Ohio Public Employees Retirement System

Request for Proposal

For:
IT Contract Services

Date:
6/15/2017

Project Name:
Senior Selenium Tester to Support Health Care Enhancements Project

277 East Town Street
Columbus, Ohio 43215
1-800-222-PERS (7377)
www.opers.org

PLEASE NOTE: NO RESPONDENT SHALL ATTEMPT TO COMMUNICATE WITH OPERS CONCERNING THIS RFP IN ANY MANNER OTHER THAN AS SPECIFICALLY PROVIDED IN THE “RFP COMMUNICATION PROTOCOLS” SET FORTH IN ATTACHMENT 1 HERETO.

RESPONDENT SHALL INCLUDE A STATEMENT IN THE COVER LETTER TO ITS RESPONSE (SEE SECTION D.1.4) THAT IT UNDERSTANDS AND ACKNOWLEDGES THAT RESPONDENT SHALL NOT COMMUNICATE WITH OPERS CONCERNING THIS RFP IN ANY MANNER OTHER THAN AS SPECIFICALLY PROVIDED IN ATTACHMENT 1 HERETO.
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A. BACKGROUND

1. Retirement Board

   In 1935, the Ohio Public Employees Retirement System (OPERS) began a tradition of providing excellent retirement benefits for state employees. With approximately $87.3 billion in net assets, the System provides retirement, disability, and survivor benefit programs for public employees throughout the state who are not covered by another state or local retirement system. OPERS serves 1,067,000 members of approximately 3,700 public employers and over 205,000 retirees, disability recipients and surviving beneficiaries who receive monthly benefits.

2. Financial Information

   The most recent OPERS Comprehensive Annual Financial Report is available on the OPERS website at: https://www.opers.org/financial/reports.shtml

B. OVERVIEW

The OPERS Application Development Group is seeking one (1) Senior Selenium Tester for staff augmentation to assist in test automation of our current Health Care Application. Respondents to this RFP (“Vendor”) may be either firms seeking to provide staffing services for such position or independent contractors seeking to fill positions themselves. The role is described in detail below:

1. Senior Selenium Tester

   During the ongoing development life cycle, the Selenium Tester will create and maintain automation scripts to be executed by Jenkins to ensure the Health Care Application will meet new acceptance criteria and automate regression testing. Automated Testing may be implemented for both the UI using Selenium as well as via service level testing via SOAP UI.

   **Current System:** Custom Line of Business (LOB) J2EE application running IBM JSF, EJB 2.2, webservices using JAX-B/JAX-RS and RESTful both as a consumer and a provider all running on a WebSphere 8.0 server.

   **Current Regression Test:** 60 Base Regression test exists for a manual tester to perform base regression test.

   The Senior Selenium Tester must have a stable work history that includes a minimum of 3 years of experience using Selenium where they have been able to setup tests. Bachelor’s degree in Computer Science or technical training equivalent is required. Technical skills required are proficiency in MS Office and other Windows based applications. Refer to Attachment 3 Senior Selenium Tester Skill Set Matrix for additional skills. The candidate should possess strong problem solving skills as well as prior development experience in JAVA. The candidate should be a self starter that is able to work with existing long tenure team members to enable automated testing.

2. Project Assumptions

   It should be assumed that OPERS will provide on-site work space, and basic administrative support for contracted vendor employees. Project will utilize existing development, test and production environments. OPERS anticipates that the project will begin on or before July 24, 2017, and Vendors shall be prepared for the Senior Selenium Tester to begin work by that date. Development work under this RFP, including production support of any and all changes made is expected to run through December 31, 2017.
C. PROPOSAL CONTENT

At a minimum, the proposal must include the following information. For ease of review, each requirement should be addressed in a separate section preceded by an index tab to identify the subject of the section. The proposal should be formatted on consecutively numbered pages and include a table of contents.

1. Cover Letter

The Vendor must include a cover letter, which will be considered an integral part of the proposal, in the form of a standard business letter, and must be signed by an individual who is authorized to bind the vendor contractually. It must include:

1.1 A statement regarding the Vendor’s legal structure (e.g. an Ohio corporation), Federal tax identification number, and principal place of business.

1.2 Vendor’s primary contact on this RFP, who has authority to answer questions regarding the proposal:

   1.2.1 Firm Name
   1.2.2 Contact’s Name
   1.2.3 Additional Contacts
   1.2.4 Contact’s Address
   1.2.5 Contact’s Phone and Facsimile Numbers
   1.2.6 Contact’s E-mail Address

1.3 A statement that the Vendor’s proposal meets all the requirements of this RFP.

1.4 A statement that the Vendor acknowledges and agrees that any communication with OPERS concerning this RFP shall be in compliance with Attachment 1, the “RFP Communications Protocols.”

1.5 A statement that the Vendor has not submitted its proposal with the assumption that there will be an opportunity to negotiate any aspect of the proposal.

1.6 A statement that the Vendor acknowledges that all documents submitted pursuant to this request may be subject to disclosure under Ohio’s Public Records Act, see Section E(1) of this RFP.

1.7 A statement that the Vendor acknowledges and agrees that the contract provisions contained in Attachment 2 shall be included in any contract with OPERS that may result from this RFP, and such contract provisions shall control in the event of any conflict.

1.8 A statement that OPERS shall possess full ownership and all rights and interests, including copyright interests, in all deliverables (the “Project Deliverables”) under its contract with the Vendor, including in all software, documentation, and other project-related work, as applicable.

1.9 A statement that the Vendor will ensure that the Vendor’s subcontractors shall be obligated to assign to OPERS their ownership rights in any deliverables.

2. Questionnaire

Please provide the following information:

2.1 Vendor’s domestic office locations, identifying which location will be assigned this project.

2.2 Vendor’s organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
2.3 How many years has Vendor been in business?

2.4 Yes/No: Has Vendor undergone any material change in its structure or ownership within the last 18 months? If yes, please describe.

2.5 Yes/No: Is any material change in ownership or structure currently under review or being contemplated? If yes, please describe.

2.6 If available, please provide a report, study, or assessment of your company, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your firm’s strengths and weaknesses vis-à-vis your key competitors.

2.7 Please provide your most recent financial statements including a statement of financial position, an annual income statement and balance sheet.

2.8 Please describe any material litigation to which your company is currently a party. In addition, please describe any material litigation that your company has been involved in over the last 3 years.

2.9 Please provide a list and describe litigation brought or threatened against your company by existing or former clients over the past 5 years.

2.10 Please describe any relationships that your company has with potential vendors to OPERS, including any potential fees or other remuneration your company may receive for recommending their products or services.

3. Proposed Candidates

3.1 Please submit a maximum of three (3) qualified named Senior Selenium Tester candidates. For each individual that you propose to assign to this engagement, please provide a resume with the following information:

3.1.1 Employee name and title.
3.1.2 The month and year that the employee began working for your organization.
3.1.3 Employee work history.
3.1.4 Degrees and certifications earned.
3.1.5 Previous application development engagements and experience.

3.2 Vendor is requested to perform all services and may not subcontract without the written consent of OPERS. For each of the Vendor’s potential subcontractors, please provide a narrative with the following information:

3.2.1 The subcontractor’s (firm) name and address.
3.2.2 A brief description of the work said subcontractors might perform.

3.3 Please describe your firm’s procedures in the event that a contact person assigned to this engagement leaves your firm during the term of the engagement.

3.4 Please describe the candidate’s proficiencies in the competencies set forth in Attachment 3.

4. References
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Please provide a statement describing similar work that your firm has performed over the last 3 years related to application design, development, and implementation for public retirement systems, public agencies or other work that may be relevant. It should include:

4.1 The names, addresses and telephone numbers of three (3) current clients.

4.2 The name and telephone number of a responsible official who may be contacted as a reference.

4.3 A summary description of the scope of work.

5. Cost

5.1 Please provide an hourly rate quote for the IT professionals submitted.

5.2 State whether Vendor will negotiate its proposed fee if OPERS decides negotiation is appropriate as to any aspect of the proposals, including the fee, with the finalist(s). In no case, however, will the negotiated fee be higher than the fee submitted in the proposal.

6. Sample contract

Please provide a sample contract with your proposal for consideration if you are selected for this engagement, along with a copy of your certificate of insurance. The contract should reflect the specific scope and deliverables of this engagement as well as hourly fees for any potential work outside the scope of this engagement and response times.

Notwithstanding the foregoing, any contract that may result from this RFP must include the contract provisions included in Attachment 2, which provisions shall control in the event of any conflict.

7. Additional Information

The Vendor should provide any other information it believes relevant to the engagement.

D. SELECTION CRITERIA

Proposals will be evaluated, and OPERS will make any final decision to award the contract.

During the evaluation process, the OPERS management may, at its discretion, request any or all vendors to make oral presentations. Such presentations will provide Vendors with an opportunity to answer questions regarding the Vendor’s proposal. Not all Vendors may be asked to make such oral presentations.

Proposals will be evaluated based on the following criteria, (each criteria may be weighted, if desired):

1. Individual qualifications of the proposed candidates.

2. Cost.

3. Vendor qualifications

After evaluation of the proposals, OPERS may determine a list of finalists not to exceed five (5) and may commence sequential negotiations on any aspects of the proposals OPERS deems appropriate beginning with the highest scoring finalist. If OPERS does not reach agreement with the highest scoring finalist within seven (7) calendar days, or if in the opinion of OPERS negotiations reach an impasse, OPERS may decide not to award the contract or may begin negotiations with the second highest scoring finalist. OPERS may choose to continue such negotiation schedule with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or OPERS decides not to award the contract.

E. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS
1. Vendor acknowledges that OPERS is subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor must identify any material or documents that are confidential and clearly mark those items or documents at the time of submittal. If a request for records is made that includes information Vendor has identified as confidential, OPERS will make reasonable efforts to contact Vendor in sufficient time to allow Vendor to take appropriate legal steps to protect the confidential information from disclosure. If as a result of the position taken by Vendor regarding the confidentiality of the information OPERS is assessed any damages or fees, Vendor shall indemnify OPERS for such damages or fees. If no documents or materials are identified and marked by Vendor as confidential, Vendor will be deemed to have consented to the release of the document or material, and to have waived any cause of action against OPERS resulting from the release of the documents or materials.

2. Regardless of cause, late proposals, in whole or in part, will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor’s sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor, or destroyed if so requested.

3. OPERS reserves the right, in its sole discretion, to reject any or all proposals submitted, and to waive as to any vendor or as to all vendors, any informality or irregularity in a proposal or proposals or any failure to conform to the instructions in this RFP.

4. OPERS reserves the right to modify any dates stated in this RFP at its sole discretion and accepts no liability to the extent the actual schedule differs from the dates set forth herein. In the event a change is made to the RFP Schedule, a revised schedule will be posted on the OPERS website.

5. This Request for Proposal is not a contract, not meant to serve as a contract, and does not constitute a promise to enter into a contract.

6. OPERS shall not have any responsibility or liability whatsoever with respect to any costs incurred by any Vendor in preparing a proposal or responding to this RFP.

7. OPERS does not make any representation or warranty regarding the accuracy or completeness of any information contained in this RFP, its Attachments, or any statements my by representatives of OPERS during the RFP process. Each Vendor is responsible for making its own evaluation of the information and data contained in this RFP and in preparing and submitting responses to this RFP. OPERS’ issuance of this RFP and receipt of information in response to this RFP will not, in any way, cause OPERS to incur any liability (whether contractual, financial, or otherwise) to any Vendor participating in the RFP process.

8. All documents, proposals and other materials submitted in response to this RFP will become the property of OPERS and will not be returned to Vendor.

9. Vendor agrees to comply with all terms, conditions and requirements described in the RFP. Any failure by any responding Vendor to so comply shall be grounds for rejection of that Vendor’s proposal, as determined by OPERS in its sole discretion.

10. If a contract results from this RFP, neither the successful responding Vendor, nor anyone on its behalf (including its agents, affiliates, subcontractors and/or vendors), shall publish, distribute or otherwise disseminate any press release, advertising and/or publicity matter of any type or kind (collectively “advertising material”) having any reference to OPERS, this RFP or the resulting contract, unless and until such advertising material first shall have been submitted to and approved in writing by OPERS.

F. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Please provide 2 electronic copies (including one (1) redacted copy for public records requests) of your proposal by **12:00pm Eastern Time, on Friday, June 23, 2017** to:
2. OPERS may host a Vendor Conference regarding any material included in this RFP for all interested vendors. Conference required: ☐ Yes or ☑ No?

3. Questions concerning this Request for Proposal must be submitted via e-mail to nparsell@opers.org. The question and answer period will be from June 16, 2017 through 4:00 PM ET June 20, 2017. Questions and answers will be posted to the website.

4. All communications with OPERS concerning this Request for Proposal must be conducted in compliance with Attachment 1, “RFP Communication Protocols” attached hereto.

5. This Request for Proposal is issued on June 15, 2017. OPERS reserves the right, in its sole discretion, to amend or cancel this RFP.
Vendors are restricted from communicating with OPERS in any manner, whether oral, written, electronic or otherwise, that a reasonable person would infer constitutes an attempt to unduly influence the award, denial, or amendment of a contract, from the time this RFP is issued through the final award and approval of the contract or termination of this RFP. **Any communications with OPERS in violation of this Attachment 1 may result in immediate disqualification of such Vendor.**

The following communications channels are permissible for Vendors to communicate with OPERS to ensure that no violations of these Communication Protocols occur:

- **Question and Answer Period:** See Section F.3 of the RFP.

- **Supplemental Questions:** OPERS may, after an RFP has been posted, post to the OPERS website supplemental RFP questions for Vendors to answer. If such supplemental questions are posted by OPERS, Vendors shall respond to such questions according to the instructions included with the supplemental questions.

- **Finalist Presentations:** See Section D of the RFP.

- **Additional Information:** OPERS may, but is not obligated to, request additional information and materials from any Vendor for evaluation of its proposal. Information submitted by a Vendor absent a request by OPERS that is not in the nature of a correction or clarification to the proposal will not be considered. A Vendor must immediately notify OPERS if any information in a proposal becomes invalid or untrue prior to the completion of the RFP process. OPERS may disqualify a Vendor from further consideration if the Vendor fails to immediately notify OPERS of invalid or untrue information, or fails to respond to OPERS’ request for additional information and materials. OPERS shall have no obligation to inform any Vendor of any deficiency in its proposal.

ATTACHMENT 2

1. **CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Contractor represents, warrants and covenants that:

   - it has the authority to enter into the Agreement and perform the services provided under the Agreement;

   - it shall comply with all applicable federal, state and local laws in providing services under the Agreement, including, but not limited to, the reporting requirements contained in Sections 101.90 et seq. of the Ohio Revised Code (Joint Legislative Ethics Commission), and the laws contained in Chapter 102 of the Ohio Revised Code.
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Revised Code (Ohio Ethics Commission) governing ethical behavior that apply to persons doing or seeking to do business with OPERS; and,

- it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to OPERS or to any of its board members, officers, employees, or agents, or any other third party related to Contractor’s engagement under the Agreement, including a finder’s fee, cash solicitation fee, or a fee for consulting, lobbying or similar services that could influence OPERS’ decision to enter into the Agreement.

2. DISCLOSURE AND USE OF RECORDS: Contractor shall not disclose or use any information concerning OPERS’ members or retirees, or any other confidential information obtained in providing services under the Agreement, without OPERS’ prior written consent. Contractor understands that OPERS is subject to the Ohio Public Records Act. If OPERS receives a public records request for records related to the Agreement, OPERS will reasonably attempt to contact Contractor in sufficient time to allow Contractor to take the legal steps it deems necessary to protect the confidential information from disclosure. Contractor shall indemnify OPERS if OPERS is assessed any damages or fees as a result of the position Contractor asserts regarding the confidentiality or public disclosure of the records.

3. ADVERTISING AND PUBLICITY: Neither Contractor, nor anyone on Contractor’s behalf (including any or all of its agents, affiliates, subcontractors or vendors), shall publish, distribute or otherwise disseminate any press release, advertising or publicity matter of any type or kind (collectively “Advertising Material”) having any reference to OPERS or this Agreement, unless and until the Advertising Material is first submitted to and approved in writing by OPERS.

4. INDEMNIFICATION AND LEGAL ACTION:
   - Contractor shall indemnify OPERS, its board members, officers, and employees against any claims, damages, costs or losses resulting from Contractor’s negligent or intentional acts, or those of its officers, employees or agents, under the Agreement (“Indemnity Claims”). Contractor shall defend OPERS, its board members, officers and employees against Indemnity Claims, if OPERS requests that Contractor do so. OPERS will not be required to file a lawsuit to obtain reimbursement for the Indemnity Claims.
   - OPERS shall not indemnify Contractor for claims, damages, costs or losses of any nature that arise under the Agreement (“Contractor’s Claims”). Contractor may seek recovery of Contractor’s Claims through legal action against OPERS, if appropriate.

5. GOVERNING LAW AND FORUM: Despite anything to the contrary in the Agreement, issues concerning the Agreement will be governed by, construed and enforced according to Ohio law, exclusive of Ohio’s conflict of laws principles. Any litigation concerning the Agreement must be brought only in courts of competent jurisdiction located in Franklin County, Ohio, and Contractor irrevocably consents to this venue and jurisdiction. OPERS shall not waive its right to trial by jury in any action, proceeding or counterclaim concerning the Agreement or the actions of either party regarding any aspect of the Agreement, regardless of the legal theory, unless the Ohio Attorney General consents to this waiver.

6. RENEWALS: The parties agree that the Agreement may be renewed by written mutual consent of the parties, and that the Agreement will not renew automatically.

ATTACHMENT 3

Senior Selenium Tester Skill Set Matrix

Must have demonstrated proficiency in the following competencies:

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<tr>
<th>Selenium</th>
<th>Required</th>
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<tr>
<td>Jenkins</td>
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<td>Java</td>
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<td>Soap UI</td>
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<td>JUnit</td>
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