

REQUEST FOR PROPOSALS

RFP NUMBER: CSP903813
INDEX NUMBER: DPS024
UNSPSC CATEGORY: 43000000, 44000000, 46000000, 60000000, 81000000

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Public Safety, is requesting proposals for:

Bureau of Motor Vehicles Print On Demand (POD) Sticker System

RFP ISSUED: November 5, 2012
INQUIRY PERIOD BEGINS: November 5, 2012
PROPOSAL CONFERENCE: November 9, 2012 at 10:00 a.m.
INQUIRY PERIOD ENDS: November 20, 2012 at 8:00 a.m.
PROPOSAL DUE DATE: November 26, 2012 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and fifteen (15) attachments, totaling 74 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Public Safety (the Agency), is soliciting competitive sealed proposals (Proposals) for the Ohio Bureau of Motor Vehicles Print On Demand (POD) Sticker System and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offeror's must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through December 31, 2015. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed two (2) years unless DAS determines that additional renewals is necessary and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

BACKGROUND.

The Offeror must provide a turnkey Print on Demand (POD) system, which will include stickers, hardware, software, and programming for integration into the current ODPS/OBMV systems. The Offeror shall provide the sticker materials and deliver them to the issuing locations prepared for printing without any modification(s). The printed validation stickers needed must be affixed to the sticker backing, so that the ODPS/OBMV registration form can be attached without puncturing the sticker.

The installation and configuration of the hardware, as required by the ODPS/OBMV, must be accomplished without disruption of the sales locations. Currently there are one hundred ninety-five (195) DRs statewide and one (1) Central Issue Center (CIC) in Columbus, Ohio. Two complete sticker printer operations shall also be placed in operation within the ODPS/OBMV testing and development centers. The software shall be compatible with the existing ODPS/OBMV systems. The ODPS/OBMV personnel shall provide any needed programming to the existing system, with the Offeror's assistance, to ensure that the vehicle registration activity is not disrupted. The Offeror must maintain the Offeror-provided equipment and software that will be used for the POD system. Additionally, the Offeror will provide training, supplies, and services required for the proposed system.

The Offeror is required to provide the validation stickers. The stickers must be compatible with the POD process. The system must print variable registration information as specified in this RFP. The Offeror will ensure each sales location has sufficient inventory of sticker (each expiration year) and consumable materials that will last a minimum of ninety (90) days.

OBJECTIVES. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	November 5, 2012
Inquiry Period Begins:	November 5, 2012
Inquiry Period Ends:	November 20, 2012, at 8:00 a.m.
Proposal Due Date:	November 26, 2012, by 1:00 p.m.

Estimated Dates

Contract Award Notification:	December 7, 2012
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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PROPOSAL CONFERENCE LOCATION, DATE, AND TIME:

A non-mandatory Proposal Conference will be held on Friday, November 9, 2012 at 10:00 a.m. (weather permitting) at the Ohio Department of Public Safety, 1970 W. Broad Street, Columbus, Ohio 43223. The purpose of this conference is to discuss the RFP and the Project with prospective Offerors and to allow them to ask questions arising from their initial review of this RFP.

All prospective Offerors are strongly encouraged to attend the non-mandatory Proposal Conference. The State does not permit any recording devices or cell phones during the proceedings.

Conference attendance must be scheduled through the Department of Administrative Services contact person - Ryan Beers, State Procurement Analyst, at 614-466-2418 or ryan.beers@das.state.oh.us. Your participation in the proceedings must be scheduled no later than Thursday, November 08, 2012 by 12:00 p.m. The names of all visitors must be provided at the time of scheduling to arrange visitation passes. The visitors whose names do not appear on the reservation list will not be issued passes and may not be admitted into the building.

Visitors must have a valid driver's license or photo ID to enter the facility. Site visits will not be allowed on any dates other than those set by the Department of Administrative Services. At no time prior to or after the Site Visit, will the Offerors obtain answers from agency personnel. The Offeror questions that arise before and after the Vendor Conference must be addressed via the question and answer process detailed in this RFP. Responses to all questions arising during the Proposal Conference will be provided in the Question and Answer section of the procurement opportunity detail page on the State Procurement Web site.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and fifteen (16) attachments. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror Performance Form
Attachment Eight	Contractor / Subcontractor Affirmation and Disclosure Form
Attachment Nine	Cost Summary Form
Attachment Ten	Deputy Registrar Sales Locations and Usage
Attachment Eleven	Validation Stickers
Attachment Twelve	Ohio Administrative Code (OAC) 4501-27-07
Attachment Thirteen	Training Certification Letter Sample
Attachment Fourteen	Deputy Registrar Sales Location Layout(s)
Attachment Fifteen	Ohio Bureau of Motor Vehicles District Offices

PART THREE: GENERAL INSTRUCTIONS

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

CONTACTS. The following person will represent DAS:

Ryan Beers
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
 - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: CSP903813 DPS024

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP903813 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP903813 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

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

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

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL INFORMATION. DAS procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the Contract. Further, the DAS will open for public inspection all proposals provided to the DAS in response to this RFP.

Therefore, an Offeror should not provide DAS with any information that the Offeror wishes the DAS not to provide to the public pursuant to a public request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked "Confidential" and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without certain information DAS deemed "public" (DAS will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan (Attachment Two) to the committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
 - b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to

rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

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

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

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

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
 8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
 9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal

entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements for up to the past three (3) years if DAS is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Table 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Table 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
1. Offeror states in the cover letter that they are able to provide validation stickers per the specifications outlined in the OAC 4501-27-07 (Attachment Twelve)		

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Table 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	860 Points
Proposal Cost	365 Points
Total	1225 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Scope of Work			
1. Offeror must provide validation sticker material as outlined: <ul style="list-style-type: none"> a. Certified as meeting OAC 4501-27-07 requirements b. Certified as meeting print durability requirements c. Weather-resistant d. Pressure sensitive adhesive on the back side with a peel-away protective liner e. Meets durability requirements f. Print appearance and legibility g. Minimum of eight (8) background colors identified 	25		

<p>2. The Offeror must demonstrate that their proposed POD system will meet the validation sticker production requirements in all of the following areas:</p> <ol style="list-style-type: none"> a. Space utilization b. Receives ODPS/OBMV data stream c. New or previous equipment d. Back-up ability e. Ease of use of hardware f. Legibility and quality of finished sticker g. Number of systems equals or exceeds number of POD Registration Form printers h. Single action for clerk/operator to print vehicle registration and validation sticker i. Include a counting mechanism to determine daily number of validation stickers successfully completed j. Sticker prints within three (3) seconds of receiving print directions k. Sticker printing does not delay registration process l. Printers, stickers, and consumable supplies 	25		
<p>3. The Offeror must identify validation sticker remake procedures if either or both of the following occur:</p> <ol style="list-style-type: none"> a. Sticker is damaged during printing b. Sticker is damaged as a result of clerk/operator error 	15		
<p>4. The Offeror must provide an Accountability/Security Plan for recovery of unused/salvaged sticker material, supplies, and hardware under its control and during delivery and shipping.</p>	20		
<p>5. The Offeror must provide an Installation and Training Plan completed by January 1st, 2013 which includes the following:</p> <ol style="list-style-type: none"> a. Equipment installation plan, including specification of electrical requirements and network connection requirements b. Plan for initial and subsequent (on demand) clerk/operator training c. Suggest suitable delivery process and timeline for the proposed POD system d. Demonstrate, in its proposal, a clear understanding of the requirements of this project and have a clear vision of the solution 	15		
<p>6. The Offeror must provide a Maintenance and Support Plan including the following:</p> <ol style="list-style-type: none"> a. Technical Support b. Equipment routine/preventative maintenance schedule c. Equipment replacement plan if repairs and/or maintenance fail to meet allowable down time d. Software Upgrades e. Two (2) back-up printers located within each of the five (5) OBMV districts (See Attachment Fifteen) 	15		
<p>7. The Offeror must provide a Customer Service Plan with the following:</p> <ol style="list-style-type: none"> a. Designated primary, secondary, and executive contacts including contact information b. Agreement to technical support hours c. Key personnel staffing plan and illustrate the amount of time that will be dedicated by each to the Work. 	10		
<p>8. The Offeror must demonstrate sufficient resources and financial stability to meet the requirements and deadline of the POD System.</p>	10		

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror References			
1. The Offeror must produce vehicle validation stickers or provide a system to produce vehicle validation stickers for use on license plates, and those license plates have been issued for vehicle use for a minimum of four (4) years.	5		
2. The Offeror must have provided a system to produce POD validation stickers for use on state license plates, and those license plates have been issued for vehicle use in one state in the last four (4) years.	7		
3. The Offeror must provide a certification from an independent certified lab that sticker and print durability meets the five (5) year requirement for the State.	7		
4. The Offeror must demonstrate that they have provided a turnkey system where the Offeror retains equipment ownership, responsibilities, provides consumable supplies, and was paid based on a per transaction basis for a minimum of two (2) years. Including at least two (2) years paid by completed transaction or with a complete turnkey system.	7		
5. The Offeror must demonstrate that they have installed a complete print on demand validation sticker system, and trained operators to operate each type of system. The systems described do not need to be the same type of systems offered in a proposal. Including installation of a complete print on demand validation sticker system for at least one (1) entity and trained the operators to operate the system. Please indicate the number of trained individuals.	4		
6. Offeror must provide a minimum of three (3) references (not to include the ODPS) from previous jobs similar to this Project and provide details of similarities. Offeror must complete all areas of Attachment Six for each of the three (3) references provided. These references must relate to work that was completed within the past five (5) years. If fewer than three (3) references are provided, the Offeror must include information as to why fewer than three (3) references were provided.	7		
Maximum Points 860			

Total Technical Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

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

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

I. SCOPE OF WORK.

The Offeror must provide a turnkey Print on Demand (POD) system, which will include stickers, hardware, software, and programming for integration into the current ODPS/OBMV systems. The Offeror shall provide the sticker materials and deliver them to the issuing locations (Attachment Ten) prepared for printing without any modification(s). The printed validation stickers needed must be affixed to the sticker backing, so that the ODPS/OBMV registration form can be attached without puncturing the sticker.

The installation and configuration of the hardware, as required by ODPS/OBMV, must be accomplished without disruption of the sales locations, currently one hundred ninety-five (195) DRs statewide and one (1) Central Issue Center (CIC) in Columbus, Ohio. Two complete sticker printer operations shall also be placed in operation within the ODPS/OBMV testing and development centers which are located within the ODPS Headquarters Facility. The software shall be compatible with the existing ODPS/OBMV systems. The ODPS/OBMV personnel shall provide any needed programming, with the Offeror's assistance, to ensure that the vehicle registration activity is not disrupted. The Offeror must maintain the Offeror-provided equipment and software that will be used for the POD system. Additionally, the Offeror will provide training, supplies, and services required for the proposed system.

The Offeror is required to provide the validation stickers. The stickers must be compatible with the POD process. The system must print variable registration information as specified in this RFP. The Offeror will ensure each sales location has sufficient inventory of sticker (each expiration year) and consumable materials that will last a minimum of ninety (90) days.

The proposed system must have the flexibility of:

- a) Printing seven (7) or more expiration years of regular issue validation stickers without manual intervention (i.e., changing rolls of stickers or stacked forms with pre-tipped stickers in the equipment);
- b) Seven (7) or more different expiration years validation stickers can be issued during the same sales period; and
- c) All sales locations must be able to print the four (4) most current expiration years with one (1) central location capable of printing an additional three (3) years.

The Offeror must provide and install sufficient equipment to meet the printing demands identified in this RFP at all of the sales locations identified in Attachment 11 and any other sites added after implementation. A complete directory of sales locations and ODPS/OBMV district offices will be provided upon award of the contract. Sufficient equipment shall include redundant capability such that a failure of any piece of the printing system does not prevent the printing of needed validation stickers.

The ownership of Offeror's furnished equipment will reside with the Offeror.

Validation Sticker Material Description:

The completed validation stickers shall meet the requirements of section [4501-27-07](#) of the OAC (Attachment Twelve).

The sticker material must be weather-resistant reflective sheeting having a smooth, flat outer surface consisting of lens elements enclosed within transparent plastic. The Offeror is responsible for both sticker durability and print durability. The retro-reflective sheeting for the validation expiration sticker must be robust with respect to the solvents discussed under Validation Sticker Durability Requirements that follow.

The pressure-sensitive adhesive on the back of the sticker must be protected with a backing sheet, which may be of paper. The sticker with its adhesive backing must be capable of being removed intact at the time of use by peeling away the protective liner without the use of water or solvents as outlined under Validation Sticker Durability Requirements. The protective lining sheet for the sticker must extend far enough away from the sticker material that a clerk/operator can easily staple the completed sticker to a registration form without damaging the sticker material.

Validation Sticker Durability Requirements:

The validation sticker durability requirements of this section pertain to use of the sticker with any manufacturer's license plate sheeting and sticker materials which meet the specifications of the State.

In accordance with [OAC 4501-27-07](#) (Attachment Twelve), the validation sticker must meet all of the following requirements:

1. When removed from the backing material, the sticker must not crack or be easily damaged.
2. The sticker must not become brittle, flaky, discolored, or acquire a powdery surface for a period of at least five (5) years and must permit stacking of at least five (5) stickers.
3. The validation sticker, under normal service use, must adhere to the surface of the license plate and, when stacked up to five (5) stickers high, must adhere to the sticker to which it is applied for a minimum of five (5) years and must not be removable intact.
4. The stickers applied in accordance with instructions must not blister, lift, crack, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents normally encountered in cleaning and washing service, nor will stickers fade, disintegrate, or come off from extended exposure to the weather within a period of five (5) years.

The ODPS/OBMV realizes there are some solvents available in the marketplace that remove the printing and affect the adhesion of the validation stickers. However, the Offeror must warrant that the adhesion will remain durable and last five (5) years, with sticker information (printing) having a two (2) year service life with exposure to the following solvents:

- a) Thinner 185;
- b) Water;
- c) Windex®;
- d) Ethanol;
- e) Brake Fluid;
- f) Gasoline;
- g) Diesel Fuel; and
- h) Lava Soap®

If any validation stickers sold to the State under this contract fail to perform according to the specifications of this RFP, the Offeror must compensate the State for its actual losses as outlined under [Validation Sticker Certification and Warranty](#) (Page 20).

Validation Sticker Color and Printed Information:

The POD system shall be able to support the concurrent production of validation stickers in white and in as many as seven (7) colors (one [1] color for each expiration year) with black printing. Currently, the supported background colors include:

1. White (VP5560);
2. Green (PMS 339C/VP5565);
3. Lemon Yellow (PMS 109C/VP5569);
4. Magenta (PMS 214C/VP5568);
5. Yellow (PMS 123C/VP5561);
6. Gold (PMS 1245C/VP5563);
7. Blue (PMS 2925C/VP5566); and
8. Red (PMS 186C/VP5562).

The Offerors shall identify at least eight (8) background colors that can be supported by the proposed systems.

The system shall also be capable of negative printing.

The variable information printed on the sticker is:

- a) The registration expiration two (2) digit year code and code numbers one through twelve (1-12) designating the registration expiration month with a unique designator for commercial weight class identification;
- b) The license plate number of the registrant's vehicle will serve as the serial number for regular issue stickers;
- c) The validation sticker's expiration date; and
- d) The word Ohio must be printed as a part of the sticker template.

In addition, no information will be pre-printed on the face of the validation expiration sticker. The sample sticker diagrams are included in (Attachment Eleven). The expiration month and year code digits in the center of the stickers must not be less than one-half (1/2) inch in height and three-thirty seconds (3/32) of an inch stroke/width spacing to facilitate visual inspection of registration expiration by law enforcement personnel.

Validation Sticker Certification and Warranty:

The proposals must include testing data from a certified lab demonstrating the print and materials durability meet the requirements identified in this RFP.

The Offeror must warrant that the retro-reflective material for the stickers and adhesion of the stickers has the durability to last five (5) years with the printed sticker information having a two (2) year service life with solvent exposure. The warranty must be the sole responsibility of the Offeror and may not be met and provided through a subcontractor.

A validation sticker may be determined to be defective if the sheeting material, as defined in [OAC 4501-27-07](#): (Attachment Twelve)

- a) Becomes brittle, flaky, discolored, or fails to adhere to substrate and the other layers of sticker;
- b) Will blister, lift, crack, delaminate, fade, disintegrate or come off from extended exposure within a period of five (5) years, when subjected to gasoline, kerosene, diesel fuel, water, steam, and cleaning detergents normally encountered in cleaning and washing service; or
- c) Fades or smears from normal cleaning with the solvents listed under Validation Sticker Durability Requirements and the printed information can be removed.

If any validation stickers sold to the State under this contract fail to perform according to the specifications of this RFP, the Offeror must compensate the State for its actual losses. Any reimbursement to the State is based on the cost of the sticker plus administrative costs (i.e. postage for replacement, distribution labor, and handling) associated with performance failure. The quantity of defective stickers will be determined by the State, and the State will attempt to identify defective stickers by their production lot(s).

Defective Validation Sticker Verification Procedures:

The following organizations listed below may notify the ODPS/OBMV of possible problems with the validation stickers:

- a) Law Enforcement Agencies;
- b) DR Offices;
- c) The Ohio Traffic Safety Office Representative (OTSO); and
- d) Other State Government entities that interface with the motoring public in Ohio.

These organizations will most likely have an awareness of the magnitude of any sticker problems versus the occurrence of an occasional bad sticker or vandalism. When it is brought to the attention of the ODPS/OBMV that the printing on the validation sticker is fading, or is on some way unreadable, in a period of less than sixty (60) months after issuance the stickers so identified will be verified by the ODPS/OBMV. In addition, the ODPS/OBMV will notify the Offeror to correct any problems with remaining sticker material and issued stickers.

The ODPS/OBMV shall determine whether or not to invoke the warranty and compensation requirements identified under Validation Sticker Certification and Warranty. The ODPS/OBMV will attempt to identify sticker materials from the same lot and subject a sampling of those stickers to solvent testing as described below.

The testing procedure is as follows:

1. Toner Adhesion Solvent Testing. The purpose of this test is to determine that an imprint remains legible and does not smear when:
 - a) A strip of Scotch[®] brand cellophane tape # 600, ¾ inch wide, applied to a sticker printed twenty-four (24) hours earlier, is removed in one quick motion;
 - b) The printed area is rubbed with bare finger pressure;
 - c) The printed area is rubbed with a normal pencil/typewriter eraser; and
 - d) The following solvents are applied to the surface and the surface scrubbed (Refer to Section 2. "Scrub Procedure"):

- 1) Thinner 185;
- 2) Water;
- 3) Windex®;
- 4) Ethanol;
- 5) Brake Fluid;
- 6) Gasoline;
- 7) Diesel Fuel; and
- 8) Lava Soap®.

2. Scrub Procedure.

- a) A wet "Q-tip" or similar type cotton swab (mounted on the end of a stick) has the specific solvent or cleaner applied and
- b) The tester holds the swab at a forty-five (45) degree angle to the test sticker and with approximately forty (40) grams of pressure and wipes the wet swab back and forth across the printed sticker for ten (10) cycles. One (1) cycle is one (1) stroke across the sample and back. The tester conducts the same test on a second sample for twenty-five (25) cycles.

3. Results. The sticker sample passes the test if the solvent or cleaner does not solvate the print sufficiently to wear through to the substrate, and does not smear or make the print unreadable due to any partially dissolved materials.

If the sticker sample passes the test, the State will not revert to the compensation stipulation under Validation Sticker Certification and Warranty but will work with the Offeror to ascertain the problem.

Upon request by ODPS/OBMV, the Offeror shall provide materials to the ODPS/OBMV for independent testing. The Offeror shall pay for the cost of testing if the tested material does not meet the print and durability requirements under Validation Sticker Durability Requirements.

The State reserves the right to conduct durability testing at any time for the other (non-toner adhesion) durability characteristics as deemed necessary by ODPS/OBMV and paid for by the Offeror if sticker does not meet OAC 4501-27-07 requirements. (Attachment Twelve)

Validation Sticker Remake Procedures:

The Offeror must identify validation sticker remake procedures if any of the following occur:

- a) Sticker is damaged during printing;
- b) Sticker fails to print; and
- c) Sticker is damaged as a result of clerk/operator error.

Accountability/Security Plan:

The Offeror must provide security accounting measures for the stickers, supplies, and hardware under its control and during delivery and shipping. A recommended procedure shall be included, in the proposal, to maintain accountability of damaged and unused sticker materials. Also, the recommended procedure should include a plan to return all unused material to the Offeror's inventory and provide a reconciliation of issued stickers.

Validation Sticker and System Security Features:

The Offeror must include a list of available identification of security feature options (i.e., hologram, watermark, barcode, etc.). Separate costs may be identified within the cost summary (Attachment Nine) for individual available optional features. The ODPS/OBMV will select the desired options from those offered by the Offeror.

The Offeror shall identify any security features included with proposed systems, in addition to validation sticker security features.

Printer Performance Requirements:

The acceptable level of performance for the POD system will be ninety-nine point five percent (99.5 %). The computation of printer performance level divides the sum of the uptime by the number of working hours during the test time. The definition of

uptime is the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The definition of the number of working hours is the total number of working hours for the period during which the Project was scheduled to be available to its users. The measurement of uptime and downtime is in hours and quarter hours. The ODPS/OBMV POD systems must not be down more than twenty-four (24) consecutive hours from Monday through Friday due to failure of the Offeror's software/equipment. If Offeror's software/equipment results in any more than two (2) down periods exceeding six (6) hours each within a thirty (30) day period, during the ODPS/OBMV normal business hours, the equipment must be replaced at no cost to the State, at the discretion of the State.

Electrical Requirements:

The proposals shall include an identification of all power requirements needed to operate the proposed system. The system, including all associated electrical equipment, must be designed and built in such a manner that a voltage fluctuation with a low of 90 and a high of 130 volts Alternating Current (AC) must not affect the performance of equipment designed to operate on regular 110 volts/60 AC. All electrical equipment must be equipped with a grounded plug and meet Underwriter Laboratory (UL) Standards (<http://www.ul.com/global/eng/pages/>) and designed so that a surge protection unit provided by the Offeror will compensate for voltage fluctuations.

Equipment Requirements:

At least two (2) back-up printers will be maintained at each of five (5) OBMV Districts (Attachment Fifteen). Each location is expected to have at least one (1) validation sticker system for each POD registration form printer. There are normally two (2) registration form printers per location. In addition, two (2) complete sticker printer operations shall be placed in operation within the ODPS/OBMV testing and development centers located at the ODPS Headquarters.

If the Offeror provides a printer server, it must have redundancy.

The Offeror shall provide thermal transfer or laser printers compatible with their proposed sticker materials that meet the printing legibility and durability requirements as outlined under Validation Sticker Durability Requirements. The proposals shall identify hardware interface requirements for proposed equipment. The Category 5 (Cat5) Ethernet is preferred, but Serial and Universal Serial Bus (USB) connections are also available.

The sticker printer must be commercially available. Additionally, the sticker printer must:

- a) Include required software drivers;
- b) Print different formats;
- c) Provide a completed validation sticker requiring no additional actions by clerk/operator;
- d) Not involve any external die-cutting;
- e) Provide a completed sticker within three (3) seconds;
- f) The dimensions of the validation sticker must be in conformance with [OAC 4501-27-07](#); and (Attachment Twelve).
- g) Durability testing must document a useful life expectancy of sixty (60) months based on [OAC 4501-27-07](#) (Attachment Twelve).

The system must have a counter capability to determine the daily number of validation stickers successfully completed. Any stickers not printed correctly shall not be counted. This counting capability may be part of provided printers, software drivers, or an ODPS/OBMV record of completed transactions.

Sales History and Validation Sticker Production Requirements:

The Offeror must review all DR location and the CIC vehicle registration sales to project the number of printers required. Attachment Ten Identifies Fiscal Year 2012 (July 1, 2011-June 30, 2012) validation sticker sales for each sales location and the number of terminals at each of those locations. The validation sticker volume issued should not be a limiting factor to the system.

The Offeror's system must enable the clerk/operator to process a vehicle registration with a single action (which instructs the printer to print) and should not increase the time a clerk/operator spends processing vehicle registrations. This action will cause a registration to print at the current POD registration form printer and the Offeror's validation sticker printer. Currently, vehicle registration forms and validation stickers are ready within thirteen (13) seconds. The offered system shall complete printing validation stickers within the same timeframe after receiving print directions with a one hundred fifty percent (150%) load.

The printing operation must not result in any damage to the sticker or cause the adhesive to exude. If the sticker adhesive exudes it may result in damage to the forms or stickers during printing, handling and distribution or resulting in adhesive deposits on printer parts, which would increase maintenance. If the equipment design incorporates form stacking, the feed

and output mechanism of the printer must be able to accommodate any lopsided stacked forms due to the sticker being in a fixed position on the forms.

Sales Locations Floor Plan:

The sales locations generally consist of a counter with multiple networked terminals for serving customers. The forms, stickers, and printers are arranged along a wall behind the clerks/operators. Sample location floor plans are included as Attachment Fourteen.

Future POD Validation Sticker Sales Considerations:

At any time throughout the execution of this contract, the ODPS/OBMV may elect to add its four (4) International Registration Plan (IRP) branch offices as validation sticker sales locations. IRP is an agreement among forty-eight (48) states, ten (10) Canadian Provinces and the District of Columbia whereby a motor carrier can register commercial vehicle fleets for travel in all IRP jurisdictions by filing the paperwork with the home (base) jurisdiction.

The proposals shall include a provision allowing the ODPS/OBMV to implement POD validation sticker production at the same price per sticker at any or all of the four (4) IRP branch offices. The current IRP branch offices are located in Columbus, Canton, Monroe, and Findlay Ohio.

Supply Requirements:

The Offeror must guarantee to keep each sales site supplied with a minimum of ninety (90) calendar days of consumable and sticker materials. Appropriately colored blank sticker material must remain in inventory at each sales location until no longer issued (end of assigned year).

Installation and Training Requirements:

The system must be installed by the Offeror and made operational with system acceptance by the State by December 31, 2012. The proposals shall include a project plan to complete the installation to all sales locations. An updated set of locations will be included with contract award.

All training will take place at sales locations (Attachment Ten) without disruption of daily operations. During the acceptance phase of the system, the Offeror must train ODPS/OBMV and DR personnel on equipment software, equipment hardware, maintenance procedures, and replenishment procedures for validation stickers and consumable supplies. The training schedule(s) will be developed by the Offeror and the ODPS/OBMV upon award of the contract. All cost of this training shall be the responsibility of the Offeror. The training courses must be led by qualified and experience personnel. The trainers shall be thoroughly familiar with topics appropriate to this subject. The local sales and/or maintenance personnel are not considered appropriate for this task. The Offeror must certify the completion of training, in writing on company letterhead, signed by an authorized Offeror representative. A sample training certification letter is provided in Attachment Thirteen. The Offeror shall at reasonable intervals provide requested refresher course(s) for the ODPS/OBMV and DR personnel.

The Offeror must provide ODPS electronic or internet accessible manuals of the Manufacturer's operating instructions and/or manuals on each component of the system. The Offeror will agree to provide a copy of the operating instructions with each individual piece of equipment. The Offeror will provide ODPS/OBMV with all of the operating instructions and manuals with written permission for ODPS/OBMV to make additional copies. The copies should be in the Portable Document Format (PDF).

Disposal and Salvage:

The Offeror will be responsible for the transportation and disposal of any waste, including hazardous waste, generated by any production associated with this proposal. The Offerors will identify all hazardous waste generated by their Validation Sticker Production System and handling requirements by the ODPS/OBMV as part of the site survey.

Maintenance and Support:

Upon implementation of the system, the Offeror must provide technical support and maintenance when requested. Although the Offeror is not responsible under this Contract to correct a problem unrelated to the proposed system, the Offeror must assist in resolving any problems with, or answering any technical questions regarding, the system. The Offeror must also assist in identifying any problems, which would prevent the system from working. Where appropriate, the following standards will take precedence over those contained in the Terms and Conditions:

- A procedure must be established between the Offeror and an ODPS/OBMV representative for reporting technical problems not covered by this Contract.

- The Offeror must provide a toll-free telephone number for technical support which the State personnel can use to contact the Offeror for questions and technical problems. Only authorized ODPS/OBMV staff will place the telephone calls.

Routine/Preventative Maintenance:

The Offeror must provide the following:

- Perform routine/preventative maintenance on the system in accordance with the recommended schedule prescribed by the manufacturer.
- Agree to provide available software upgrades at no cost to the State.

Customer Service Plan Requirements:

The Offeror must provide customer service support on all issues and initiatives as related to the Contract. The State's level of support expectations for the Contract as follows:

- The Offeror will designate one (1) primary contact, and two (2) secondary contacts, for the State to handle any business requirements related to the Contract. Additionally, the Offeror will provide an executive-level contact to handle unresolved problems. Also, the executive-level contact may be used to meet the requirement for a primary or secondary contact. The Offeror will provide the following information for each contact on the Contactor's own letterhead:

Name
Mailing address
Toll-free number
Phone number
Cell phone number
Email address

- The Offeror's contact(s) must be available to address inquiries from 8:00 a.m. to 9:00 p.m., Monday through Friday, Columbus, Ohio time. The State (ODPS/OBMV) must have any unanswered calls/e-mails addressed within three (3) hours after the calls or e-mails are placed by authorized staff. The technical support must be available Monday through Friday, 9:00 a.m. to 4:00 p.m., and from 8:00 a.m. to 1:00 p.m., Saturday, Columbus, Ohio time, except State holidays.

The primary contact will be expected, as needed, to attend meetings in Columbus, Ohio at no charge to the State.

Current Information Technology (IT) Considerations:

The output from the ODPS/OBMV application to the printers can be in the form of a print job from the ODPS/OBMV MS Windows as a Printer Command Language (PCL) 5 connection to the printers using a Offeror- supplied "User Mode" print driver for the printer. Alternatively, the Offeror may request the ODPS/OBMV to send a datagram to Offeror supplied equipment (format/print server) including the variable data to be printed, the appropriate template, the sticker type, and the printer identification for printing. The Offeror will be responsible for the integration of the data flow from registration data to printed validation stickers.

The State will provide any software and programming required for the ODPS MS SQL Server database with support from the Offeror and may or may not use Federal Portal Network (FPN) services.

All sales locations are on a closed network. The Offeror must clearly define any of their functional needs to obtain access to this closed network. The ODPS/OBMV shall work with the awarded Offeror to identify the best way to meet those needs.

Demonstration and Initial Evaluation Phase:

One (1) or more Offeror's shall be required to successfully perform a demonstration of the offered POD system. The demonstration shall produce a finished sticker, demonstrate ease of use of the hardware, legible quality printing and time production requirements.

The demonstration will be conducted at the ODPS/OBMV, 1970 West Broad Street, Columbus, Ohio 43223. The demonstrated Hardware must be identical to the Offeror's proposed Hardware and the demonstration must consist of, but not be limited to, the following:

1. Examination of internal and external features and ease of use of the hardware;
2. Demonstration of producing a finished sticker;
3. Legibility and quality of the finished print on the sticker;
4. Hardware start-up time to be ready to produce a finished validation sticker including establishment of communications sessions and time to shut down and secure the Hardware; and
5. Any other demonstration deemed necessary by the ODPS/OBMV.

Demonstration Samples:

All finished stickers samples produced during the demonstration will become the property of the ODPS/OBMV.

The Offeror's failure to provide a live demonstration or required samples will result in disqualification. The live demonstration results will be considered in determining the lowest responsive and responsible bidder for Contract award. The Hardware Demonstration must be the same hardware that will be used under the contract. Deviations from the demonstrated Hardware may be cause for immediate cancellation of the Contract, with the bidder being liable for any additional costs to the State.

Implementation Plan Feasibility and Trial Phase

Offerors shall propose a plan to identify and solve equipment, software, and implementation issues involving a transition from the current POD system to the Offeror's POD system. Failure to prove the feasibility of the implementation plan shall be cause to reject the Offeror's proposal.

The ODPS/OBMV implemented the current POD system in 2006. As part of the award of the contract resulting from this RFP, and at the sole discretion of the ODPS/OBMV, it is possible for the ODPS/OBMV to test and operate a minimum of two (2), independent POD systems.

The POD system parallel test is designed to ensure that the Offeror is proficient in printing vehicle validation stickers correctly and managing their system upon expiration of the current contract. Parallel testing will be executed in a production environment using a representative dataset of registrations to ensure inclusion of variations that are likely to occur. The Offeror must develop and execute an iterative process to simulate printing vehicle validation stickers in conjunction with vehicle registration processes. This parallel testing system must produce the same results as required by this RFP.

System Performance and Acceptance:

The performance standards must be met as agreed to through the Offeror's implementation plan. The acceptance period will end when the printers have met the standard period of performance for a period of thirty (30) consecutive days by operating in conformance with the Offeror's technical specifications and in conformance with the RFP. At the end of the trial phase, the Offeror must inform ODPS/OBMV in writing that they meet the standards and have ODPS/OBMV confirm they are in agreement that the standards have been met. The ODPS/OBMV will notify the Offeror fourteen (14) days after the completion of all of the acceptance period with a formal letter of acceptance that will be submitted to a post award designee.

The ODPS/OBMV will monitor for ongoing system performance during the term of the contract.

Equipment Material Fielding Plan (EMFP):

Offeror shall include a plan for distribution and installation of equipment and training to commence fourteen (14) days after the trial phase is satisfactorily completed.

Project Reports:

The Proposal shall include any report requirements the Offeror expects ODPS/OBMV to provide.

Monthly Reports:

The Contractor, at their expense, will provide a monthly report to the State which shows the number of stickers shipped to each sales location.

Additionally, the ODPS/OBMV will submit a report to the Contractor on or before the end of each month stating the number of validation stickers actually completed and issued during the previous month. A completed and issued sticker is defined as a printed sticker transferred to the customer and the customer departs the sales location. The Contractor may then submit a monthly invoice to ODPS/OBMV in the amount of the price per completed validation sticker multiplied by the number of completed validation stickers actually issued. If there are discrepancies between the monthly ODPS/OBMV report of validation stickers completed and issued, and the Contractor's monthly reports of completed validation stickers, the data provided by the ODPS/OBMV shall be used in the calculation of the final invoice for that month. All payments will be made in arrears on a monthly basis upon receipt of a proper invoice from the Contractor including completed validation stickers issued with the

Contractor's hardware during any acceptance test or training the State decides to conduct and the phase-in period, as applicable, of the hardware installation.

The Offeror will be responsible for performing all of the Work necessary to fulfill the requirements of this Project. All operating expenses associated with the management, including without limitation, the Offeror's service fees, on-site salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, subcontractors, and insurance must be included in the Offeror's Cost Summary (Attachment Nine).

The Offeror must provide and perform as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Offeror must have qualified technicians that are able to perform the Work required and specified in this RFP.

The State will provide oversight for the entire Project. However, the Offeror must provide overall project management for the tasks in this Contract, including the day-to-day management of its staff and assist with the management of State staff as pertaining to their assignment to this RFP Project. The Offeror must provide administrative support for its staff and activities. Throughout the Project, the Offeror must employ ongoing project management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

Offeror Responsibilities and Deliverables. The Offeror must meet all RFP requirements and perform Work as defined in the SOW.

Maintain Work Plan. The Offeror will be required to update the Work Plan (see Attachment Two) and submit a detailed Work Plan, in electronic and paper form, to the Agency Project Representative for approval within ten (10) business days of purchase order issuance. At that point and moving forward, the Work Plan must meet the following general requirements:

- The Work Plan must be formally updated in conjunction with, and provided as part of, the monthly reporting requirement throughout the Work;
- The Work Plan must allow adequate time for the State to review, comment and approve Deliverables submitted by the Offeror;

The Offeror's Work Plan must allow sufficient business days for review by the State staff for all deliverables. The number of days will be determined by the State and provided to the Offeror after award and early in the development of the Work Plan. (See Attachment Two for components of the Work Plan.)

Escalation of Price per Completed Stickers

The price per completed stickers listed in the Cost Summary of this RFP will remain fixed for the initial two (2) years of the Contract. The price per completed validation sticker may be escalated once per Contract year following the initial two (2) year period. The Offeror must provide the necessary documentation from their manufacturer(s) to the Ohio Department of Administrative Services that justifies the price increase.

Upon receipt of a price escalation letter from the Offeror, DAS will respond in writing with an acceptance or rejection of the price escalation. If the State accepts the Offeror's request to escalate the price per completed validation sticker, the State will execute a Contract amendment that includes the adjusted price per completed validation sticker for the Contract renewal period.

The Offeror may also decrease the prices at any time by providing written notice to the State DAS.

Cancellation Clause:

The State reserves the right to cancel the contract for no fault. A six (6) months cancellation notice must be given and issued in writing by either party. Refer also to "Suspension and Termination" in Attachment Three, Part Two.

OFFEROR RESPONSIBILITIES. The Offeror must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Offeror will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Ohio Department of Public Safety
ATTN: Fiscal Services
P.O. Box 16520
Columbus, OH 43266

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Work Plan
8. Support Requirements
9. Conflict of Interest Statement
10. Assumptions
11. Proof of Insurance
12. Payment Address
13. Contract Performance
14. W-9 Form and Additional Vendor Information Form
15. Affirmative Action Plan
16. Banning the Expenditure of Public Funds on Offshore Services
17. Cost Summary Form

REQUIREMENTS:

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Offeror (e.g., Candidate is no longer employed by the Offeror, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- m. All Offerors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such Offeror shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:

<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has

made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agency, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an

alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.

- b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- e. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
- f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
 - a. A matrix matching each key team member to the staffing requirements in this RFP.
 - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
 - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
 - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager if applicable, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.
7. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

8. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

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

of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

9. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
10. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
11. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
12. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
13. Contract Performance. The Offeror must complete Attachment Seven, Offeror Performance Form.
14. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
15. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

16. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Eight) to abide with Executive Order 2011-12K issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

17. Cost Summary Form. The Cost Summary Form (Attachment Nine) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded Offeror must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

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

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

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

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

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

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

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

1. All statutory provisions under ORC Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. DAS requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ELECTRONIC COMMERCE PROGRAM. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/sectionpages/electroniccommerce/> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2011-12K issued by the Governor of Ohio and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment / Delegation. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

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

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

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and

audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

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

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

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

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

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

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

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

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

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

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

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

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

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

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

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

2. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

3. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
 - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.
 - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

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

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

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather

than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

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

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

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. **Actual Damages.** Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. **Deduction of Damages from Contract Price.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

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

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

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

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

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

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

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

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

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

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

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

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

- g. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
- h. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- i. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- j. Maintain appropriate identification and authentication process for information systems and services associated with State data.
- k. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
- l. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

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

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

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

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

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

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

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

- d. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
- e. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
- f. Reproduced for safekeeping (archives) or backup purposes.
- g. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

- h. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
- i. Used or copied for use in or transferred to a replacement computer.

However:

- j. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
- k. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

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

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

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

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

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

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

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

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP903813, entitled Bureau of Motor Vehicle Print On Demand (POD) Sticker System is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio department of Public Safety (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of January 1, 2013 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____ (Contractor)	Department of Administrative Services _____ (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	Robert Blair _____ (Printed Name)
_____ (Title)	Director, Department of Administrative Services _____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT FIVE A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT FIVE C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE D
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT SIX
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

ATTACHMENT SEVEN
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT EIGHT
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT NINE
COST SUMMARY FORM

Bureau of Motor Vehicles Print On Demand (POD) Sticker System

CSP903813

UNSPSC CATEGORY CODE: 43000000, 44000000, 46000000, 60000000, 81000000

Oaks Item ID: 9888

Firm Fixed Price: The Offeror is required to provide to the using agency a price per sticker that is to remain fixed for the initial two (2) year period.

Description	Cost
Incorporate all of the Offeror's costs for a turnkey Print on Demand (POD) sticker system into the per sticker cost including hardware, software, programming for integration into current ODPS System: <ul style="list-style-type: none"> • Stickers * (per completed and issued sticker) 	\$_____ per sticker

*Estimated Annual Usage is 8,400,000 stickers

All costs must be in U.S. Dollars.

There will be no additional reimbursement for travel or other related expenses.

Cost must be given as a per sticker price.

ATTACHMENT TEN
SALES LOCATIONS AND USAGE

ODPS/BMV Print-On-Demand System

July 1, 2011-June 30, 2012

Sales Location Code	Sales Location County	Number of Terminals (as of 8/9/12)	Validation Year							Total POD Stickers
			2012	2013	2014	2015	2016	2017	2018	
103	Adams	3	13,669	11,230	96	38	0	0	0	25,313
212	Allen	4	17,251	16,159	38	31	0	0	0	33,795
215	Allen	7	26,350	21,995	108	39	0	0	0	49,251
302	Ashland	4	22,981	18,879	181	68	0	0	0	42,641
411	Ashtabula	3	11,406	9,941	66	23	0	0	0	21,714
418 (413)	Ashtabula	4	17,038	12,508	152	131	0	0	0	30,448
424	Ashtabula	4	14,298	12,748	57	35	0	0	0	27,387
503	Athens	5	21,147	17,346	84	44	0	0	0	39,165
607	Auglaize	3	19,724	18,322	99	41	0	0	0	38,599
705	Belmont	4	14,541	11,931	219	10	0	0	0	26,991
706	Belmont	3	16,156	13,216	76	13	0	0	0	29,868
707	Belmont	3	6,771	5,962	6	8	0	0	0	12,897
808	Brown	4	20,229	16,849	66	11	0	0	0	37,561
901	Butler	5	27,991	21,464	129	5	0	0	0	50,406
915	Butler	4	29,285	22,271	134	10	0	0	0	52,499
918	Butler	6	23,155	19,110	88	4	0	0	0	42,917
944	Butler	6	22,369	18,565	158	5	0	0	0	41,508
1010	Carroll	3	16,064	13,859	84	25	0	0	0	30,357
1108	Champaign	4	17,954	15,029	564	35	0	0	0	34,026
1213	Clark	4	21,061	16,482	68	12	0	0	0	38,215
1214	Clark	4	15,392	12,650	99	7	0	0	0	28,530
1215	Clark	5	19,876	16,112	154	14	0	0	0	36,628
1305	Clermont	7	34,034	25,348	1,126	13	0	0	0	61,598
1311	Clermont	3	20,546	16,495	119	12	0	0	0	37,659
1313	Clermont	5	35,730	28,056	221	16	0	0	0	64,972
1450	Clinton	4	19,702	15,741	147	18	0	0	0	36,067
1508	Columbiana	4	16,491	14,090	71	20	0	0	0	31,071
1525	Columbiana	3	20,283	17,688	69	19	0	0	0	38,572
1530 (1520)	Columbiana	3	15,598	11,894	63	36	0	0	0	28,280
1604	Coshocton	4	20,869	17,284	82	75	0	0	0	38,730
1703	Crawford	4	18,366	15,466	427	34	0	0	0	34,741
1809	Cuyahoga	6	26,145	23,170	164	12	0	0	0	50,117
1812	Cuyahoga	7	28,661	25,679	1,675	7	0	0	0	56,628
1814	Cuyahoga	8	28,025	19,740	349	19	0	0	0	49,173
1817	Cuyahoga	5	15,194	12,510	127	1	0	0	0	28,151
1820	Cuyahoga	6	21,198	17,501	142	19	0	0	0	39,656
1826	Cuyahoga	5	26,974	25,181	942	6	0	0	0	53,500
1829	Cuyahoga	5	14,719	10,003	209	0	0	0	0	25,444
1838	Cuyahoga	5	25,618	23,358	192	30	0	0	0	49,625
1846	Cuyahoga	7	18,886	13,462	919	7	0	0	0	33,995
1852	Cuyahoga	5	19,673	17,294	963	2	0	0	0	38,389
1855	Cuyahoga	5	29,739	27,463	175	20	0	0	0	57,948

XXXX (XXXX) Denotes Sales Location Change since July 1, 2011. XXXX is Current Sales Location as of August 14, 2012.

~~XXXX~~ Denotes Sales Location has closed.

**ATTACHMENT TEN
SALES LOCATIONS AND USAGE (CONT.)**

ODPS/BMV Print-On-Demand System
July 1, 2011-June 30, 2012

Sales Location Code	Sales Location County	Number of Terminals (as of 8/9/12)	Validation Year							Total POD Stickers
			2012	2013	2014	2015	2016	2017	2018	
1856	Cuyahoga	6	31,178	24,922	505	6	0	0	0	57,389
1861	Cuyahoga	6	20,658	19,507	999	5	0	0	0	41,567
1891	Cuyahoga	5	23,487	17,867	632	8	0	0	0	42,794
1896	Cuyahoga	9	58,561	49,037	612	141	0	0	0	109,928
1906	Darke	5	26,516	24,440	66	21	0	0	0	51,574
2011	Defiance	4	16,255	13,522	47	15	0	0	0	30,250
2172	Delaware	6	27,443	21,838	723	55	0	0	0	50,900
2188*	Delaware	3	0	0	0	0	0	0	0	0
2207	Erie	5	25,378	29,148	160	45	0	0	0	55,365
2301	Fairfield	7	37,090	28,960	343	108	0	0	0	67,365
2307	Fairfield	5	24,273	20,385	1,144	42	0	0	0	46,324
2436	Fayette	4	17,773	15,183	67	33	0	0	0	33,508
2503	Franklin	10	34,827	18,026	196	14	0	0	0	54,062
2509	Franklin	5	24,435	20,707	785	14	0	0	0	46,410
2511	Franklin	5	20,342	15,327	174	10	0	0	0	36,485
2512	Franklin	6	23,956	22,552	718	9	0	0	0	47,728
2519	Franklin	5	29,370	26,033	363	48	0	0	0	56,451
2528	Franklin	8	45,658	42,314	2,132	30	0	0	0	91,065
2541	Franklin		12,675	8,981	67	1	0	0	0	22,096
2561	Franklin	5	23,728	20,336	233	13	0	0	0	44,746
2562	Franklin	8	25,014	25,689	520	22	0	0	0	51,658
2565	Franklin	7	35,309	26,633	205	54	0	0	0	63,338
2566	Franklin	7	31,663	25,954	417	9	0	0	0	58,824
2580	Franklin	17	30,028	19,071	896	27	0	0	0	51,418
2586	Franklin	6	31,482	24,813	1,231	22	0	0	0	58,391
2588 (CPC)	Franklin	6	5,131	9,978	1,887	78	1,277	520	0	18,945
2590	Franklin	7	34,398	24,340	708	10	0	0	0	60,950
2608	Fulton	4	17,877	15,384	71	51	0	0	0	33,904
2705	Gallia	9	15,984	13,072	68	15	0	0	0	29,491
2812	Geauga	3	13,207	12,955	1,128	52	0	0	0	27,656
2817	Geauga	3	15,890	13,363	249	53	0	0	0	29,996
2818	Geauga	3	15,171	13,150	186	67	0	0	0	28,881
2902	Greene	4	26,567	21,533	252	17	0	0	0	48,973
2918	Greene	5	20,022	16,515	573	12	0	0	0	37,707
2919	Greene	4	16,942	13,347	136	9	0	0	0	30,926
3005	Guernsey	5	21,901	17,961	107	19	0	0	0	40,415
3105	Hamilton	4	14,145	13,053	187	1	0	0	0	27,573
3120 (3179)	Hamilton	7	16,458	11,705	71	0	0	0	0	28,586
3129	Hamilton	6	24,367	20,982	430	4	0	0	0	46,449
3141	Hamilton	5	23,363	26,713	160	1	0	0	0	50,689
3150	Hamilton	6	39,044	27,988	152	4	0	0	0	68,539
3155 (3180)	Hamilton	5	24,162	20,497	112	2	0	0	0	45,193

XXXX (XXXX) Denotes Sales Location Change since July 1, 2011. XXXX is Current Sales Location as of August 14, 2012.

XXXX Denotes Sales Location has closed.

ATTACHMENT TEN
SALES LOCATIONS AND USAGE (CONT.)

ODPS/BMV Print-On-Demand System

July 1, 2011-June 30, 2012

Sales Location Code	Sales Location County	Number of Terminals (as of 8/9/12)	Validation Year							Total POD Stickers
			2012	2013	2014	2015	2016	2017	2018	
3159	Hamilton	6	25,617	20,021	243	0	0	0	0	47,061
3168	Hamilton	3	16,280	13,213	60	3	0	0	0	29,852
3170	Hamilton	5	32,153	28,231	174	7	0	0	0	61,321
3176	Hamilton	3	13,118	10,677	446	2	0	0	0	24,490
3182	Hamilton	4	19,801	17,109	269	4	0	0	0	37,464
3188	Hamilton	6	21,481	19,211	1,197	3	0	0	0	42,230
3191	Hamilton	5	16,330	13,855	64	1	0	0	0	30,650
3211	Hancock	6	36,423	31,218	182	67	0	0	0	68,672
3306	Hardin	3	14,027	12,109	123	33	0	0	0	26,592
3410	Harrison	4	8,085	6,768	83	8	0	0	0	15,127
3503	Henry	3	13,827	11,637	34	25	0	0	0	25,806
3628	Highland	3	20,244	16,660	207	21	0	0	0	37,592
3704	Hocking	4	14,943	12,446	74	50	0	0	0	27,804
3805	Holmes	3	16,804	15,168	120	124	0	0	0	32,580
3917	Huron	4	25,970	22,684	1,078	65	0	0	0	50,474
4039	Jackson	5	17,982	13,857	84	34	0	0	0	32,413
4127	Jefferson	6	21,816	19,195	119	37	0	0	0	41,591
4203	Knox	5	24,569	19,959	225	51	0	0	0	45,422
4305	Lake	5	26,068	21,165	1,098	76	0	0	0	49,198
4327	Lake	7	32,573	26,841	285	27	0	0	0	60,653
4328	Lake	6	30,453	25,851	216	24	0	0	0	57,335
4334	Lake	5	25,431	23,041	1,480	24	0	0	0	50,417
4407	Lawrence	4	20,627	15,861	153	71	0	0	0	37,258
4410 (4408)	Lawrence	4	13,234	10,918	65	8	0	0	0	24,444
4510	Licking	4	24,230	20,271	255	65	0	0	0	45,425
4515	Licking	6	37,220	28,857	410	87	0	0	0	67,534
4522	Licking	3	10,519	10,320	454	46	0	0	0	21,492
4606	Logan	4	19,417	16,699	129	48	0	0	0	36,729
4705	Lorain	3	11,744	9,080	65	7	0	0	0	21,249
4718	Lorain	3	14,119	12,835	94	46	0	0	0	27,362
4721	Lorain	4	23,206	20,774	259	29	0	0	0	44,691
4723	Lorain	6	41,829	31,965	229	64	0	0	0	75,155
4755	Lorain	5	36,356	32,222	288	55	0	0	0	69,614
4807	Lucas	6	33,915	25,741	158	73	0	0	0	61,092
4811	Lucas	8	24,880	17,993	184	37	0	0	0	43,879
4828	Lucas	4	16,474	13,898	56	8	0	0	0	30,754
4841	Lucas	4	17,494	11,249	37	10	0	0	0	29,519
4844	Lucas	7	27,897	23,957	244	22	0	0	0	52,642
4857	Lucas	7	34,883	26,985	169	56	0	0	0	63,148
4906	Madison	3	16,704	13,784	58	36	0	0	0	30,970
5008	Mahoning	7	30,943	25,700	105	46	0	0	0	57,868
5024	Mahoning	5	14,256	12,859	319	26	0	0	0	27,740

XXXX (XXXX) Denotes Sales Location Change since July 1, 2011. XXXX is Current Sales Location as of August 14, 2012.

XXXX Denotes Sales Location has closed.

ATTACHMENT TEN
SALES LOCATIONS AND USAGE (CONT.)

ODPS/BMV Print-On-Demand System
July 1, 2011-June 30, 2012

Sales Location Code	Sales Location County	Number of Terminals (as of 8/9/12)	Validation Year							Total POD Stickers
			2012	2013	2014	2015	2016	2017	2018	
5029	Mahoning	3	13,238	8,664	131	8	0	0	0	22,670
5032	Mahoning	5	28,003	26,052	104	40	0	0	0	54,791
5047	Mahoning	3	17,267	13,993	103	29	0	0	0	31,751
5113	Marion	6	22,619	18,686	456	41	0	0	0	42,402
5209	Medina	8	50,231	38,977	294	95	0	0	0	90,695
5215	Medina	4	25,495	21,614	123	71	0	0	0	47,945
5312	Meigs	3	11,572	9,915	44	12	0	0	0	21,771
5408	Mercer	3	22,160	19,731	89	36	0	0	0	42,492
5507	Miami	4	13,134	11,591	82	13	0	0	0	25,028
5512 (5506)	Miami	7	27,083	22,088	147	23	0	0	0	49,979
5606	Monroe	3	8,013	6,554	37	13	0	0	0	14,791
5720	Montgomery	6	40,525	31,538	294	29	0	0	0	73,491
5740	Montgomery	7	32,632	24,807	127	15	0	0	0	58,429
5754	Montgomery	8	31,409	23,262	277	18	0	0	0	55,906
5758	Montgomery	5	10,627	7,105	50	3	0	0	0	18,250
5764	Montgomery	6	21,887	18,652	92	7	0	0	0	40,963
5765	Montgomery	4	13,121	11,372	46	4	0	0	0	24,753
5772	Montgomery	6	34,256	28,027	407	26	0	0	0	63,569
5811 (5806)	Morgan	3	8,726	7,612	48	14	0	0	0	16,562
5904	Morrow	3	16,458	13,969	98	30	0	0	0	30,923
6015 (6010)	Muskingum	7	31,633	25,355	250	113	0	0	0	58,129
6103	Noble	3	7,090	6,147	29	14	0	0	0	13,429
6212	Ottawa	3	13,797	11,981	91	25	0	0	0	26,249
6310	Paulding	3	9,501	7,949	75	16	0	0	0	17,765
6420	Perry	4	16,840	13,852	84	92	0	0	0	31,238
6509 (6504)	Pickaway	3	19,224	15,505	457	47	0	0	0	35,676
6606	Pike	3	17,964	14,241	44	32	0	0	0	32,706
6704 (6710)	Portage	6	25,520	21,102	1,552	85	0	0	0	49,097
6715	Portage	4	13,823	11,756	125	22	0	0	0	26,010
6724	Portage	4	17,772	16,142	935	30	0	0	0	35,152
6803	Preble	5	25,836	21,675	90	17	0	0	0	48,153
6911 (6903)	Putnam	3	17,170	15,450	106	104	0	0	0	33,151
7008	Richland	7	33,581	26,604	274	56	0	0	0	61,378
7009	Richland	4	17,702	15,540	83	28	0	0	0	33,741
7129	Ross	4	26,824	21,953	215	51	0	0	0	49,690
7209	Sandusky	5	27,752	22,942	192	50	0	0	0	51,616
7312	Scioto	5	33,382	28,032	377	53	0	0	0	62,528
7419	Seneca	4	22,310	19,795	123	43	0	0	0	42,711
7502	Shelby	5	21,332	19,106	109	37	0	0	0	41,037
7613	Stark	4	20,195	16,714	247	34	0	0	0	37,689
7619	Stark	7	33,595	26,159	226	71	0	0	0	61,044
7623	Stark	7	26,261	21,316	240	54	0	0	0	48,657

XXXX (XXXX) Denotes Sales Location Change since July 1, 2011. XXXX is Current Sales Location as of August 14, 2012.

XXXX Denotes Sales Location has closed.

ATTACHMENT TEN
SALES LOCATIONS AND USAGE (CONT.)

ODPS/BMV Print-On-Demand System

July 1, 2011-June 30, 2012

Sales Location Code	Sales Location County	Number of Terminals (as of 8/9/12)	Validation Year							Total POD Stickers
			2012	2013	2014	2015	2016	2017	2018	
7633	Stark	7	29,797	26,126	119	36	0	0	0	56,581
7635	Stark	6	22,094	18,245	138	24	0	0	0	41,074
7691	Stark	6	24,374	21,194	190	39	0	0	0	46,540
7721	Summit	6	41,247	40,240	176	44	0	0	0	82,398
7726	Summit	7	31,694	33,557	122	21	0	0	0	66,047
7731	Summit	6	31,228	21,416	236	7	0	0	0	54,042
7732	Summit	7	30,292	25,659	148	35	0	0	0	56,773
7737	Summit	3	16,125	14,692	1,019	12	0	0	0	32,112
7742	Summit	7	36,231	29,499	301	50	0	0	0	67,023
7744	Summit	5	24,903	17,318	211	41	0	0	0	43,543
7748	Summit	5	22,074	19,653	170	14	0	0	0	42,263
7832	Trumbull	6	24,624	18,776	215	62	0	0	0	44,461
7835	Trumbull	5	24,559	20,272	275	55	0	0	0	45,783
7840	Trumbull	3	19,345	15,525	206	48	0	0	0	35,644
7901	Tuscarawas	6	27,371	23,132	798	46	0	0	0	51,881
7914	Tuscarawas	3	15,634	12,481	78	26	0	0	0	28,593
8014	Union	4	20,889	17,301	1,584	68	0	0	0	40,295
8107	VanWert	4	19,541	17,252	72	20	0	0	0	37,223
8203	Vinton	4	7,828	6,601	38	31	0	0	0	14,690
8307	Warren	4	29,485	24,377	320	21	0	0	0	54,925
8310	Warren	3	26,851	22,615	110	18	0	0	0	50,246
8311	Warren	4	22,142	17,747	133	16	0	0	0	40,560
8420 (8407, 8412)	Washington	5	34,668	27,325	179	32	0	0	0	63,043
8514	Wayne	6	26,429	22,341	355	55	0	0	0	49,921
8526	Wayne	3	14,486	12,571	44	38	0	0	0	27,498
8613	Williams	4	20,796	17,355	92	29	0	0	0	38,771
8712	Wood	6	26,117	20,361	182	89	0	0	0	47,582
8713	Wood	4	22,751	20,039	180	48	0	0	0	43,414
8812	Wyandot	5	12,714	11,086	103	35	0	0	0	24,191
TOTALS:		972	4,470,678	3,714,997	58,979	6,309	1,277	520	0	8,363,974

XXXX (XXXX) Denotes Sales Location Change since July 1, 2011. XXXX is Current Sales Location as of August 14, 2012.

XXXX Denotes Sales Location has closed.

ATTACHMENT ELEVEN
VALIDATION STICKERS

ILLUSTRATION OF VALIDATION STICKER COLORS

Colors are computer generated. Values may be different on printers and screens

EXPIRATION YEAR	REGULAR ISSUE	COMMERCIAL TRUCK
2011	Blue VP5566 	
2012	Orange VP5564 	
2013	Lemon Yellow VP5569 	
2014	Yellow Green VP5565 	
2015	Magenta VP5568 	
2016	White VP5560 	

ATTACHMENT ELEVEN
VALIDATION STICKERS (CONT.)

ILLUSTRATION OF VALIDATION STICKER COLORS

Colors are computer generated. Values may be different on printers and screens

EXPIRATION YEAR	REGULAR ISSUE	COMMERCIAL TRUCK
2016	White VP5560 	
2017	Yellow VP5561 	
2018	Gold VP5563 	
2019	Blue VP5566 	
2020	Red VP5562 	
2021	Green VP5567 	

ATTACHMENT TWELVE
OHIO ADMINISTRATIVE CODE (OAC) 4501-27-07

4501-27-07 Specifications for validation stickers.

(A) Specifications for the manufacture of validation stickers required for the annual registration of passenger, commercial, motorcycle, and other vehicles are presented herein. There shall be a single validation sticker showing the month and year that the current registration period expires. One sticker shall be issued for each vehicle. The validation sticker shall be made of weather-resistant reflective sheeting having a smooth flat outer surface consisting of lens elements enclosed within a transparent plastic. The sheeting shall have pre-coated pressure-sensitive adhesive on the back side, protected by a removable liner, for convenient and durable attachment to the license plate or upon a previously applied sticker.

(B) The reflective sheeting shall be free from ragged edges, cracks and blisters, and shall be readily cut without cracking or flaking. All sheets shall be free of foreign matter.

(C) The pre-coated adhesive on all stickers shall be of a pressure-sensitive type which shall permit the sticker to be applied to the surface of the license plate or upon a previously applied validation sticker while license plates are attached to the vehicles. The use of additional adhesive coats, water solvents, or heat techniques to apply the sticker shall not be required. The adhesive shall have no staining effect on the reflective material and shall permit application of the sticker to the license plate or previously applied sticker at temperatures of minus ten degrees Fahrenheit or warmer. The adhesive shall withstand drying oven temperatures of one hundred fifty degrees Fahrenheit to at least three hundred fifty degrees Fahrenheit without melting or running and shall not exude from edges of sheeting to cause stacked sheets or processed stickers to stick together during manufacture and distribution.

(D) The validation sticker shall be manufactured in a manner that insures that it shall not become brittle, flaky, discolored, or acquire a powdery surface for a period of at least five years and that permits the stacking of at least five stickers.

(E) The adhesive protective liner may have a scalloped scoreline or a straight scoreline at or near the center of each sticker for easy removal.

(F) The validation sticker under normal service use shall adhere to the surface of the license plate and, when stacked up to five stickers high, shall adhere to the sticker to which it is applied for a minimum of five years and shall not be removable intact.

(G) The director of public safety shall designate the design of the validation sticker. The sticker design for each month of each registration year shall be the same except for the applicable monthly code numbers one to twelve. The first code number shown on the sticker shall identify the month of expiration and the second series of numbers shall identify the last two digits of the year of expiration.

(H) Stickers applied in accordance with instructions shall not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents normally encountered in cleaning and washing service, nor shall stickers fade, disintegrate, or come off from extended exposure within a period of five years.

(I) The dimensions of each validation sticker shall be approximately one and one-half inches in width and one inch in height.

(J) The director shall designate the colors of the validation stickers on an annual basis.

(K) The validation stickers may be produced by Ohio penal industries or on-site at the registrar's offices or at deputy registrar or limited authority deputy registrar agencies, as authorized by the registrar.

ATTACHMENT TWELVE
OHIO ADMINISTRATIVE CODE (OAC) 4501-27-07 (cont.)

Validation stickers produced on-site at the registrar's offices or at deputy registrar or limited authority deputy registrar agencies shall be produced by a "print on demand" process, whereby the registration expiration month and year shall be printed on the validation sticker as each validation sticker is issued.

Effective: 10/22/2011

R.C. [119.032](#) review dates: 06/14/2011 and 03/10/2016

Promulgated Under: [119.03](#)

Statutory Authority: R.C. [4503.191](#), R.C. [4503.22](#)

Rule Amplifies: R.C. [4503.191](#), R.C. [4503.22](#)

Prior Effective Dates: 2/13/81, 8/13/84, 2/9/87, 12/23/88 (Emer.), 4/9/89, 6/13/96, 4/27/06

A hyperlink to the above version of 4501-27-07 is located here: <http://codes.ohio.gov/oac/4501-27-07> .

ATTACHMENT THIRTEEN
TRAINING CERTIFICATION LETTER SAMPLE

Registrar, Bureau of Motor Vehicles
1970 West Broad Street
Columbus, Ohio 43223

To Registrar:

I hereby certify all of the following are true and correct to the best of my knowledge:

I am an authorized representative of (name of Contractor) _____,
contracted with by the State of Ohio to provide a print on demand validation sticker system to the Ohio Bureau of
Motor Vehicles.

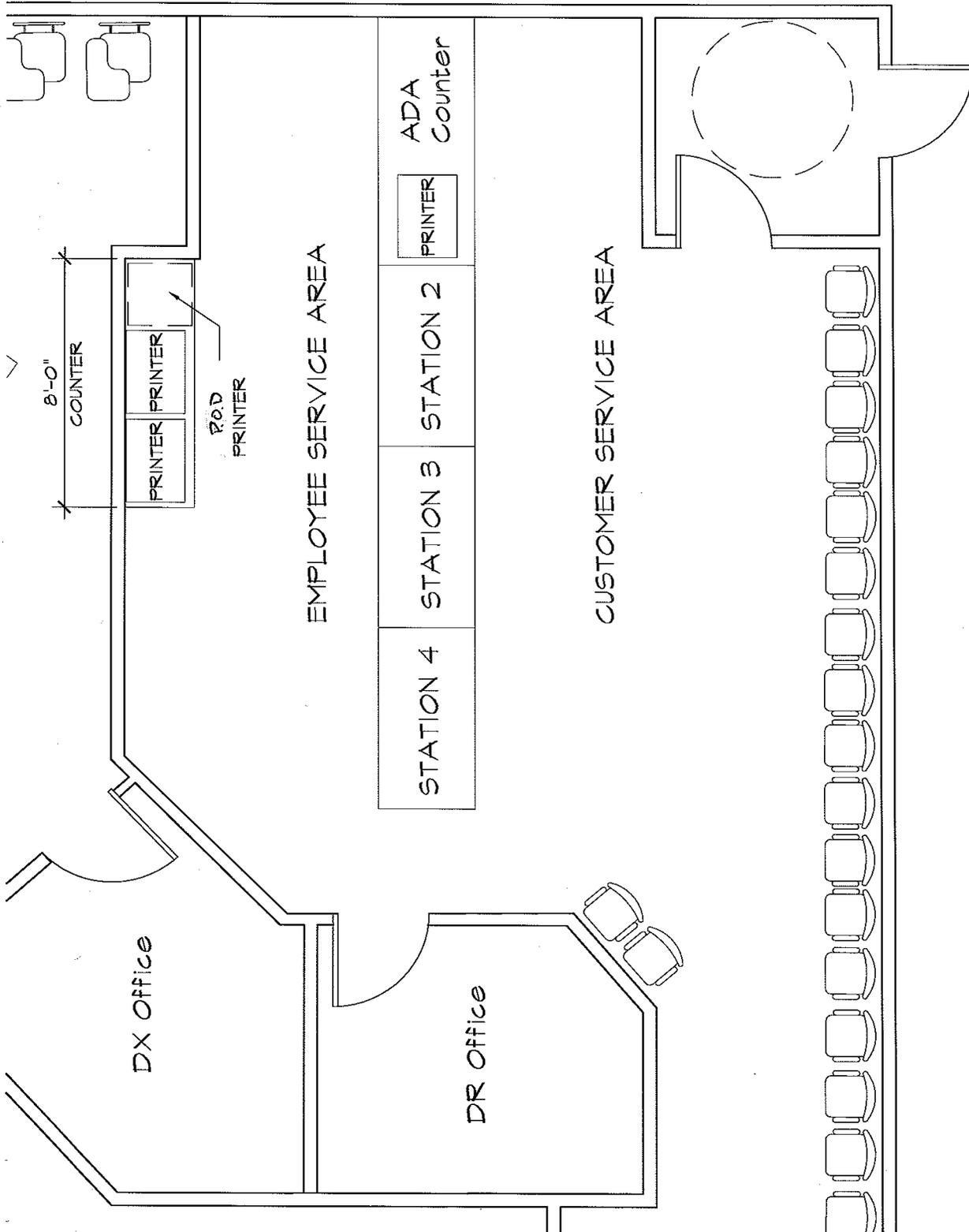
The staffs of one Central Issue Center and 195 deputy registrars were trained in the use of the print on demand
validation sticker system.

I observed the operations of the sales locations during the acceptance period under Contract
No. _____, and I certify that these stickers were produced in accordance to the
manufacturer's technical requirements and specifications.

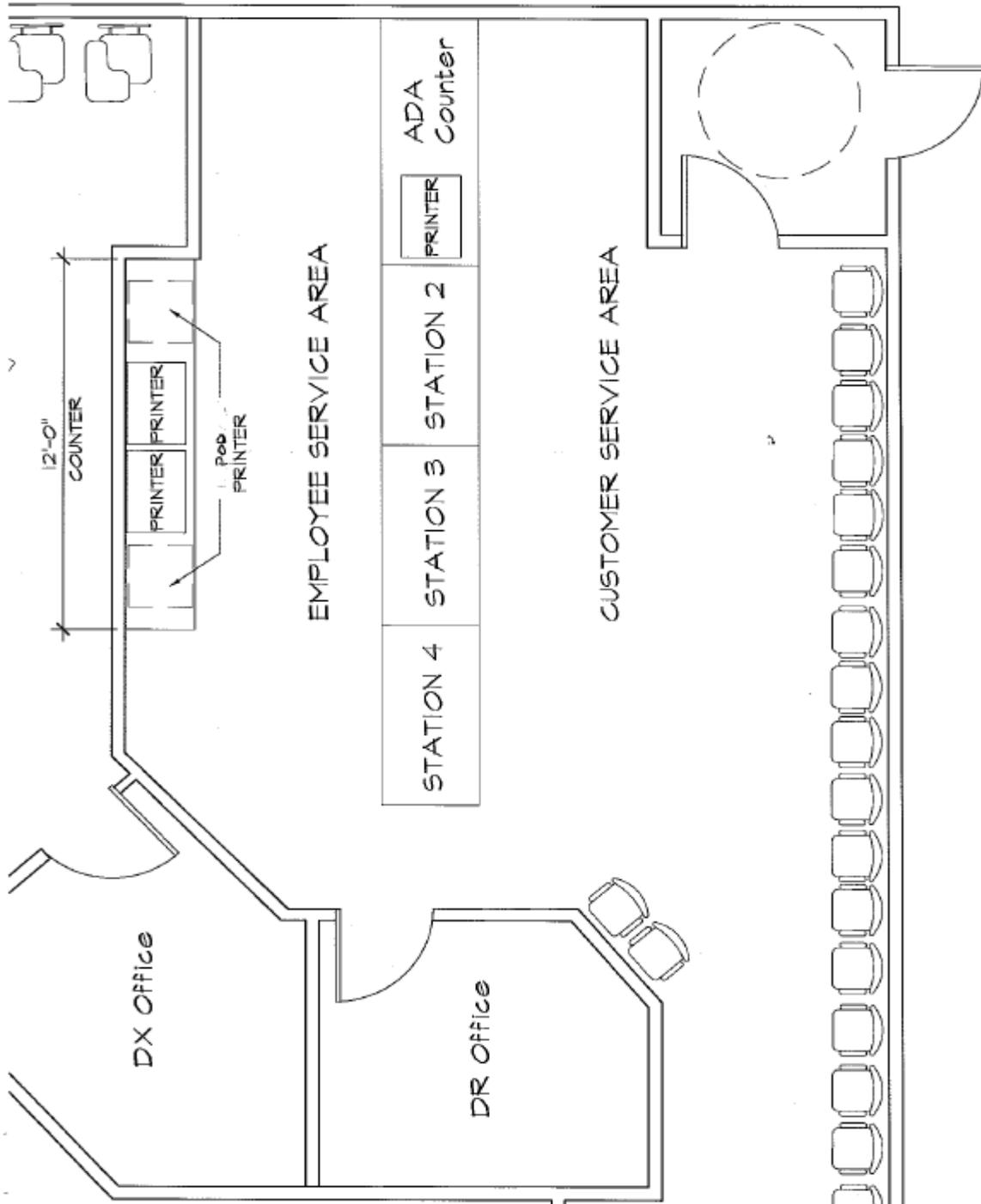
Witnessed by:

Signature: _____
Printed Name: _____
Official Title: _____
Offeror's Name: _____
Date: _____

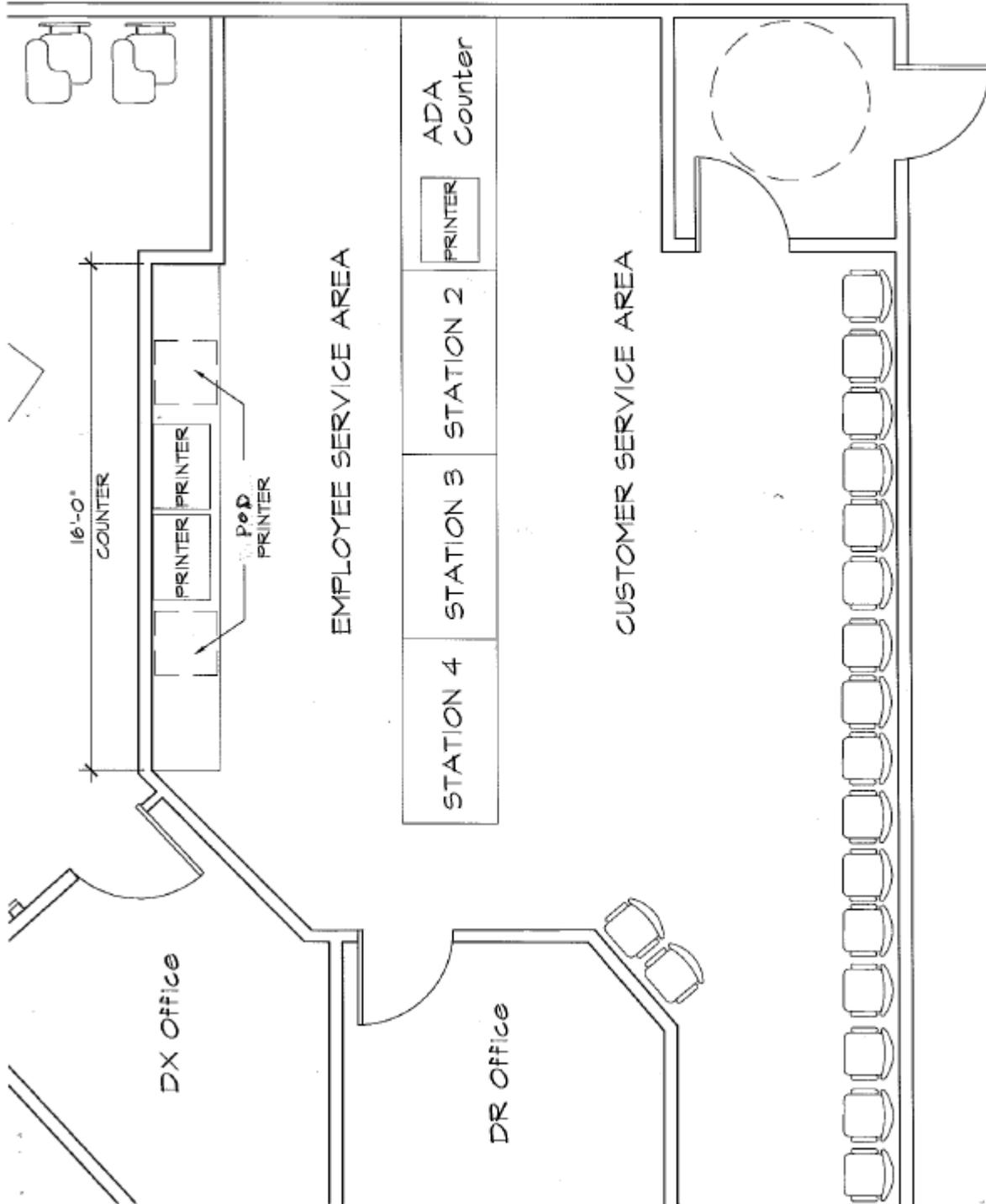
ATTACHMENT FOURTEEN
DEPUTY REGISTRAR SALES LOCATION LAYOUT(S)



ATTACHMENT FOURTEEN
DEPUTY REGISTRAR SALES LOCATION LAYOUT(S) (cont.)



ATTACHMENT FOURTEEN
DEPUTY REGISTRAR SALES LOCATION LAYOUT(S) (cont.)



ATTACHMENT FIFTEEN
OHIO BUREAU OF MOTOR VEHICLES DISTRICT OFFICES

DISTRICT 1

PHONE 440-845-5010
 FAX: 440-845-5030
 OFFICE ADDRESS: District 1 BMV Office
 Unit 10
 12000 Snow Road
 Parma, OH 44130
 CHIEF: Pat Szarnicki 440-738-8451

DISTRICT 2

PHONE 740-689-4562
 FAX: 740-689-4566
 OFFICE ADDRESS: District 2 BMV Office
 Suite 400
 980 Liberty Drive
 Lancaster, OH 43130
 CHIEF: Larry Kobi 740-746-3280

DISTRICT 3

PHONE 513-771-1177
 FAX: 866-628-0042
 OFFICE ADDRESS: District 3 BMV Office
 2950 East Crescentville Road
 West Chester, OH 45069
 CHIEF: Kenneth Woehmyer 740-746-3276

DISTRICT 4

PHONE 419-429-6210
 FAX: 877-623-0021
 OFFICE ADDRESS: District 4
 Hancock County Veh. Ctr.
 8210 CR 140, Suite F
 Findlay, OH 45840
 CHIEF: Jayme Starkey 419-738-8454

DISTRICT 5

PHONE 614-752-6443
 FAX: 614-752-8027
 OFFICE ADDRESS: District 5 BMV Office
 Shipley Building
 1970 W. Broad Street
 Field Services, 2nd Flr
 Columbus, OH 43223
 CHIEF: Dana Warner 614-738-8450 c
 614-752-8350 o