deliverable(s), an additional 15% of the cost of that deliverable will be paid.
d) The final balance will be paid upon final acceptance of all deliverables contracted in the engagement

Unless otherwise specified in the Statement of Work:

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

16. **SAMPLES:**
   a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

   b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

17. **WARRANTY:**
   a) Unless otherwise specified in the Statement of Work, the warranties in this subsection begin upon final acceptance of the all Deliverable or service in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
   b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code

(i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
c) Unless otherwise specified in the Statement of Work: (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption. (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified, recommended or approved by Contractor, or (C) misuse by the State. (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover.
"Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance.

18. **SAFETY AND ACCIDENT PREVENTION:**
   In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

19. **INSURANCE:**
   The insurance requirements required by RFP titled "Office of Rehabilitation Services –Case management System" and any addenda.

20. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
   a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such

continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.

21. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, by notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
(i) Stop work as specified in the Notice of Termination.
(ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
(iii) Terminate all subcontracts to the extent they relate to the work terminated.
(iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
(i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
(ii) The total of:
A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause. In no event will lost profit be allowed.

22. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
i) Deliver the Deliverables or perform the services to acceptable quality standards as determined by the state within the time specified in the Contract or any amendment thereto;
ii) Make progress, so that the lack of progress endangers performance of this Contract; or
iii) Perform any of the other provisions of this Contract.
iv) Breach of state policies or procedures

b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials. However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
(i) completed Deliverables,
(ii) partially completed Deliverables, and,
(iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract

23. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Deliverables or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

24. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
   a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
   b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
   c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
   d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

25. **STATE'S LIMITATION OF LIABILITY:**
   The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price.Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

26. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
   a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

27. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, personal injury or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

28. **INVOICES:**
   Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted monthly in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount.

29. **TAXES:**
   Unless otherwise required by law, the State of Rhode Island is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

30. **NEWLY MANUFACTURED GOODS:**
   All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

31. **CONTRACT MODIFICATION:**
   No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

32. **CONFIDENTIALITY OF DATA:**
   All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor

shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available through no fault of Contractor, is already rightfully in the Contractor's possession and which is not subject to prior contrary obligations of confidentiality, is independently developed by the Contractor without the use of such confidential data or information outside the scope of this Contract, or is rightfully obtained from third parties and which is not subject to prior contrary obligations of confidentiality. Contractor and its staff may be required to sign a non -disclosure form.

33. NEWS RELEASES:

Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Office of the CIO.

34. DOCUMENTATION:

a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary and proprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. Documentation must be sufficient to use, operate, support and integrate the system, satisfactory to the State. b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment.

If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice of any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

35. RIGHTS IN WORK PRODUCT:

All work will be "work for hire" with all rights to intellectual property inuring to the State. The Contractor agrees to make no claims to the intellectual property created in connection with this Contract.

a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the Rhode Island Access to Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 36a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State. *Unless* a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 36a) will be conditional upon the following:

i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge by the State. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

   (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made, recommended, approved or furnished by the Contractor; or,

   (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

   (iii) The unauthorized modification by the State of the Equipment furnished hereunder or of the Software; or

   (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software unless such Software is approved or recommended by the Contractor.

e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws and other intellectual property rights. Contractor further certifies and warrants to the State that it has the legal title to any Software or has obtained the right from the legal owners to use and to license to use to the State.

37. EXAMINATION AND AUDIT:

Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

   (i) Cancel the Stop Work Order; or

   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

   (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

39. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

40. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

41. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

42. GOVERNANCE:

Contractor acknowledges that this engagement is through the Office of the State Chief Information Officer (CIO) and the Division Of Purchasing.

43. ADDITIONAL INFORMATION

The State has the right to require the Contractor to provide additional and periodic information at any time to demonstrate the continued financial responsibility of the Contractor.

44. NAMED INDIVIDUALS ONLY

All work will be performed only by the specific employees named and agreed to. The Contractor will not use any other

employee, independent contractor, company or subcontractor without the prior written consent of the CIO and the Division of Purchasing. Any breach of this condition will be cause for default, with the state reserving the right to cancel the Purchase Order. Any waiver of this condition allowing for substitution must be done in writing.

45. INDIVIDUAL ENGAGEMENTS

The State reserves the right to negotiate pricing on individual engagements. Such terms may be different from the stated amount in the Master Blanket or Purchase Order.

46. BACKGROUND CHECKS/ NON DISCLOSURE FORM

The State reserves the right, in its absolute discretion, to conduct criminal and civil background checks prior to or during the term of this Contract. Contractor and its staff may be required to sign a non -disclosure form and/or HIPPAA Business Associate Agreement..

47. DRUG TESTS

The State reserves the right, in its absolute discretion, to conduct drug test(s) on individuals prior to or during the term of this Contract.

48. INDIVIDUAL DELIVERABLES:

The State reserves the right, in its absolute discretion, to accept or reject individual deliverables, with an obligation to pay only for those deliverables accepted. The State may agree, in its absolute discretion, to pay a prorated amount of the deliverable price based on a percentage completion of the deliverables.

49. CHANGE IN PRICE OF DELIVERABLES:

Any change in the price for any deliverable must receive the prior written approval of the CIO, or his designee and the Division of Purchasing.

50. CHANGES IN PERSONNEL:

Contractor may be responsible, for reimbursement to the State, for all costs associated with unplanned turnover including, but not limited to briefing and training any new consultants hired by the Contractor after the issuance of the Purchase Order.

The cost reimbursement contemplated in this paragraph is not intended to suggest that the vendor providing services under a purchase order release is guaranteed the opportunity to replace resources due to unplanned turnover, rather replacement of named individuals under a purchase order release is subject to the terms outlined in Paragraph 45.

51. MODIFICATIONS TO TERMS, CONDITIONS, POLICIES ETC:

The Terms, Conditions, Policies and Procedures may be changed during the period of this Contract, provided fifteen (15) days prior written notice is provided to the Contractor. Posting on the Information Technology Divisions website shall constitute permissible notice under this section.

52. PERIODIC REPORTING:

The State reserves the right to request that the Contractor will provide a report, to the CIO, his/her designee or an Agency IT manager, summarizing all contracts with the State, or in the case of an Agency IT Manager, for a Department, deliverables completed, hours and rates billed, and any material issues during that period.

53. **WAIVER OF NON-COMPETITION AND RELATED**

AGREEMENTS

The Contractor agrees that the State may hire any employee, consultant or independent contractor of the Contractor after the employee, consultant or independent contractor has performed services for the State for period of eighteen (18) months (of 100 hours or more / month) or greater without the payment of any referral fee or other compensation to the Contractor. The Contractor agrees not to enforce any noncompetition or related agreements to which the employee, consultant or independent contractor is a party and waives any and all claims against the State. If the employee, consultant or independent contractor performed services for the State for a period of less than eighteen (18) months then a referral fee or alternate form of compensation will be negotiated in good faith, not to exceed fifteen percent (15%) of the first year

EXHIBIT 2

ACCEPTABLE USE POLICY

1.0 Purpose

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Rhode Island Wide Area Network.

2.0 Objectives

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Rhode Island networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Rhode Island networks.

3.0 Scope

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Rhode Island networks, State provided email, and/or Internet via agency issued network or system User ID's. *The scope does not include State phone systems, fax machines, copiers, State-issued cell phones or pagers unless those services are delivered over the State's IP network.*

4.0 History

This policy shall supersede all previous "State" Acceptable use Policies and shall be effective for all state employees, contractors, subcontractors, casual and seasonal employees, and ALL USERS.

5.0 References

RIGL 38-2-2(4)(i) - Access to Public Records Act
RIGL 11-52-3   - Computer Crime

6.0 Definitions

6.1 Data

Any representation of information, knowledge, facts, concepts, or instructions which are being prepared or have been prepared and are intended to be entered, processed or stored, are being entered, processed, or stored or have been entered, processed or stored in a computer, computer system or computer network.

7.0 Use and Prohibitions

7.1 Network Resources

State employees, vendors/business partners/sub-recipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature.   *All usage may be monitored and there is no right to privacy.* Various transactions resulting from network usage are the property of the State and are thus subject to open records laws.

Prohibitions

- Sending or sharing with unauthorized persons any +information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Division of Information Technology.
- Individuals shall not use proxies, software, hardware or any other means to gain access to any web site blocked or prohibited by DoIT policy
- Attaching processing devices that have not been authorized by the Division of Information Technology. (Examples: Any USB device, including but not limited to, Thumb drives and hard drives.)
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Individuals may not access, copy, add, alter, damage, delete or destroy any data or computer software unless specifically authorized.

7.2. Email

Email and calendar functions are provided to expedite and improve communications among network users to perform business functions with or on behalf of the State.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Knowingly sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate ethics and conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending email that may reasonably be judged offensive, discriminatory, defamatory, disparaging, harassing or threatening to an employee, person or entity.
- Sending confidential material to an unauthorized recipient or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email messages are considered public records pursuant to the Access to Public Records Act, RIGL 38-2-2(4)(i); however, they are subject to the same exemptions as other public records. For example, an email correspondence in the form of a preliminary draft of a document is exempt from disclosure under the Access to Public Records Act.

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

7.3 Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions to perform business functions with or on behalf of the State. The following uses are strictly prohibited:

Prohibitions

- Using the Internet to access non-State authorized web email services, such as AOL, Cox, Yahoo, Gmail, etc.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Screen Savers (animated).
- Accessing sexually explicit sites, political or religious sites, games, and/or gambling sites and all other non-business related websites.
- Using the Internet when it violates any federal, state or local law.

8.0 Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Rhode Island, an organizational risk to the State of Rhode Island in terms of potential harm to employees or citizen security, or a security risk to the State of Rhode Island's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State, as well as the individuals responsible for obtaining it.

9.0 Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions:

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause." In the case of a vendor, sub-recipient, or contractor, the contract administrator will be notified.

2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

3. User Agency's Human Resources may take disciplinary action, up to and including termination, for noncompliance with the terms of this policy.

10.0 Miscellaneous

	POLICY#	STATUS	ISSUED	LAST REVISED	PAGE
doITRIght	00-02	Accepted	2/1/07	2/26/08	30 of 7
State of Rhode Island Department of Administration Division of Information Technology	TITLE		*Acceptable Use Policy*		

10.1 Compliance with Applicable Laws, Licenses and Policies

In their use of Computer Resources, employees must comply with all software licenses; copyrights; all other state, federal, and international laws governing intellectual property and online activities; and all other policies and guidelines of the State and Department.

10.2 Energy Conservation

Energy conservation is an integral component of facility management in the State. In an effort to conserve energy, employees are directed to turn off their computer monitors when they plan to be away from their workstations for long periods of time (i.e., out in the field, meetings, etc.). Further, as a matter of energy conservation and security, <u>all</u> computer equipment must be turned off at the end of an individual's workday or shift. Newer computer models have energy conservation features that may be able to assist users in conserving energy. The DoIT Service Desk is available to assist users who desire to enable such features and may be reached at 574-9709 for assistance.

10.3 Resignation or Termination

Upon resignation or retirement from the State Service, employees must make arrangements with his/her supervisor to preserve the electronic files generated during their tenure with the Department. In cases of termination, the Department reserves the right to immediately preserve the electronic files generated by employees during their tenure.

10.4 Amendments and Revision

This policy may be amended or revised from time to time as the need arises. Employees will be provided with copies of all amendments and revisions by hard copy and email.

11.0 Approvals

_____   _____
             Chief Information Officer   Date

_____   _____

Director, Department of Administration   Date

STATE OF RHODE ISLAND
Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

As a user of State of Rhode Island data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Division of Information Technology (DoIT) any suspicious network activity or security breach.

Privacy Expectations

The State of Rhode Island actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Rhode Island data and resources.

I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Rhode Island, and any other appropriate legal action, including possible prosecution.

I have read and agree to comply with the policy set forth herein.

_____   _____
Type or Print Name   Agency/Business Unit

_____   _____
Signature   Date

EXHIBIT 3

**RHODE ISLAND DIVISION OF INFORMATION TECHNOLOGY ENTERPRISE
CHANGE MANAGEMENT CHARTER**

8.1. STATE OF RHODE ISLAND

Division of Information Technology
Operations Group

8.2.

8.3.   ENTERPRISE CHANGE MANAGEMENT

8.4.   PROCESS CHARTER

Purpose

The modern functioning of State Government relies on the collection, analysis, production, communication, and distribution of information within various state departments, other governmental organizations, business partners, and citizens. The information systems enabling these activities, their users, and supporting infrastructure are crucial, strategic, organizational assets that require efficient quality service to provide maximum value to the organization. Achieving a consistent and coherent set of best practices promoting a quality approach to the service and support of the information infrastructure is the goal of the Division's service management activities. One foundation of these service management activities is Change Management.

The Enterprise Change Management process ensures standard methods and procedures minimize the impact of change related incidents on the quality of services provided to the enterprise, and efficiently and securely improve daily operations. The Enterprise Change Management process also ensures that all changes to the information infrastructure are properly planned, managed, and reviewed prior to their implementation, and measures and reports the impact of change.

The goals of change management include
- Minimize service disruption and impact
- Minimize security threat exposure
- Improve first attempt success rate
- Operating cost reduction

This document outlines the detailed operation of the Enterprise Change Management Process.

Organizational Structure
The Enterprise Change Management authority originates from the CIO. The Operations Group's Change Management function operates as an organizational unit within the Enterprise Service Desk at the direction of the Director of IT Operations. Change Management process within the Enterprise Service Desk performs following the following change management functions
- Receiving and recording
- Analysis and classification
- Approval
- Implementation

- Verification
- Documentation

Roles and Responsibilities
Enterprise Change Management functions are performed by the following roles.
- Change Management Process Owner will be the Operations Chief
    - The process owner is responsible for the documentation of change control policies, compliance, measuring, reporting, and improving the change management process.
    - The process owner is responsible for the compliance of other service support processes with enterprise change management.
    - Ensures Change Advisory Board is authorative and effective
    - Ensures change confirms to standards and policies.
    - Ensures cooperation with other service support and service delivery processes.
    - Decides on composition and authority of CAB.
- Change Manager is responsible for process flow
    - Receiving, registering, evaluation approval and implementation of change
    - Ensures management and customers are sufficiently informed as to the schedule and impact of change
    - Chairs Change Advisory Board activities
    - Reports change metrics
    - Recommends process change
    - Approves standard change
    - Coordinates change process communications
    - Ensures documentation of change
    - Communicates Forward Schedule of Change to the enterprise.
    - Updates OpenView of all change activity
    - Closes Request for Change
- Service Support Manager will be responsible for process implementation including
    - Coordination of change management activities with the change manager and the service desk support infrastructure.
    - Resource availability to complete change management tasks
    - Prioritizing change implementation items with other support activities
    - Reporting the impact of change
    - Documentation of change implementation
    - Ensures only approved changes are implemented
- Change Requester
    - Provides clear description of business needs, goals, and objectives of the requested change.
    - Follows Change Management processes for RFC submittal.
    - Confirms completed change can be closed.
    - Participates in post change review change activity.
- Change Owner
    - Provides a clear description of the business needs, goals and objectives of the change

- Follows the Change Management process for building, testing and implementing a change
- Provides additional information regarding the change when requested by the Change Manager
- Reviews the initial "priority and impact" based on predefined priority definitions and changes it if warranted due to new information
- Confirms the completed change can be closed
- Participates in the Post Change Review process if requested
- Locates and assigns resources used to build, test and implement changes

<u>Change Advisory Board</u> is responsible for the assessment and approval of major change
- o Convenes on a regular basis to consider requests for change raised
- o Advocates for business interests in change assessment
- o Evaluates business impact of change and recommends process improvement

<u>Emergency Change Advisory Board</u> is responsible for the assessment and approval of urgent change
- o Advocates for minimum risk to essential services for urgent change requests

Enterprise Change Management Operating Procedures

Without well defined procedures the change management process will not meet customer requirements nor set standards for service delivery. These operating procedures apply globally to the enterprise information infrastructure.

1. **Every Request for Change (RFC) affecting one or more Configuration Items (CIs) must follow the Enterprise Change Management Process**
   - The change Management process encompasses all proposed changes to the defined information infrastructure.
   - Requests for Change must be logged in a common database, including Urgent change requests.
   - Changes affecting multiple CIs must explicitly define the relationship between the CIs.
   - All new CIs introduced into the information infrastructure must follow the Enterprise Change Management process

2. **All Requests for Change must be logged and tracked**
   - The Enterprise Change Management process must track, record, approve or reject, and close RFCs.

3. **Formal process procedures and guidelines must be documented and consistently followed within Enterprise Change Management.**
   - Process procedures and guidelines must be available to all change management participants.
   - Different change types require different procedures and must be explicitly defined.
   - Enterprise Change Management procedures and process documentation is a CI and are under the control of the Change Management process.

4. **The Enterprise Change Management will resolve scheduling conflicts when there are dependencies that require concurrent activities.**
   - When dependencies require, Change Management must negotiate a coordinated implementation of concurrent change activities.
   - Awareness of concurrent projects and deployment schedules must be managed and maintained through the Change Management process
   - Scheduled project implementations may be delayed due to concurrent dependencies identified by Change Management.

- Lines of communication will be clearly defined and rigorously adhered to.

5. **Enterprise Change Management and CI owners (service customers) will have non-ambiguous communications throughout change lifecycle.**
   - Proper interaction is required between CI owners, service providers, and Change Management including information pertaining to testing and results.
   - A standard format for reporting of test results must be maintained.

6. **Enterprise Change Management must manage and implement Urgent Change Requests in a timely manner.**
   - A separate change procedure will be followed to test and implement Urgent Change.
   - Following the implementation of urgent change, the normal Change Management process steps will be followed to completion.
   - Change documentation will be completed by the change owner following implementation of Urgent Change.

7. Changes identified as Standard Change will follow the Standard Change process.
- Clear criteria defining Standard Change will be documented, and periodically reviewed and updated.
- The number and types of Change will be reviewed to determine if the list of Standard Change needs to be revised.

Process Flow and Execution

Change Management Process (High-Level)

Role	Process Flow
Change Requestor	Request Change
Change Manager	5.1 Log & Classify Change → Urgent Change? — No → Standard Change? — Yes ... Change Successful? / Standard/Minor Change? → Close RFC
Change Advisory Board (CAB)	5.7 Urgent Change — 5.2 Risk & Impact Assessment — 5.3 Change Approval — 5.4 Schedule Change — 5.5 Implement Change — 5.8 Post Change Review
Change Owner	
Change Domain Experts	5.6 Backout Change

No	Procedure	Input/ Trigger	Description	Output/ Completion criteria	Change record status
5.1	Log and Classify Change	Trigger: Request for Change	Change requester submits RFC to Change management process, RFC is reviewed, accepted or rejected, processed, classified, prioritized	Change logging and Classification. Add to Change Mgt Dashboard	Registered
5.2	Risk & Impact Assessment	Input: Accepted RFC	Identifying and analyzing risk and impact of minor/major change on production environment and business	Change Approval	Registered Rejected
5.3	Change Approval	Input: Pending change which has been assessed and is ready to be approved	Review and discuss changes with VCAB findings. Allocate the resources to build, test and implement change. Notify about the accepted/rejected change to the requester	Scheduling change. Update Change Mgt Dashboard	Approved or Rejected
5.4	Schedule Change	Input: Standard Change, Approved Change, Minor Change with known risk	Schedules & notify anyone affected by the changes that will be implemented Issue Change ticket work order	Build & Test changes Update Change Mgt Dashboard	Approved, Approved – Scheduled
5.5	Implement Change	Input: Change work order	Plan, build, test changes. Document test results	Change Implementation Update Change Mgt Dashboard	Implementation- WO pending Implementation- WO open Implementation- WO closed
5.6	Backout Change	Input: Unsuccessfully implemented changes	Execute Back-out plan to remove the change from the production environment	Correct the problems due to implementation of change	In-Process
5.7	Urgent Change	Input: Log & Classify Change	Convene emergency CAB to discuss the urgency of the change, approve, test, build and implement change	Review change Verify change is complete & signoff	Review/ Close
5.8	Post Change Review	Input: Scheduled standard changes	Implement standard changes, conduct formal turnover and close RFC	Close RFC	Closed

Log & Classify Change

Change Management Subprocess 5.1
Log & Classify Change

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
5.1.1	Access RFC Form	Input: Need for production change	The Change Requestor wanting to propose a change to the infrastructure and/or services accesses the RFC form in Service Desk electronically. Note that the Change Requestor may be submitting an RFC on behalf of another party.	Initial access to Service Desk request for change form	Change Requestor
5.1.2	Complete and Submit RFC	Input: Need for production change	The form is filled out by the Change Requestor and submitted, following normal RFC submission procedures.	Completed and submitted RFC	Change Requestor

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
5.1.3	Initial Review of RFC	Input: RFC from change Requester	The RFC is received by the Change Manager and reviewed to determine whether the RFC is a valid RFC.	Reject as not valid Accept RFC for review	Change Manager

5.1.4	Reject RFC?	Input: Initial review of RFC	Based on experience and a growing set of valid RFC criteria, a decision is made by the Change Manager whether or not to reject the RFC. If the RFC is rejected, Activity 5.1.5 is performed. If the RFC is valid and therefore NOT rejected Activity 5.1.6 is performed.	Rejected RFC is returned to Requester with explanation	Change Manager
5.1.5	Return RFC to Requestor with Explanation	Input: Rejected RFC	The Change Coordinator updates the RFC with an explanation as to why it is being rejected and notifies the Requestor that the RFC has been rejected and explains why this is the case.	End process	Change Manager
5.1.6	Review RFC for Completeness and Accuracy	Input: Submitted RFC	The Change Coordinator reviews the RFC to ensure that all of the information necessary for further processing has been captured and entered into the form appropriately.	Completed and accurate RFC	Change Manager
5.1.7	RFC Accepted?	Submitted and complete RFC	If the RFC is NOT accepted, perform Activity 5.1.8. If the RFC is accepted, perform Activity 5.1.9.	Accepted or not accepted RFC Change Mgt Dashboard updated as "Registered"	Change Manager
5.1.8	Work with Requestor to Complete RFC	Input: Accepted but incomplete RFC	The Change Coordinator works with the Change Requestor to gather and input all the information required to process the RFC. Upon completion of this task, Activity 5.1.6 is performed again.	Check for type of Change	Change Manager

| 5.1.9 | Standard Change? | Input: Accepted and priority assigned changes | Referring to a documented set of criteria for identifying different "change categories," the Change Manager decides what type of change is being requested. | If the RFC is a Standard Change, Activity 5.1.10 is performed.

If the RFC is NOT a Standard Change, Activity 5.1.14 is performed. | Change Manager |
|---|---|---|---|---|---|
| 5.1.10 | Identify Standard Change Model | Input: Standard Changes | The Change Manager refers to documentation describing the different Standard Change models available and identifies the type of Standard Change that is being requested. | Identification of type of standard change | Change Manager |
| 5.1.11 | Identify Change Owner | Input: Standard changes with type defined | The Change Manager refers to documentation identifying the Change Owners responsible for carrying out Standard changes and selects one to assign the Standard Change RFC to for further processing. | Sub process 5.4 Schedule Change is then performed to schedule the Standard Change. | Change Manager |
| 5.1.12 | Urgent Change? | Input: Accepted RFC | If this is a request for an Urgent Change, the Change Manager performs Subprocess 5.7 Urgent Change.

If this is NOT a request for an Urgent Change, perform Activity 5.1.10. | Change Manager Processes Urgent RFC | Change Manager |
| 5.1.13 | Assign Initial Priority | Input: Changes which are not Urgent | The Change Manager verify the priority and impact to the RFC based on their experience and documented RFC priority criteria. | Categories change | Change Manager |

5.1.14	Identify Change Owner	Input: Non-standard changes	The Change Manager refers to documentation identifying the Change Owners responsible for carrying out non-standard changes and selects one to assign the non-standard Change RFC to for further processing.	All requests for non-standard Changes are routed to higher-level management for risk and impact assessment.	Change Manager

Risk & Impact Assessment

Change Management Subprocess 5.2
Risk & Impact Assessment

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.2.1	Minor Change?	Input: Accepted Changes	If the requested Change is Minor, perform Activity 5.2.2 If the requested Change is Significant, perform Activity 5.2.6	Minor Change is assigned to Change owner Or Inform CAB of Significant Change	Change Manager
5.2.2	Estimate Minor Change Work Effort	Input: Assigned Minor change	The Change Owner reviews the Minor Change to determine how much work will be required to implement it.	Minor Change documented with work effort	Change Owner
5.2.3	Assess Risk & Impact of Minor Change	Input: Assigned Minor Change with work effort	The Change Owner determines how much risk is involved in implementing the Minor Change and how much of an impact it will have on the environment, resources, etc	Minor Change documented with risk and impact	Change Owner
5.2.4	Risk & Impact Acceptable?	Input: Estimate of change and impact	Determine if the risk and impact of the minor change are within acceptable limits. If so, perform subprocess 5.4. Schedule Change otherwise perform process 5.2.5 to Notify Change Requestor of Rejection	Approve or reject minor Change	Change Manager
5.2.5	Notify Change Requestor of Rejection	Input: Rejected minor change	The Change Owner notifies the Change Requestor that the RFC is being rejected and tells them why this is the situation. At this point the process is ended.	Rejection notification Change Mgt Dashboard to "Rejected"	Change Manager
5.2.6	Identify & Notify CAB Members about Significant Change	Input: Accepted change	Based on the type of Change being proposed and the needs of the Change Requestor, the Change Manager in coordination with Change Owner identifies people to participate in the CAB, and notifies them about the proposed Change.	Notification to required CAB members VCAB schedule posted on Change Mgt Dashboard	Change Manager
5.2.7	Estimate & Document RFC Work Effort	Input: Significant Changes	The Change Owner determines how much effort and risk is involved in implementing the change and how much of an impact it will have on the environment, resources, etc	Document RFC work effort	Change Owner and Change Manager
5.2.8	Assess and Document Risk & Impact of Change	Input: Significant Changes with work effort	The Change Manager and the Change Owner assess and evaluate the risk that the proposed Significant Change presents to the production IT environment and estimate and document the amount of work effort will require.	Estimate, Risk, impact on production environment and	Change Owner and Change Manager

Change Approval

Change Management Subprocess   5.3
Change Approval

Change Manager

From Subprocess 5.2
Risk & Impact
Assessment
Activity 5.2.13

5.3.1
Evaluate All
Related RFCs

5.3.2
Review
Change
Category,
Impact &
Priority

5.3.3
Category, Impact
& Priority Okay?

Yes

No

5.3.4
Update Category,
Impact & Priority of
Change

5.3.5
Resolve
Any
Open
Issues

5.3.10
Notify Change Parties
That Change is
Approved

Change Owner

5.3.11
Identify Resources (Change
Domain Experts)

Subprocess 5.4
Schedule Change

**Change
Advisory
Board
(CAB)**

5.3.6
Risk & Impact
Acceptable?

Yes

No

5.3.7
Document Reasons
for RFC Rejection

5.3.8
Change Rejection
Final?

No

Yes

5.3.9
Notify Change
Parties of Rejection

End

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.3.1	Evaluate all related RFCs	Input: Change impact assessment	Some proposed changes might involve multiple RFCs. The Change Manager evaluates all RFCs related to the Change being proposed to gain a better understanding of the task at hand	Review and approve change	Change Manager
5.3.2	Review Change Category Impact & Priority	Changes with acceptable risk, impact, and work effort	The Change Manager reevaluates the initial Change category, impact and priority settings.	Reviewed changes	Change Manager
5.3.3	Category, Impact & Priority Okay?	Reviewed changes	The Change Manager determines that the RFC are still valid	Changes with acceptable risk, impact, effort, priority, and category	Change Manager
5.3.4	Update Category, Impact & Priority of Change	Changes with non-acceptable category, impact, and/or priority	The Change Manager documents whatever changes are necessary to the Change category, impact and priority.	Adjusted changes with acceptable category, impact, and/or priority	Change Manager
5.3.5	Resolve and Open Issues	Input: Changes with remaining isues	The Change Manager and Change Owner identify any open issues and jointly resolve the issues	Resolved changes	Change Manager and Change Owner
5.3.6	Risk & Impact Acceptable?	Input: Risk and Impact Assessment	Determine if the risk and impact of the change are within acceptable limits. If so, perform process 5.2.12. Otherwise perform process 5.2.10 to Document Change Requestor of Rejection	Approved or Rejected risk, impact, and work effort	Change Advisory Board
5.3.7	Document Reasons for RFC Rejection	Rejection based on risk, impact, and effort.	The Change Advisory Board provides the reasons that the RFC has been rejected to the Change owner.	Notification of rejected change request	Change Advisory Board
5.3.8	Change Rejection Final	Input: Change that has been initially rejected by the CAB	If Change rejection is final work instruction 5.3.X is performed, if not 5.3.5 is performed	Rejection notification or requirement to provide additional information	Change Advisory Board
5.3.9	Notify Change Parties of rejection	Input: Rejected changes by CAB	The Change Manager notifies all Change Parties that Change has been rejected with the reason	Change is rejected Change Mgt Dashboard status updated to "rejected"	Change Manager
5.3.10	Notify Change Parties that Change is Approved	Input: Approved changes by CAB	The Change Manager notifies the Change Requester and the Change Owner that Change has been approved	Identify change resources Change Mgt Dashboard status updated to "Approved"	Change Manager
5.3.11	Identify resources	Input: Approved Changes	With the chg approved, the Chg Owner coordinates with Chg Domain Experts to identify req. resources. The chg is then submitted to subprocess 5.4 Schedule Change.	Identified Resources	Change owner

Schedule Change

Change Management Subprocess 5.4
Schedule Change

Change Manager

5.4.4
Publish Forward
Schedule of
Changes

5.4.5
Application
Change?

No

Subprocess 5.5
Implement Change

Yes

5.4.3
Assign Resources

Change Owner

From Subprocess 5.1
Log & Classify Change
Activity 5.1.11

From Subprocess 5.2
Risk and Impact
Assessment
Activity 5.2.4

5.4.1
Identify
Preliminary
Schedule
(Most Appropriate
Time to Release
Change to
Production)

5.4.2
Notify All Interested
Parties of Preliminary
Change Schedule

From Subprocess 5.3
Change Approval
Activity 5.3.11

Change Advisory Board (CAB)

Release
Management
Process

Security Review
and QC Review

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.4.1	Identify Preliminary Schedule	Input: Change Request	The Change Manager, with input from the Change Owner and CAB, defines a preliminary schedule of activities for the proposed Change. This preliminary schedule is subject to change based on the results of the build and test activities.	Preliminary forward schedule of changes	Change Advisor Board, Change Owner, and Change Manager
5.4.2	Notify All Interested Parties of Preliminary Schedule Change	Input: Change Request	The Change Owner notifies anyone affected by the Change that such a Change is forthcoming, what it is about, etc	Schedules and Notifications Update Change Mgt Dashboard	Change Owner
5.4.3	Assign Resources	Schedule of changes	The Change Manager, with help from the Change Owner, assigns resources (previously identified by the Change Owner) to build, test and implement the proposed Change.	Identified resources	Change Owner and Change Manager
5.4.4	Publish Forward Schedule of Changes	Documented forward schedule of changes	The Change Manager, with input from the Change Owner and CAB, defines a preliminary schedule of activities for the proposed Change. This preliminary schedule is subject to change based on the results of the build and test activities.	Notification or posting of forward schedule of changes	Change Manager
5.4.5	Application Change?	Input: Proposed Change Request	If this is not an application change, subprocess 5.5 Implement Change is performed, otherwise it is sent to the Release Management Process	Implementation of change or Release Management activities	Change Manager

Implement Change

Change Management Subprocess 5.5
Implement Change

Flowchart showing three swim lanes:

Change Manager:
- From Sub-process 5.4 Schedule Change Activity 5.4.5 → 5.5.1 Review All RFC Documentation and Build & Test Results
- 5.5.2 Preliminary Schedule OK? → Yes → 5.5.5 Publish Forward Schedule of Change → 5.5.8 Infrastructure Change? → Yes → Issue Change Work Order
- 5.5.2 No → (down to 5.5.3)
- 5.5.8 No
- 5.5.4 Update Forward Schedule of Change

Change Owner:
- 5.5.3 Identify Final Change Date
- Close Change Work Order → Perform Subprocess 5.8 Post Change Review
- Yes
- 5.5.8 Infrastructure Change? → No → End Process

Change Domain Experts:
- From Subprocess 5.7 Urgent Change Activity 5.7.5
- 5.5.6 Implement Change
- 5.5.6 Implement Urgent Change
- Test Change → 5.5.7 Implementation Successful? → Yes / No → Perform Subprocess 5.6 Backout Change

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.5.1	Review and RFC Documentation and Build and Test Results	Build and Test process completed	Change manager reviews the results of development efforts and validates updated RFC documentation	Validated changes with build and test complete	Change Manager
5.5.2	Preliminary Schedule OK?	Reviews completed	The Change Manager reviews the preliminary schedule and determined if original schedule was correct. If not, performs process 5.5.3 otherwise performs process 5.5.5	Approved schedule or request to change schedule	Change Manager
5.5.3	Set "Final" Change Date	Invalid preliminary schedule	The CAB, Change Manger, Change Owner and CDEs review preliminary schedules and implementation	New schedule	Change Owner, Change Manager and Change Domain

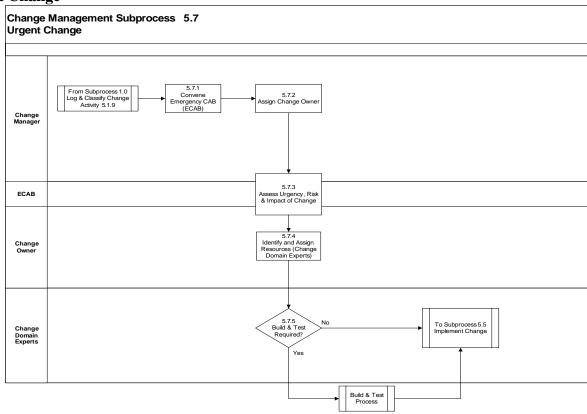| No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
			estimates for this change to generate a new schedule.		Experts
5.5.4	Update Forward Schedule of Changes	New schedule for change set	Change Manager makes required modifications to Forward Schedule of Changes	New Forward Schedule of Changes Created and Approved	Change Manager
5.5.5	Publish Forward Schedule of Changes		Change Manager makes new schedule available to all interested parties.	New Forward Schedule of Changes Published and Distributed, Release Management initiated to implement change	Change Manager
5.5.6	Implement Urgent Change Into Production Environment	Change implementation plan	The Change Domain Expert release changes into production	Implemented changes	Change Domain Experts
5.5.7	Implementation Successful?	Implemented changes	Determine if the implementation was successful. If so perform process 5.5.8 otherwise if not successful, perform subprocess 5.6 Backup Change.	Implementation results	Change Domain Experts
5.5.8	Minor Change?	Results from implementation	If this is a minor change end process otherwise, perform process 5.5.10 Conduct Formal Turnover to Support	End process or formal turnover to support	Change Owner
5.5.9	Conduct Formal Turnover to Support	Major Change	Change Owner is responsible for providing support with necessary code and procedures to implement change and perform subprocess 5.8 Post Change Review.	Results from format turnover to support	Change Owner

Backout Change

Change Management Subprocess 5.6
Backout Change

Change Owner

5.6.2 Notify All Interested Parties of Backout

5.6.3 Perform Root Cause Analysis on Failed Change

5.6.4 Root Cause Identified — Yes / No

5.6.5 Identify and Document Corrective Actions

5.6.6 Standard Change? — Yes / No

5.6.7 Update Standard Change Model Procedures

Change Domain Experts

From Subprocess 5.5 Implement Change Activity 5.5.8

5.6.1 Execute Change Backout Plan

Subprocess 5.4 Schedule Change

Build & Test Process

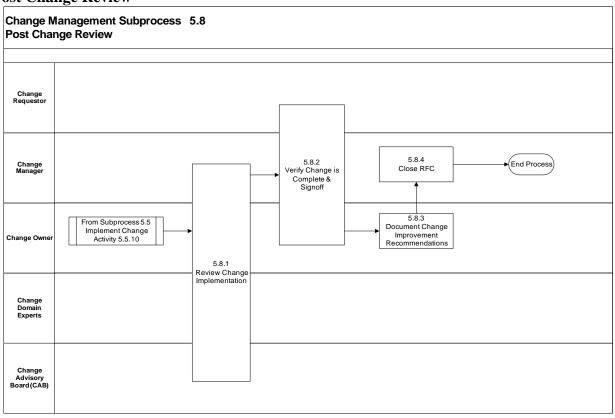| No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.6.1	Execute Change Backout Plan	Backout required from subprocess 5.5 Implement Change Activity 5.5.8	Change Domain Expert determines that a change backout is required and executes the documented backout procedures.	Backout procedure successfully implemented	Change Domain Experts
5.6.2	Notify All Interest Parties of Backout	Backout Procedure 5.6.1 executed	Change owner notifies all interested parties of backout.	Notification of backout	Change Owner
5.6.3	Perform Root Cause Analysis On Failed Change	Backout notification	The Change Owner and Change Domain Experts apply their expertise to determine why the Change failed	Identification of root cause of change failure	
5.6.4	Root Cause Identified	Results from change failure analysis	If the root cause of the Change failure is determined, work instruction 5.6.5 is performed	Root Cause Documented	Change Owner and Change Domain Experts.
5.6.5	Identify and Document Corrective	Documented root cause	The Change Owner and Change Domain Experts generate a list	List of corrective actions	Change Owner and Change

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
	Actions		of corrective actions.		Domain Experts
5.6.6	Standard Change?	Corrective actions to failed change	Determine if this change was a standard change, if so, perform process 5.6.7 Update Standard Change Model Procedures, otherwise refer change and it's backout back to the Build and Test Process.	Update standard change model or perform build and test process	Change Domain Experts.
5.6.7	Update Standard Change Model Procedures	Backout of Standard Change Required.	Determine what if any standard processes may have contributed this change being backed out and determine what changes can be implemented to the standard change process.	Updated Standard Change Procedures	Change Domain Experts

Urgent Change

Change Management Subprocess   5.7
Urgent Change

Change Manager	From Subprocess 1.0 Log & Classify Change Activity 5.1.9 → 5.7.1 Convene Emergency CAB (ECAB) → 5.7.2 Assign Change Owner
ECAB	5.7.3 Assess Urgency, Risk & Impact of Change
Change Owner	5.7.4 Identify and Assign Resources (Change Domain Experts)
Change Domain Experts	5.7.5 Build & Test Required? — No → To Subprocess 5.5 Implement Change / Yes → Build & Test Process

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.7.1	Convene Emergency CAB	Input: Change is an Urgent Change from subprocess 1.0 Log & Classify Change Activity 5.1.9	The Change Manager convenes a meeting of the individuals who have been designated as members of the Emergency CAB (ECAB). Note that this meeting may very well not be face-to-face, given the urgency of the situation	Review Urgency, Risk, impact and assign the change to a owner	Change Manager
5.7.2	Assign Change Owner	Identification of urgent change	The Change Manager immediately assigns a Change Owner based on knowledge of the proposed change, the urgency of the Change, the customer and/or environment affected, etc.	Identified change owner	Change Manager
5.7.3	Assess Urgency, Risk and Impact of Change	Urgent change with ownership	The Emergency Change Board with the Change Manager and Change Owner review all available information regarding the scope, risk, impact and urgency of the proposed Urgent Change.	Urgent change with risk, impact, and urgency	Change Manager, Emergency CAB and Change Owner
5.7.4	Identify and Assign Resources (Change Domain Experts)	Approved urgent changes	The Change Owner immediately assigns Change Domain Experts to this change based on knowledge of the proposed change, the urgency of the Change, the customer and/or environment affected, etc	Implementation identified and assigned to change	Change Owner
5.7.5	Build and Test Required?	Approved urgent changes with resources assigned	The Change Domain Experts determine if Build and Test Process should be implemented. If Yes, submit Urgent Change to Build and Test Process, if not, perform subprocess 5.5 Implement Change	Either implantation of urgent change or perform build and test process	Change Domain Experts

Post Change Review

Change Management Subprocess   5.8
Post Change Review

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
5.8.1	Review Change Implementation	Completion of Subprocess 5.5 Implement Change Activity 5.5.10	The Change Manger, Chang Owner, CDE and CAB review and verify the change as implemented.	Ensure change occurred according to plan	Change Manager, Change Owner, Change Domain Experts and CAB
5.8.2	Verify Change is Complete & Signoff	Implemented change	The Change Manger and Change owner validate that the RFC as implemented has meet the requirements	Change verified and signoff complete	Change Requestor, Change Manger

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
			as specified by the Change Requestor.		and Change Owner
5.8.3	Document Change Improvement Recommendations	Complete and verified change	The Change Owner provides input to the Change Management Process Owner to determine if any changes are required in the Change Management Process.	List of change process improvements	Change Owner
5.8.4	Close RFC	Complete Change Implementation and Review	The Change manager verifies that all required steps have been completed and closes the RFC.		Change Manager