REQUEST FOR PROPOSALS

RFP NUMBER: 0A01058
DATE ISSUED: December 21, 2009

The State of Ohio through the Department of Administrative Services, Information Technology Procurement Services for the Ohio BWC of Workers Compensation is requesting proposals for:

Document Composition System

INQUIRY PERIOD BEGINS:	**December 21, 2009**
INQUIRY PERIOD ENDS:	**January 15, 2010**
OPENING DATE:	**January 22, 2010**
OPENING TIME:	**11:00 A.M.**
OPENING LOCATION:	**Department of Administrative Services IT Procurement Services Bid Room 4200 Surface Road Columbus, Ohio 43228**

This RFP consists of five parts and eleven attachments, totaling 89 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose

This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Ohio Bureau of Workers Compensation (BWC) has asked the Department of Administrative Services to solicit competitive sealed proposals ("Proposals") for a product and services to replace the existing correspondence software solution, (the"Project"), and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (the "State"), through the Department of Administrative Services, may enter into a contract (the "Contract") to have the selected offeror (the "Contractor") perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, 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 offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to five additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of BWC.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Project or the terms and conditions in this RFP.

Background

Strong communication and collaboration strategies are critical to success in information-centric industries such as insurance. BWC desires to enhance its capability to manage system generated customer correspondence by having the ability to develop, refine and maintain agency correspondence templates in real time. BWC's current correspondence software does not offer easy or robust functionality in the creation or modification of letter templates and requires excessive coordination with IT staff.

BWC sends the majority of its correspondence to three constituencies and their representatives: injured workers, employers and health-care providers. BWC has built four major applications supporting its line of business, including Claimant Management (V3), Employer Management (WCIS), Employer Rating and Claimant Benefits Processing (R&P) and Provider Management (PEACH).

Most correspondence is printed overnight in batch processes to high speed printers and through automated mail machines. Additionally, BWC creates periodic and event-based correspondence as necessary, including statements to employers regarding their account balances, rates or certificates of coverage. Total volume of all machine mailed products is between 400,000 and 800,000 documents per month with the July 1 rating cycle mailings to all employers defining the peak month.

Objectives

Below are the objectives the State wants this Project to fulfill and it will be the Contractor's obligation to ensure the Project meets these objectives.

Purchase a commercial document composition software package that offers these functions:

- allow the Communications Division to create correspondence templates without requiring IT support;
- offer typical desktop publishing features and facilities to include variable data; and,

- a correspondence generation engine to merge backend data with the previously mentioned templates and the ability to create printed and electronic output.

Optionally BWC desires the following two functions: The software package has a Web site to collect end user preferences; for example, to receive correspondence via e-mail, fax or print supported by a robust database to store information about customers, and a document repository tool to support indexing and storage of generated correspondence.

Additionally, the System Requirement Document (SRD) should include three optional components for 1) a customer preference management database Web site, 2) correspondence distribution software and 3) correspondence storage.

Overview of the Project's Scope of Work
The scope of work for the Project is provided in Attachment Two: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the attachment's description of the work, the attachment will govern.

The Contractor must implement BWC's 154 types of correspondence (examples in Supplement Three) in the above described software package. The offeror will be responsible for creating the templates and work with BWC/IT staff to integrate existing data connections into the software package. Project success will be judged on replacing the existing software and training of BWC staff on the new software to allow BWC to manage and maintain the software in the future. This RFP expects the Contractor to provide work-plans outlining project management; systems analysis, design and development; training; testing; data management; UAT, implementation; and post implementation support for the Document Composition software for use by BWC.

The scope of work will include tasks and deliverables the Contractor must complete to implement the system. The tasks and deliverables are defined in detail in a later attachment of this document.

As part of the Project, the Contractor must license or arrange for the licensing of certain commercial software products ("Commercial Software") to the State. Commercial Software is software sold in the marketplace in substantial quantities in a substantially unaltered form from one transaction to commercial software maintained through a support program that includes regular updates and new releases. It may also include freeware such as GNU software, if made generally available in the marketplace, even though such does not precisely meet the above definition. It does not include shells, subroutines, and similar stock bits of software that are not made generally available to the marketplace, but that the offeror or others routinely incorporate into otherwise custom work. The Document Composition Software is considered a key application ("Key Commercial Software"). It must meet the above definition for Commercial Software, and the offeror must offer to license it or arrange for the licensing of it to the State through a license agreement substantially in the form of Attachment Eleven to this RFP. Other Commercial Software necessary for the offeror to complete the Project, if awarded the Contract, may be licensed to the State under the terms of Attachment Four or the applicable software marketer's standard commercial license, if the terms of that license are acceptable to the State, or if the State and the software marketer negotiate acceptable changes to the commercial license.

Calendar of Events
The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site's question and answer area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Project schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. 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.

Dates:

Firm Dates

RFP Issued:	December 21, 2009
Inquiry Period Begins:	December 21, 2009
Inquiry Period Ends:	January 15, 2010 at 8:00 a.m.
Proposal Due Date:	January 22, 2010 at 11:00 a.m.

Estimated Dates

Award Date:	February 26, 2010

Estimated Project Dates

Project Work Begins:	March 8, 2010

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization
This RFP is organized into five parts and has eleven attachments. The parts and attachments are listed below. There also is one or more supplements to this RFP listed below.

Parts

Part 1	Executive Summary
Part 2	Structure of this RFP
Part 3	General Instructions
Part 4	Evaluation of Proposals
Part 5	Award of the Contract

Attachments

Attachment One	Evaluation Criteria
Attachment Two	Project Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form)
Attachment Seven	Offeror Certification Form
Attachment Eight	Offeror Profile Summary
Attachment Nine	Personnel Profile Summary
Attachment Ten	Cost Summary
Attachment Eleven	Master Contract for Software Licensing

Supplements

Supplement One	W-9 Form
Supplement Two	System Requirements Document (SRD)
Supplement Three	Correspondence Estimation Matrix and Example Letters

PART THREE: GENERAL INSTRUCTIONS

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

Contacts
The person listed below will represent the State during the RFP process.

Procurement Representative:

Andrew Miller
Acquisition Analyst
Department of Administrative Services
I.T. Procurement Services
4200 Surface Road
Columbus, Ohio 43228

During the performance of the Project, a State representative (the "Project Representative") will represent BWC and be the primary contact for the Project. The State will designate the Project Representative in writing after the Contract award.

Inquiries
Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the process below.

- Access the State Procurement Web site at http://procure.ohio.gov/.
- From the Navigation Bar on the left, select "Find It Fast".
- Select "Doc/Bid/Schedule #" as the Type.
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A").
- Click the "Find It Fast" button.
- On the document information page, click the "Submit Inquiry" button.
- On the document inquiry page, complete the required "Personal Information" section by providing:
    - First and last name of the prospective offeror's representative who is responsible for the inquiry;
    - Name of the prospective offeror;
    - Representative's business phone number, and
    - Representative's e-mail address.
- Type the inquiry in the space provided, including:
    - A reference to the relevant part of this RFP;
    - The heading for the provision under question, and
    - The page number of the RFP where the provision can be found.
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement the State has received the inquiry as well as an e-mail acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Web site by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, the State will not respond to any inquiries received after 8 a.m. on the inquiry end date.

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

Amendments to the RFP
If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Web site.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Web page (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Web site. The State may issue amendment announcements anytime before 5 p.m. on the day before Proposals are due, and it is each prospective offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interest. Alternatively, the State may allow offerors with Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal
Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and six copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with “BWC Document Composition System RFP” as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror’s Proposal on the hard copy.

Proposals are due no later than 11 a.m. on the Proposal due date. Proposals submitted by e-mail, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
I.T. Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 a.m. to 5 p.m. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may 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 or withdrawn, except as allowed by this RFP.

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals or a copy of them as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects
The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes it is in the State's interest and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals
The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal that the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals
The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications 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 the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process regardless of whether the State 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 through another RFP.

Location of Data
Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do all work related to the Project and keep all State data at the location(s) disclosed in the offeror's Proposal. If Attachment Two contains any restrictions on where the work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents
The State will seek to open the Proposals in a manner that avoids disclosing their contents. The State also will seek to keep the contents of all Proposals confidential until the Contract is awarded, but the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals
The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals and seek to do the Project through a new RFP or other means.

Evaluation of Proposals Generally
The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility;

6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections
During the evaluation process, in the State's sole discretion, it may request clarification from any offeror under active consideration. It may also give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review
The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation
The State will evaluate each Proposal it has determined is timely, complete and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weigh any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise or clarify any portions of its Proposal.

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

Requirements
Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's

Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement 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 normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper-ranking Proposal contains a failure to meet a mandatory requirement the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower-ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to correct its failure to meet that mandatory requirement.

If the offeror currents its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, if the offeror is unwilling or unable to correct the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Cost Evaluation

Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility as described below.

Requests for More Information
The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest-ranking offerors. The State normally will limit such presentations, demonstrations and interviews to areas in which it seeks further information from the highest-ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution;
- Demonstrate the professionalism, qualifications, skills and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations and presentations. Rather, if the State conducts the interviews, demonstrations or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility
The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility such as reference checks may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Project. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for

award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks
As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of the references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking the references of an offeror or any of its proposed candidates' or subcontractors', the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability
Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal such as credit reports from third-party reporting agencies.

Contract Negotiations
The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State 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, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State 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, the State then may 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.

If the State decides to negotiate simultaneously with more than one offeror or decides that negotiations with the top-ranked offeror are not satisfactory and, therefore, negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction 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.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State 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 State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not 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.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

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, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award
The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project is in its best interest and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Web site. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: http://www.homelandsecurity.ohio.gov.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's

duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract

If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal and written, authorized amendments to the Contractor's Proposal. It also will 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 included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to 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. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified and accepted by the State;
5. 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. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements
The first table lists this RFP's mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next part of the technical evaluation phase described in the next table.

Offeror Criteria					
Offeror Mandatory Requirement	**Weight**	**Does not Meet**	**Meets**	**Exceeds**	**Greatly Exceeds**
The offeror must have experience completing the implementation of a Document Composition System on a minimum of three projects of similar size and complexity (a peak processing of 20,000 or more documents generated and distributed per hour).	10	Reject	5	7	9
The offeror must propose a solution that meets or exceeds the mandatory requirements listed in Supplement 2, the System Requirements Document (SRD).	0	Reject	Accept		
Offeror Requirement	**Weight**	**Does not Meet**	**Meets**	**Exceeds**	**Greatly Exceeds**
Offeror Description	5	0	5	7	9

Personnel Requirements	**Weight**	**Does not Meet**	**Meets**	**Exceeds**	**Greatly Exceeds**
The offeror must propose an Implementation Manager with experience managing the configuration, test, training and deployment of the proposed solution for a minimum of one Document Composition project of similar size and complexity, (a peak processing of 20,000 or more documents generated and distributed per hour).	15	0	5	7	9
The offeror must propose at least one candidate with experience validating and gathering requirements for a minimum of two Document Composition projects of similar size and complexity, (a peak processing of 20,000 or more documents generated and distributed per hour).	10	0	5	7	9
The offeror must propose at least one candidate with experience analyzing and developing templates, including integration with backend data for a minimum of two Document Composition projects.	5	0	5	7	9

Proposed Solution	**Weight**	**Does not Meet**	**Meets**	**Exceeds**	**Greatly Exceeds**
Correspondence Template Layout Software	15	0	5	7	9
Correspondence Generation	15	0	5	7	9
Technical Environment Requirements	10	0	5	7	9
Correspondence Distribution	1	0	5	7	9

Customer Preference Management	1	0	5	7	9
Correspondence Storage	1	0	5	7	9

Work Plan	**Weight**	**Does not Meet**	**Meets**	**Exceeds**	**Greatly Exceeds**
Task 1 – Project Management Activities	5	0	5	7	9
Task 2 – Installation, Proof of Concept	10	0	5	7	9
Task 3 –Template Creation and Configuration & Integration	10	0	5	7	9
Task 4 – System Testing	5	0	5	7	9
Task 5 – User Acceptance Testing	10	0	5	7	9
Task 6 – Training	5	0	5	7	9
Task 7 – Implementation	5	0	5	7	9
Task 8 – Application Support, Maintenance and Enhancement	5	0	5	7	9
Project Plan	10	0	5	7	9
Staffing Plan	5	0	5	7	9

Price Performance Formula
The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	***Percentage***
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

Technical Proposal Points = (Offeror's Technical Proposal Points/Highest Number of Technical Proposal Points Obtained) x 700

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

Cost Summary Points = (Lowest Not-To-Exceed Fixed Price/Offeror's Not-To-Exceed Fixed Price) x 300

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

Total Points = Technical Proposal Points + Cost Summary Points

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

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

Scope of Work
The scope of this project is to implement a "Commercial off the Shelf" (COTS) Document Composition System facilitating the management and administration of BWC's correspondence generation system. The scope of work assumes the Contractor's software satisfies all of the system requirements detailed in *Supplement Two System Requirements Document (SRD)*.

The SRD allows the offeror to propose three optional components for a customer preference management database/website, correspondence distribution software and correspondence storage. These components may or may not be purchased at BWC's discretion.

Within the Scope of work BWC agrees to the following responsibilities:

- Review and approve deliverables according to the provisions of the Contract;
- Resolve questions, issues and disputes raised by the Contractor;
- Provide overall guidance and direction for the project;
- Provide a State Project Manager;
- Manage effective participation of BWC staff;
- Assign staff to perform testing for approval and acceptance;
- Configure existing development, test and production environments;
- Provide required data integration activities;
- Perform the final implementation with assistance from the Contractor;
- Provide training site;
- Maintain the current data and provide any data required in the future; and
- Perform application operations.

BWC will provide oversight for the entire Project, however, the Contractor must complete the tasks as defined under this Contract, including the day-to-day management of its staff. The Contractor has primary responsibility for the successful completion of project activities, in accordance with the approved work plan and the transfer of knowledge to BWC staff. The Contractor also must assist BWC with coordinating assignments for BWC staff working on the Project. In addition, the Contractor must provide all administrative support for its staff and activities.

The Contractor must provide an Implementation Manager (IM) on an as needed basis throughout the Project lifecycle as determined by the BWC State Project Manager. BWC anticipates the majority of this role to be completed remotely. The Contractor's IM must be available to work on-site at BWC's location at 30 W. Spring Street, Columbus Ohio as requested by BWC during the project.

The Contractor must employ the proposed IM as a regular, full-time employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 30 percent of the work required to complete the Project. The Contractor may use its personnel or sub-contractor personnel to meet the remaining 70 percent of the work.

The majority of the work can be completed off-site; however the appropriate Contractor staff may be required to work on-site at 30 W. Spring Street, Columbus Ohio to resolve project issues. When the Contractor is on-site, BWC will provide access to BWC network if required.

BWC implementation staff will include:

- A Project Manager;
- Communications Division staff (for template development);
- Application development staff (for backend database integration); and
- Network staff (for software installation).

BWC implementation staff will perform Project monitoring, knowledge transfer, any data access and network and server configuration tasks as well as participate in quality assurance, testing, configuration management tasks and project reviews.

Work Hours and Conditions
For any work completed on-site at BWC, working hours and building availability fall between 7 a.m. to 6 p.m., Monday through Friday. Contractor may have to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and BWC holidays.

Task 1 – Project Management Activities

Project Plan
BWC will create and maintain the Project Plan based on submissions in the Contractor's Proposal. Thereafter, the Contractor must provide updates to BWC as part of the weekly reporting requirements.

Kick Off Meeting
The Contractor and BWC will conduct a kick-off meeting within five working days of the receipt of a Purchase Order. The purpose of the meeting is to introduce the participants and roles each will play in the project, overview of the project scope, expected timeframes, answer questions and discuss any issues. The Contractor and BWC will ensure the Project Plan allows adequate time for BWC to review, comment on, and approve all deliverables.

Reporting and Status Meetings
The Contractor must provide periodic reporting of project progress. Throughout the Project, the Contractor's IM and pertinent project staff must participate in weekly meetings with the State team to discuss the below list: These meetings may be conducted remotely and cover:

- Any issues encountered and their current disposition;
- The results of any tests;
- Whether deadlines were met;
- Anticipated tasks to be completed in the next week;
- Any issues that need to be address before proceeding to the next task;
- Updates to the project schedule;
- Proposed Changes; and
- Updated risk and mitigation planning.

The Contractor's IM or designee must participate and possibly attend in person ad hoc project-related meetings as requested. The Contractor may be required to prepare materials and make formal presentations at these meetings.

Contractor Deliverables
The deliverables to be produced by the Contractor for the Project Management Activities Task must include weekly status reports. Weekly status reports do not require a formal deliverable review cycle.

Task 2 – Installation and Proof of Concept (POC)

The Contractor must work with BWC staff to fully understand the scope, purpose and goals of the POC. The Contractor must provide documentation of scope and functionality of the POC. The Contractor must install the system on BWC's networks and hardware, to model and implement the system. The Contractor must take a leadership role in the installation of its software and facilitate training of BWC Network and Applications staff on installation and configuration tasks. BWC expects the Contractor to install this package in two environments: Development and Performance Test. BWC will promote the system into production.

During the POC the Contractor must demonstrate the following functionality of its document composition systems:

- Building templates based on the examples in Supplement 3;
- Producing finished electronic correspondence utilizing BWC's application system's data; and
- Demonstrating the print method of delivery using BWC's network, hardware and peripherals (See Supplement 2 - SRD).

For the purpose of a POC, BWC will supply the Contractor with three methods to integrate with variable data: Web Services, flat file/XML and direct database access connectivity to exercise the capabilities of the system. BWC will implement Web services and direct database access in production outside the scope of this Contract. Additionally the Contractor must demonstrate how a BWC customer representative is able to both, choose blocks of boilerplate text and add free form text to an individual correspondence object (template + variable data) to create a unique piece of correspondence. Ideally this functionality should be integrated into a custom written MS .net forms or web application. In all cases the output product is expected to be PDF/A or another of the options listed in SRD. The Contractor must document outcomes of the POC in the POC test results document.

The goal of POC is to validate the system is functional and to demonstrate important features to BWC outlined in the SRD. The Contractor will function as system users and will evaluate all test outcomes. The Contractor must provide all error resolution and other technical support as required.

BWC staff will provide the following:

- An environment meeting the specification provided by the Contractor;
- Sufficient and approved test data, populated in the environment;
- Data integration services based the API's within the system; and
- Support for the Contractor where needed.

Contractor Deliverables

Deliverables to be produced by the Contractor for this task include the following:

1. Documentation of scope and functionality of the POC; and
2. POC test results document.

Task 3 –Template Creation and Configuration and Integration

The Contractor must work with BWC staff to fully understand the scope, purpose and implications of each requirement specified in this RFP (Supplement 2 – SRD). The Contractor is required to work with BWC to model and implement the system defined by the approved requirements.

The Contractor must configure the software package to meet the approved requirements. BWC requires the Contractor to create 154 types of correspondence templates (See examples in Supplement 3) within the proposed System. The Contractor must provide a letter of completion certifying that the activities required for task 3 are complete.

BWC will be responsible for completing data integration activities. The data integration approach will use a flat file or XML (whichever is most feasible to the Contractor) to supply variable data to the system. BWC will implement Web services and direct database access outside the scope of this Contract.

Contractor Deliverables
Deliverable to be produced by the Contractor for this task is a letter of completion.

Task 4: System Testing

System Test Plan
The Contractor must develop the proposed system test plan. The Contractor must work with BWC to develop test cases, scripts and scenarios for testing in this task. The plan must clearly set forth how the system test will fully test the COTS Document Composition System and its features. The plan must identify the inputs to the test, the steps in the testing process and the expected results. The plan must also identify any software tools used during testing and all BWC resources needed. The Contractor must direct system testing and operate the system in accordance with the system testing plans.

Execute System Testing
The Contractor must take responsibility for the ultimate implementation of the plan to accomplish the following tasks:

- Provide the specifications of the system test environment;
- Assist and support BWC with installation of the test environment as needed;
- If major defects are found during system testing, the entire test script must be re-initiated and the test period must begin again (An example of a major defect is anything that stops the system/application from functioning or fails to deliver required functionality);
- Plan for documenting and resolving any errors encountered during system testing;
- Provide adequate technical and other staff dedicated to testing support and problem resolution while the test is in progress; and
- Execute the system test plan.

System Test Results Document
The system test results document must include enough information to permit BWC to validate the test has been successfully executed in accordance with the approved system test plan. The occurrence of defects and their resolutions must be reported in the test results document.

Performance Tuning Document
The Contractor must analyze and evaluate performance of the COTS Document Composition System. This includes performing load testing and balancing. The Contractor must perform all system modifications required to ensure system performance meets performance requirements as specified in the SRD (refer to 8.4 Vendor Network and Server Requirements). BWC may consider suggested changes to system settings as appropriate. All results and recommendations must be provided in the Performance Tuning Document.

Contractor Deliverables
The Deliverables to be produced by the Contractor for the system-testing task must include three fully functioning environments, with examples of the above architectures accessing BWC data and producing BWC specific correspondence objects in the development test environment.

1. System Test Plan;
2. System Test Results Document; and
3. Performance Tuning Document.

Task 5 –User Acceptance Testing

The objective of user acceptance testing (UAT) is to verify the full functionality and technical usability of the system. At the completion of UAT, the Contractor must prepare a UAT report that certifies the Project is ready for implementation. BWC will review the Contractor's report and determine whether to proceed with the implementation. If necessary, UAT will be repeated until the system and user requirements are met.

The Contractor responsibilities for UAT include managing and supporting the user acceptance testing of the 154 templates and integration into BWC's backend systems. At a minimum, the activities of this task must include the following:

Develop UAT Plan

The Contractor must develop, with assistance from BWC, a UAT plan that covers, at a minimum:

- Documentation of UAT cases, scripts, procedures, timelines and processes;
- Training of designated BWC UAT staff before the actual testing;
- Scope of the tests and expected outcomes for both software functionality and manual procedures; and
- Methods for reporting, reviewing, and correcting discrepancies identified during UAT.

The Contractor must use templates to create letters in batches of 20. BWC staff will review and approve each batch of 20 letters within five working days of receipt.

Train UAT Staff

The Contractor must train all appropriate BWC staff (not more than 20 people) in the functions, features, and operations of the Document Composition System for successful execution of UAT.

Monitor and Support the UAT Processes

The Contractor must monitor and support the UAT process.

During UAT, BWC staff trained by the Contractor will use the system to test the system functionality. The Contractor must support this effort in the following ways:

- Provide converted data to execute the user acceptance test;
- Provide full time, on-site Contractor staff to assist BWC staff for the first two weeks of the UAT and have these specialists on-call throughout the duration of the testing; and
- Work with BWC to operate the system during all UAT activities.

Log, Track and Resolve Application and Database Problems

The Contractor must track all defects throughout UAT and repair the defects throughout the UAT process. All corrections must be reported to the BWC Project Management Team.

Produce UAT Final Report

The Contractor must provide the UAT Final Report, which, at a minimum, must contain the required activities of the UAT Plan and the UAT outcomes. The UAT Final Report must include enough information to permit the BWC to validate that the test has been successfully executed. The Contractor must include all defects identified and their resolutions in the UAT Final Report.

Certify System is Ready for Implementation

The Contractor must provide a certification letter, in writing, that UAT was successfully completed and the system is ready for production.

Contractor Deliverables
Deliverables to be produced by the Contractor for this task include the following:

1. UAT Plan;
2. UAT Final Report; and
3. Letter certifying that the system is ready for production.

Task 6 – Training

BWC requires the Contractor to provide training to not more than 20 BWC staff composed of users and technical staff. The Contractor is also responsible for providing training for BWC's system testing and UAT staff.

BWC will provide classrooms at a designated State training site. BWC has network connections and all materials (personal computers, desks, chairs, etc.) necessary for 12 to 15 students per class. The training presentation style must be hands-on, instructor led. Training must target staff for their appropriate role and the Contractor must provide the necessary number of classes.

The Contractor must provide a letter of completion certifying that the activities required for Task 6 are complete. In addition, BWC may record any training sessions and use any training materials for future training, user documentation, or promotional use.

The Contractor must provide training in the categories listed below.

Online Demo Capability
The Contractor must provide a demonstration capability of the major functions within the document composition system. This demo must provide basic data, and allow the user to enter or modify information to simulate actual use of the system. This demo must be utilized for training and made a part of the final document composition system so the new users will have an online demo to assist in learning the system's functionality.

Training on System Overview and Template Generation
Appropriate for Communications staff, IT staff and subject matter experts (SMEs). The training must be geared toward the understanding and performance of the overall operation of the Document Composition system. The Contractor must provide this training for a maximum of 15 staff and management personnel consisting of approximately five employees from Communications and 10 IT and SME staff**.**

Training on System Maintenance and Operation
This training covers any functions performed by technical staff on installation, troubleshooting, application integration as well as basic template generation.

Training materials
All training materials must be reviewed and approved by BWC prior to the start of training. The Contractor must provide sufficient copies of all training materials for all users.

Contractor deliverables
Deliverables to be produced by the Contractor include the following:

1. Training plan and materials;
2. Letter certifying completion of training.

Task 7 – Implementation

BWC staff will perform the final implementation (promote system to production) with assistance from the Contractor. The final milestone is completed when the proposed system replaces BWC's current production ID/Text® solution (154 documents) for a period of 30 calendar days. Within those 30 days the Contractor's obligation is to make available the staff used for the above work for questions and issues on the running of the software. The staff is not expected to be on-site but is on call for issues regarding the implementation and may be brought back on-site at BWC's request.

Contractor Responsibilities

The Contractor must respond to any issues within four hours of notification of a problem. Incident resolution must be within 24 hours of notification, unless otherwise agreed upon in writing by BWC. The Contractor must document and provide all incidents and resolutions to BWC.

System Acceptance

Upon completion and acceptance of the Implementation, and successful completion of the performance period, the Contractor must present the system to the State for acceptance. The system presented for final acceptance must account for all required functionality, features and performance requirements. The Implementation performance period will last up to 90 calendar days.

Documentation: The Contractor must offer product documentation or online links for the following:

- User Documentation;
- Operations, installation and configuration manuals;
- Integration Guides; and
- Online support sites/forums.

Contractor Deliverables

The Contractor must provide the fully configured system and associated documentation.

Task 8 - Application Support, Maintenance

Contractor Responsibilities

The Contractor must provide one year of application support and maintenance for the first year of operation, which starts upon acceptance of the Document Composition System. The State has requested pricing for five years of application support and maintenance as described in this RFP; however, after the first year of application support and maintenance, BWC may choose not to renew this portion of the Contract. The Contractor must propose application support and maintenance that meets RFP requirements.

The Contractor must provide application support and maintenance, which includes technical support and assistance with maintaining operations and system availability, of the Document Composition System during BWC's core business hours, 8 am to 5 pm, Eastern Time, Monday through Friday. This support must include all other required or supplied third party software. Application support and maintenance must address the following:

- The Contractor must provide at no cost to BWC any software maintenance, fixes, security and critical releases within the term of the Contract;
- The Contractor must provide at no cost to BWC any product and technology releases; which includes general maintenance releases, selected functionality releases, and documentation updates (version release) within the term of the Contract;
- The Contractor must provide upgrade scripts;
- The Contractor must demonstrate certification with required third-party products/versions;

- The Contractor must provide phone assistance for service requests 6am-7pm ET, 7 days a week;
- The Contractor must provide access to the Contractor's support Web page (24 x 7 Web-based customer support systems), including the ability to log service requests online;
- The Contractor must provide non-technical customer service during normal business hours.

The table below indicates the severity levels and required response times for addressing service requests. The Contractor must meet these requirements when providing application support and maintenance for the system.

Service Request Response Guidelines:

Severity Level	Description	Service Request Response
1	Production system down, BWC staff is onsite ready to work with Contractor's support staff.	within 4-four local business hours
2	Production system is partially functional with critical errors.	within the next local business day
3	Production system is functional with minor errors or non-production systems are not functional at any severity level.	within the next local business week

The Contractor must have a time-based internal escalation process for Severity Levels 1 and 2 service requests

User Groups: The Contractor is encouraged to provide BWC access to user groups, bulletin boards, discussion groups, etc. regarding the software purchased, if available.

PART TWO: SPECIAL PROVISIONS

Software Licenses
The Contractor must provide or arrange for perpetual software licenses for all Commercial Software necessary to meet the requirements of this RFP. For the Key Commercial Software, BWC requires a user license for 20 users. For all other Commercial Software, BWC requires a license that provides adequate usage rights to meet BWC's current need, as identified elsewhere in this RFP and as disclosed in the Contractor's Cost Summary.

Submittal of Deliverables
The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to BWC. In addition, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Six of the RFP.)

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within 10 working days as outlined in the Acceptance of Deliverables section.

If BWC agrees the Deliverable is compliant, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Project Representative or designee determines that the State should make a payment associated with the Deliverable, the Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The BWC form authorizing payment (Attachment Six) and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. BWC's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

Acceptance of Deliverables
BWC is purchasing a Document Composition System that performs according to the System requirements.

BWC will make payments according to the Contractor's Fee Structure identified in the RFP. If upon completion the system fails the performance test, which is outlined in Part Five of Attachment Three of this RFP, the Contractor will be in default and the State may seek the remedies provided for in this Contract and in law.

As the Contractor provides Deliverables, in written and electronic format, for each task to the State, the BWC Project Management Team will review the materials or documents within 10 working days after the receipt date. The receipt date is not counted as one of the 10 working days. If the material or document is determined to be in non-compliance, the Project Management Team will send written notification to the Contractor's Project Manager outlining the reason(s) for his or her determination. The Contractor at no expense will bring work determined by the State to be in non-compliance with the Contract into conformance to the State within 10 working days of notice. If the State accepts the Deliverable, Deliverable material or documents, an acceptance letter, signed by the Project Management Team will be submitted to the Contractor.

BWC will review Deliverables in a timely manner. The Contractor must allow a minimum of 10 working days for review of Deliverables by State staff except where otherwise stated in Scope of Work.

The Contractor understands that the State's deliverable acceptance letter does not represent or indicate that the State has accepted the system. The State's acceptance of the system is conditional upon a successful performance period upon completion of the system, defined in Attachment Four, Part Five: Standards of Performance and Acceptance. Upon the successful completion of the performance period, the Contractor must present the Project application to the State for acceptance by submitting a system certification letter. The State will review the submission according to the process described above.

If upon completion the system fails to meet the performance requirements or fails the performance test, which is outlined in Part Five of Attachment Four of this RFP, BWC may determine the Contractor to be in default and may seek additional remedies at law. In any event, the State may exercise all of the following rights:

1) BWC will not make payments associated with the support, maintenance and enhancement task;
2) The Contract is terminated.

BWC will make payments as identified in the Contractor's Fee Structure in this RFP and in accordance with the terms and conditions specified in Attachment Four, Part One: Compensation.

The Contractor's Fee Structure
The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below.

Payment Milestone/Deliverable	Payment
5 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 1 - Project Management Deliverables
15 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 2 – Installation and Proof of Concept (POC)
20 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 3 – Template Creation, Configuration & Integration
15 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 4 – System Testing
20 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 5 – User Acceptance Testing
10 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 6 - Training
15 Percent of the not to exceed fixed price for implementation activities	Acceptance of Task 7 - Implementation
Annual payment for Support, Maintenance and Enhancements.	Acceptance of Task 8 – Application Support, Maintenance and Enhancement

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above.

Reimbursable Expenses

None

Bill to Address

BWC of Workers Compensation
Accounts Payable
P.O. Box 15369
Columbus, OH 43215-0369

Location of Data
The Contractor may require the use of State data for development, maintenance and testing work at an off-site location. BWC restricts the use of the BWC network for transmittal of data. However, data may be transferred using BWC approved methods, with written approval from BWC Information Technology Department. This approval will only be granted upon receipt of a letter certifying the following: the data will be maintained in a secure manner; the data will not be used for any purposes other than those required to fulfill the Contract; and upon completion of the project the data will be destroyed. The letter must also disclose the location of the data while under the control of the Contractor. If Attachment Two contains any restrictions on where the work may be done or where any State data may be kept, the State

may reject any Proposal that proposes to do any work or make State data available outside of those geographic restrictions.

ATTACHMENT THREE: 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 may 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 items listed below.

- Mandatory Requirements
- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- Personnel Profile Summaries
- Proposed System Solution
  - System Performance
  - Application Deployment Standards
- Staffing Plan
- Work Plan
- Time Commitment
- Assumptions
- Project Plan
- Support Requirements
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Proposed Changes to the Master Contract for Software Licensing
- Terms for Commercial Materials
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Mandatory Requirements for Selection and Application Deployment
The offeror must provide written details that demonstrate the proposed solution meets the mandatory requirements listed in this RFP and listed as a part of the SRD.

Vendor Information Form
The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at http://obm.ohio.gov/forms/OAKS.asp.

Subcontractor Letters
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, federal tax identification number, D-U-N-S 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; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

Offeror Certification Form
The offeror must complete Attachment Seven, Offeror Certification Form.

Offeror Description
Each Proposal must include a description of the offeror's capability, capacity and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

In addition, experience completing the implementation of a Document Composition System on a minimum of three projects (20,000 or more documents generated and distributed per hour).

Offeror Profile Summary Form
This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Eight.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must <u>carefully review</u> each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below.

a) **Mandatory Experience and Qualifications**
The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Eight.) For each reference, the offeror must provide the information described on the following page.

- Contact Information. The offeror must provide a client contact name, title, phone number, e-mail address, company name and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.

- Project Name. The offeror must provide the name of the project where it obtained the mandatory experience.
- Dates of Experience. The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- Description of the Related Service Provided. The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work 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.
- Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.

The offeror must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

b) **Required Experience and Qualifications**
The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the information in the same manner as described above under item a, Mandatory Experience and Qualifications.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.

Personnel Profile Summaries
Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment Nine, and the offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must <u>carefully review</u> each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.

The offeror must propose a Project team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below.

a) Candidate References: If the offeror provides less than three projects, the offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate.

b) Education and Training: The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly

perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.

c) Mandatory Experience and Qualifications: The offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive.

For each reference, the offeror must provide the information below.

- Candidate's Name.
- Contact Information: The offeror must completely fill out the client contact name, title, phone number, e-mail address, company name and mailing address. The offeror must include the same information for an alternate client contact in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience: The offeror must complete this section with a beginning month and year, and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided: The State will not assume that since the technical requirement is provided at the top of the page all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate'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.

d) Required Experience and Qualifications: The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Nine.) For each reference, the following information must be provided:

- Candidate's Name.
- Contact Information. The client contact name, title, phone number, e-mail address, company name and mailing address must be completely filled out. The same information must be included for an alternate client contact in case the State cannot reach the primary contact. Failure to provide requested contact information may result in the State not including the experience in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships etc.
- Dates of Experience: The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided: The State does not assume that since the technical requirement is provided at the top of the page all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the

project as it relates to this Project. It is the offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate'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.

Proposed System Solution
The offeror must describe in detail how its proposed solution meets or exceeds what is described in the SRD.

The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functional and the technical requirements of this RFP and describes in detail how the offeror's proposed solution meets those requirements.

Staffing Plan
The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key 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 matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of people on-site at the State location at any given time to allow the State to plan for the appropriate workspace.

Work Plan
The offeror must fully describe its approach, methods and specific work steps for doing the work on this Project and producing the Deliverables. The State encourages responses that demonstrate a thorough understanding of the nature of the Project, and what the Contractor must do to get the Project done properly.

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate the offeror will be prepared to quickly undertake and successfully complete the required tasks. The offeror's work plan should clearly and specifically identify personnel assignments and the number of hours by individual for each task.

A work plan must be completed for each task described in Attachment Two.

Time Commitment
The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Implementation Manager and the offeror's proposed team members for this Project during each phase of the System Development Life Cycle. The offeror also must include a statement indicating to what extent, if any, the Implementation Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Implementation Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

Assumptions
The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Project Plan
The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Project. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope and schedule;
- Provide a baseline for progress measurement and Project control.

At a minimum, the offeror's Project Plan must include the following:

- Detailed Project schedule for all Tasks, Project Deliverables and milestones. The schedule must include resource leveling and clearly demonstrate how the Project will become fully operational by the delivery date. The offeror also must identify and describe all risk factors associated with the Project;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Description of the Project issue resolution and escalation process;
- If the offeror chooses to use subcontractors, a description of its approach to managing its subcontractors effectively.

Support Requirements
The offeror must describe the support it wants from the State other than what the State has offered in this RFP.

The Contractor will be provided office space at the BWC Central Office at 30 W. Spring St. to use when working on-site at BWC. The Contractor will also be able to request conference rooms to be scheduled for project related meetings. BWC will provide appropriate computer equipment to the consultant such as desktops and printer equipment during the life of the project. Any portable computing or data storage devices owned by the Contractor such as laptops and thumb drives may be used at BWC. However, these devices may not be connected to the BWC network. Any work requiring a BWC network connection must be performed on a BWC-owned desktop computer. If needed, access to the Internet from the Project area must be requested at the start of the project.

Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available and so on;
- Assistance from State staff and the experience and qualification levels required;
- 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, therefore, must 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.

Equipment and System Elements
The offeror must identify all equipment necessary for the Project implementation and ongoing operations. The proposed equipment must align with the BWC's environment identified in the SRD (Supplement Two) and include the proposed manufacturer's name and model for all equipment.

All the specifications given regarding BWC's environment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations and explain how they will benefit the State.

Pre-existing Materials
The offeror must list any pre-existing materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials
The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied such as Commercial Software and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. But for Key Commercial Software, the offeror may not include a standard license agreement; rather, the offeror must comply with the next section's requirements regarding Attachment Eleven. If the State finds any provisions of any proposed license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Any deviation from the standard license, warranty and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

Proposed Changes to the Master Contract for Software Licensing
If the offeror seeks changes to Attachment Eleven, the Master Contract, the offeror must identify those changes with the precise alternative language the offeror seeks and include the markup of the Master Contract as an attachment to its Proposal. Generalized objections to the Master Contract's terms and conditions are not acceptable. The State may reject any Proposal with extensive changes to the Master Contract or with changes that the State finds objectionable. Alternatively, the State may seek to negotiate over proposed changes to attempt to make them acceptable to the State. The State, in its sole and exclusive judgment, will determine whether any changes are acceptable and whether any negotiations make the proposed changes acceptable to the State.

Terms for Commercial Materials
If the offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials, other than Key Commercial Software, which must be dealt with in accordance with the preceding section, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the offeror's Proposal.

Conflict of Interest Statement
Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from 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 may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

Proof of Insurance
The offeror must provide the certificate of insurance in the form that Attachment Four requires. The policy may be written on an occurrence or claims made basis.

Payment Address
The offeror must give the address to which the State should send payments under the Contract.

Legal Notice Address
The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form
The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Declaration Regarding Terrorist Organizations
The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: http://www.homelandsecurity.ohio.gov.

Cost Summary
This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for the entire Project must be represented as the not-to-exceed fixed price.

The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work
The RFP and the Contractor's Proposal (collectively, the "RFP Documents") 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 must do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor also must 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, and 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, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, 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 first of which is June 30, 2010. The State 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 also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. 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.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate 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 Documents. The RFP Documents also may have several dates for the 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 Documents require. 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 also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents 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 reasonable 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 business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

Compensation

In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents 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 also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. 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 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents 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 then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager, the Contractor's Project executive, the Project Representative, and the State Contract Management Administrator. 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. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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 must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive 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.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

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

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Project Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset
The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

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:

(a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
(b) All necessary funds are made available by the appropriate State entities;
(c) If required, the Controlling Board of Ohio approves this Contract; and
(d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes
All people furnished by the Contractor (the “Contractor Personnel”) are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an “eligible employee” for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor’s indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the “joint employer” or “co-employer” of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

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. Further, 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 a later time.

PART TWO: PROJECT AND 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.

Other Contractors
The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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 assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. Further, 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 also must 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 an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

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

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

Insurance
The Contractor must 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 also must maintain employer's liability insurance with at least a $1,000,000.00 limit.

(b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must 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 must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

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

(d) Professional Liability insurance covering all staff with a minimum limit of $1,000,000 per incident and $3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

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.

Replacement Personnel
If the RFP Documents contain 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 must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may 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 the RFP Documents from the Project, if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Project for any reason other than those specified above, the State may assess liquidated damages in the amount of $1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Project. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Project. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five 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. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two 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 any such case, the State will have the following options:

(a) The State may assess liquidated damages in the amount of $1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
(b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort 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 may 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 Documents, the State may terminate this Contract for its 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 that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in 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 must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

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 also may 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 immediately on notice to the Contractor. The State also may 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 times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three 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, and 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 also may 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 also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State’s rights under this section.

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 must 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 also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and 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 also must deliver all the completed and partially completed Deliverables to the State with its report. However, if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

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 the State 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

also will 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 that the State determines it owes to the Contractor. 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 Project.

The State will have the option of suspending rather than terminating the Project, if 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 State will calculate the amount of compensation due to the Contractor for work performed before the suspension 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, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

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 may not perform any work without the consent of the State and may 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 may not suspend the Project for its convenience more than twice during the term of this Contract, and any suspension for the State’s convenience may 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 suspension, 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 must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives
The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the “Project Representative.” The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Representative for those individual portions of the Project.

The Contractor’s Project Manager under this Contract will be the person identified on the RFP Documents as the “Project Manager." The Project Manager will be the Contractor’s liaison with the State under this Contract. The Project Manager also will conduct all Project meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Project.

Work Responsibilities
The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. 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 equipment or has voluntarily waived an inspection and will work with the equipment and facilities on an “as is” basis.

The Contractor must assume the lead in the areas of management, design, and development of the Project. The Contractor must 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 Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Representative any issues, recommendations, and decisions related to the Project.

If any part of the Project 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 must complete an installation letter and secure the signature of the Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Project Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely 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 may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing 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. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its 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 in writing of the claim within five 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 State expressly ordered the relevant change in writing 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, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This 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 is 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 any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Project, as provided in the RFP Documents.

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 must notify the other promptly of any material delay in performance and must 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 also must 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 the Contractor has no legal control.

Independent Status of the Contractor
The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity
The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND 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 interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must 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 excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must 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 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 must cause all of its Personnel 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) except as provided in the next paragraph, 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 must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Ownership of Deliverables
The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, 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 must 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 into 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, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may 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 into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom 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.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

License in Commercial Material
As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is 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 Documents or as an attachment referenced in the RFP Documents, 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 the State's Confidential Information. 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 (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. 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;
2. 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;
3. Reproduced for safekeeping (archives) or backup purposes;
4. 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;
5. 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; and
6. Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

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; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

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 and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. 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 must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must 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 will 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 must do one of the following 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 Documents; (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 into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following 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 Documents 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 into 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 Documents (or any attachment referenced in the RFP Documents) 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 obtain 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 software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must 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 one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, 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 must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

(a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;

(b) 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 CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury
The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability
Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance
There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second 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 may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means 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 number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the

user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Passage of Title
Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Software Maintenance
If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Equipment Maintenance
If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.

b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.

c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.

d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.

e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards
This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity
This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

Principal Period of Maintenance (General)
This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General)
This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General)
This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document
This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous 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, and 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 may 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.

Time
Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

PART SEVEN: LAW AND COURTS

Compliance with Law
The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace
The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, 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
None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may 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 must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, 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 Law and Limits on Political Contributions
The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Security & Safety Rules
When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Declaration Regarding Terrorism
In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

(a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or

(b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Unresolved Finding for Recovery
If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity
The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, 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 submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: http://business.ohio.gov/efiling/

Injunctive Relief
Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interest 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. The State is not obligated to provide its consent to any proposed assignment.

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 FIVE
SAMPLE CONTRACT

A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE _____
AND

_____
(CONTRACTOR)

THIS CONTRACT, which results from RFP «CONTRACT_ID», entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes 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 page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. 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 _____, 20___, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR	STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
SAMPLE – DO NOT FILL OUT	_____
By:	By: «OIT_DIRECTOR»
Title: _____	Title: «OIT_DIRECTOR_TITLE»
Date: _____	Date: _____

SAMPLE

ATTACHMENT SIX
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM

Client Name:	**[Insert Client Name]**
Project Name:	**[Insert Project Name]**
Contract Number:	**[Insert Contract Number]**
Deliverable To Be Reviewed or Milestone Attained:	**[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]**
Date Deliverable Submitted for Review or Milestone Achievement Date:	**[Insert Applicable Date]**

The **[insert Deliverable/milestone name]** Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by **[insert Corporate name]** in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of **[insert Deliverable/milestone name]**. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, **[insert date XX calendar days from submitted date]**.

Please contact_____ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

_____

Printed Name
Contractor Project Manager
{Same as person signing above}

COMPLIANT:
Deliverable Payment Authorized: Yes _____ No _____ N/A _____

_____
Signature of State Project Representative/Date

NOT COMPLIANT:
Describe reason(s) for non-compliance:
(Continue on back if necessary)

_____
Signature of State Project Representative/ Date Payment Not Authorized

ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM

1. The offeror is not currently subject to an "unresolved" finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.

2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.

3. The offeror certifies that its responses to the following statements are true and accurate. The offeror's answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of $10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	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.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 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 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 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 under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Project will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.

6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the work on the Project.

7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

The offeror certifies it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use on the project.

Please provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
E-mail Address:	

_____
Signature

_____
Name

_____
Title

_____
Company Name

_____
Company D-U-N-S Number

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The Offeror must have experience completing the implementation of a Document Composition System on a minimum of three projects of similar size and complexity (a peak processing of 20,000 or more documents generated and distributed per hour).

Company Name:	**Contact Name:** (Indicate Primary or Alternate) **Contact Title:**
Company Address:	**Contact Phone Number:** **Contact E-mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Peak Per-Hour Document Processing: **Average Per-Hour Document Processing:** **List Related Service Provided:** **Describe how the Related Service shows the offeror's experience, capability, and capacity to meet the Deliverables or to achieve the milestones for this Project:**	

Company Name:	**Contact Name:** (Indicate Primary or Alternate) **Contact Title:**
Company Address:	**Contact Phone Number:** **Contact E-mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year Month/Year**
Peak Per-Hour Document Processing: **Average Per-Hour Document Processing:** **List Related Service Provided:** **Describe how the Related Service shows the offeror's experience, capability, and capacity to meet the Deliverables or to achieve the milestones for this Project:**	

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS CONTINUED

Company Name:	**Contact Name:** (Indicate Primary or Alternate) **Contact Title:**
Company Address:	**Contact Phone Number:** **Contact E-mail Address:**
Project Name:	**Beginning Date of Expr: / Ending Date of Expr:** **Month/Year** **Month/Year**
Peak Per-Hour Document Processing: **Average Per-Hour Document Processing:** **List Related Service Provided:** **Describe how the Related Service shows the offeror's experience, capability, and capacity to meet the Deliverables or to achieve the milestones for this Project:**	

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES

Candidate's Name:

References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offerors organization.

If less than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

Client Company:	**Client Contact Name:**	**Client Contact Title:**	
Client Address:		**Client Contact Phone Number:**	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this project:**			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES CONTINUED

Candidate's Name:

Client Company:	**Client Contact Name:**	**Client Contact Title:**	
Client Address:		**Client Contact Phone Number:**	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this project:**			

Client Company:	**Client Contact Name:**	**Client Contact Title:**	
Client Address:		**Client Contact Phone Number:**	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: **Description of how client project size and complexity are similar to this project:**			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

Education and Training. This section must be completed to list the education and training of each proposed candidate and must demonstrate in detail the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
College			
Technical School			
Other Training			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Implementation Manager

Candidate's Name:

Requirement: The Offeror must propose an Implementation Manager with experience managing the configuration, test, training and deployment of the proposed solution for a minimum of one Document Composition project of similar size and complexity, (a peak processing of 20,000 or more documents generated and distributed per hour).

Company Name:	**Contact Name:** **Primary or Alternate __**	**Contact Title:**	
Address:		**Contact Phone Number:** **E-mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Description of technical experience, capacity performed, and role related to services to be provided for this Project: **Peak Per-Hour Document Processing:** **Average Per-Hour Document Processing:**			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS

Candidate's Name:

Requirement: The Offeror must propose at least one candidate with experience validating and gathering requirements for a minimum of two Document Composition projects of similar size and complexity, (a peak processing of 20,000 or more documents generated and distributed per hour).

Company:	**Contact Name:** **Primary or Alternate __**	**Contact Title:**	
Address:		**Contact Phone Number:** **E-mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Description of technical experience, capacity performed, and role related to services to be provided for this Project: **Peak Per-Hour Document Processing:** **Average Per-Hour Document Processing:**			

Company:	**Contact Name:** **Primary or Alternate __**	**Contact Title:**	
Address:		**Contact Phone Number:** **E-mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Description of technical experience, capacity performed, and role related to services to be provided for this Project: **Peak Per-Hour Document Processing:** **Average Per-Hour Document Processing:**			

ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS

Candidate's Name:

Requirement: The Offeror must propose at least one candidate with experience analyzing and developing templates, including integration with backend data for a minimum of two Document Composition projects.

Company:	**Contact Name:** **Primary or Alternate**	**Contact Title:**	
Address:		**Contact Phone Number:** **E-mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			

Company:	**Contact Name:** **Primary or Alternate __**	**Contact Title:**	
Address:		**Contact Phone Number:** **E-mail Address:**	
Project Name:		**Beginning Date of Expr: Month/Year**	**Ending Date of Expr: Month/Year**
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			

ATTACHMENT TEN
COST SUMMARY

Tasks and Deliverables	Cost
Task 1 – Project Management Activities	**$**
Task 2 – Installation, Proof of Concept	**$**
Task 3 – Template Creation and Configuration & Integration	**$**
Task 4 – System Testing	**$**
Task 5 – User Acceptance Testing	**$**
Task 6 – Training	**$**
Task 7 – Implementation	**$**
Task 8 – Application Support, Maintenance and Enhancement	**See Tables Below**
Total Not-to-Exceed Fixed Price for Implementation Activities	**$**

Key Commercial Software Product					
Key Commercial Software Product Name:					**Total License Cost**
Type License:					**$**
License Count:					
Annual Support Fees for above Key Commercial Software product for First Five years					
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**Total Support Cost**
$	**$**	**$**	**$**	**$**	**$**

ATTACHMENT TEN
COST SUMMARY

Commercial Software Product					
Commercial Software Product Name:					**Total License Cost**
Type License: **License Count:**					**$**
Annual Support Fees for above Commercial Software product for First Five years					
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**Total Support Cost**
$	**$**	**$**	**$**	**$**	**$**

Commercial Software Product					
Commercial Software Product Name:					**Total License Cost**
Type License: **License Count:**					**$**
Annual Support Fees for above Commercial Software product for First Five years					
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**Total Support Cost**
$	**$**	**$**	**$**	**$**	**$**

Commercial Software Product					
Commercial Software Product Name:					**Total License Cost**
Type License: **License Count:**					**$**
Annual Support Fees for above Commercial Software product for First Five years					
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**Total Support Cost**
$	**$**	**$**	**$**	**$**	**$**

Annual System Maintenance for First Five Years Task 8 – Application Support, Maintenance and Enhancement (Excluding Key and other Commercial Software Support)				
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**
Warranty	**$**	**$**	**$**	**$**
Total Annual System Maintenance Costs				**$**

ATTACHMENT TEN
COST SUMMARY

Tasks and Deliverables	
Total Not-to-Exceed Fixed Price for Implementation Activities	**$**
Annual Support Fees for Key Commercial Software Products for First Five Years	
Total License Cost	**$**
Total Support Cost	**$**
Annual Support Fees for Commercial Software Products for First Five Years	
Total License Cost	**$**
Total Support Cost	**$**
Annual System Maintenance for First Five Years Task 8 – Application Support, Maintenance and Enhancement (Excluding Key and other Commercial Software Support)	
Total Annual System Maintenance Costs	**$**

Total Not to Exceed Fixed Cost
$

Optional Components	
Customer preference management database Web Site	**$**
Correspondence Distribution Software	**$**
Correspondence Storage	**$**
Total Optional Components Cost:	**$**

ATTACHMENT ELEVEN

MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER [0000000])

THIS CONTRACT (the "Contract") is between the State of Ohio (the "State"), through the Office of Information Technology, Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, and *[Company name of the Contractor]* (the "Contractor"), with offices at *[street address, city, state and zip code for the Contractor]*, and whose Federal Tax ID Number is *[the Contractor's TIN]* and D-U-N-S Number is *[the Contractor's D-U-N-S]*.

BACKGROUND

The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets (the "Software"). Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation (the "Documentation"). It also may include a license to use the Software's source code and related material ("Source Code"), if it is so indicated elsewhere in this Contract or on the applicable Schedule. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, correction, enhancements, and new releases of the Software ("Support").

PART I: LICENSE AND USE

1. **Grant of License.** The Contractor grants to the State a nonexclusive, nontransferable, and perpetual license to use the executable code version of the Software identified in each Schedule under this Contract, along with the related Documentation, and if indicated in an applicable Schedule, the Source Code for the Software. The license begins on the date identified in the applicable Schedule as the start date for the license (the "Start Date"). Unless indicated otherwise in this Contract, such use will be limited to use solely for the exercise of any function of State government by any State agency or political subdivision of the State ("Affiliated Entities"). The applicable Schedule governing the license will describe the scope of each license granted to the State in further detail, and the State agrees to limit its use of the Software as described in the applicable Schedule. The State may not republish the Software or the Documentation or distribute it to any third party, unless and only to the extent that this Contract or the scope of license in the applicable Schedule expressly so permits. The State will have a right to use the Software at any of its locations worldwide, subject only to applicable restrictions on export of technology from the US, the scope of license in the applicable Schedule, and the restrictions in this Contract on using the Software in hazardous environments.

2. **Generated Files.** "Generated Files" are files that the State creates using the Software and in which the State's data or results from the State's instructions are stored. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Contractor licensed to the State also would be considered Generated Files. As between the State and the Contractor, the State will own all Generated Files that the State prepares by using the Software, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Contractor or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Contractor grants to the State a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the Software embedded in any Generated Files that the State creates while using the Software in the manner in which the Software is designed to be used. In the State's distribution of the Generated Files, the State may not use the Contractor's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of the Software when used as intended.

3. **License Restrictions.** The State may not reverse engineer, de-compile, or disassemble any Software for which it is not licensed to use the Software's Source Code. Additionally, the State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such. (One Affiliated Entity using the Software on behalf of another Affiliated Entity is not the operation of a service bureau for purposes of this Contract, even if the Affiliated Entity charges the other Affiliated Entity for the costs

of the service.) Additionally, except as authorized in this Contract or the applicable Schedule, the State may not grant any sublicense to access or use the Software. Notwithstanding the foregoing, and provided they have agreed in writing to honor the terms of this Contract, the State's Affiliated Entities may use the Software in the same manner as the State, subject to the applicable limits on the license and the obligations contained in this Contract. Further, for any Software designed for communications, such as e-commerce applications, or for Web presentations, the State may communicate with third parties using the Software and use the Software for presentations to third parties via the Internet. Additionally, the State engages various contractors to do work for it, and the State may provide such contractors with access to and use of the Software solely for use on behalf of the State, including in a facilities management, hosting, disaster recovery, or outsourcing arrangement. But the State may not provide access to the Software to any such contractors except for use solely on behalf of the State.

4. **Locking Devices.** Some Software may require the use of a key to prevent unauthorized installation and use of the Software, but the Software may not include expiration codes, "time bombs", or similar devices that can disable the software once a proper key is provided. Further, the software may not contain any routines, functions, or devices that can or are designed to transmit or transfer any data surreptitiously to the Contractor or any other party. Nor may the software contain any routines, functions, or similar devices designed to permit the Contractor or a third party to surreptitiously access data on the State's network or on any of the State's computers. Should the State need assistance with a key or similar device to use the Software within the State's scope of license, the Contractor will assist the State at any time and without charge or fee, regardless of whether such Software is then under Support.

5. **Copies.** In addition to the copies of the Software authorized by the license in the applicable Schedule, the State may make a reasonable number of copies of the Software for backup, archival, disaster recovery, testing, development, and image management purposes. And the State may use these copies for such purposes without paying any additional fee or charge, so long as any such additional copies are not used in a production environment while the production copy or copies of the Software are used for production. No other copies of the Software may be made by or for the State. With respect to the Documentation for any Software, the State may make as many copies of it in either paper-based or electronic form as the State may reasonably require for its own internal purposes. Additionally, the State may incorporate portions of the Documentation in other materials, such as training and reference manuals, provided that such materials are used solely for the internal purposes of the State and the use bears a reasonable nexus to the State's use of the Software. Each copy of the Software or Documentation that the State makes must bear the same copyright and other proprietary notices that appear on the original copy provided to the State. If the Contractor has granted the State a license to use the Source Code for the Software, the State may make a reasonable number of copies of the Source Code, modify it, compile it, and otherwise use it as reasonably necessary to support its licensed use of the Software.

6. **Hazardous Environments.** The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.

7. **Object Reassignment.** Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.

8. **Upgrades, Updates, and Corrections.** All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

PART II: FEES AND PAYMENT

1. **Fees**. The State will pay to the Contractor the fees for licensing the Software identified in each Schedule under this Contract ("License Fees"), as well as all applicable fees for Support of the Software ("Support Fees") that are identified in any Schedule under this Contract. The License Fee for each license is due and payable on the 30th day after the later of the date on which the applicable license starts (the "Start Date") or the date the State receives a proper invoice for the License Fee at the office designated in the applicable purchase order. A Support Fee will be due payable on the 30th day after the later of the date on which the applicable period of Support (the "Support Period") begins or the date the State receives a proper invoice for the Support Fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew Support for any Software unless it issues a purchase order for such.

2. **Taxes**. The State is exempt from all sales, use, excise, property, and similar taxes ("Taxes"). To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Software, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.

3. **Invoices.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

   (1) Name and address of the Contractor, as designated in this Contract.
   (2) The Contractor's federal tax identification number, as designated in this Contract.
   (3) The Contractor's invoice remittance address, as designated in this Contract.
   (4) The purchase order number authorizing the delivery of the Software or Support.
   (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Software and Support. If the invoice is for Software with multiple installments of the License Fee, the Contractor also must include the payment number (e.g., 11 of 36).

   If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the Pricing section below), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a corrected and proper invoice or the applicable Start Date in the Schedule, whichever is later.

   The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code ("Code") Section 126.30.

4. **Non-Appropriation of Funds.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for the Fees due hereunder, as determined by the Director of the Office of Information Technology, this Contract will terminate with respect to the Software or Support affected by the non-appropriation as of the date that the funding expires, and the State will have no further obligation to make any payments. This provision will not alter the rights of the State in any Software or to any Support for which the State already has made payment at the time of the non-appropriation.

5. **OBM Certification.** This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies that there is a balance in the appropriation available to pay for the order.

6. **Currency.** The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.

7. **Disputed Amounts.** The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.

8. **Pricing.** Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such Software will be fixed for the term of the price-hold. Additionally, for seven years from the date of the State's first license of any Software, the State will be entitled to acquire additional licenses for the same Software at a discount that is equal to the discount extended to the State for the initial license of the Software, even though the list price for the Software may have increased. Such licenses will be granted under the terms contained in this Contract via the execution of a Schedule hereto. Thereafter, the State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software, less the discount described in the following sentence. For all additional licenses acquired more than seven years after the initial license in the same Software, the State still will be entitled to a discount of [redacted]% from the then current list price for the license. Support Fees under this Contract may not increase from one Support Period to the next by more than [redacted] percent for any license in the Software. Further, in no event will the Support Fee the State pays be greater than the fee paid by any other customer of the Contractor for the same type license.

PART III: CONTRACT ADMINISTRATION

1. **Term.** Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 200[redacted]. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

2. **Renewal.** The State may renew this Contract for additional one-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of this Contract also is subject to the satisfactory performance of the Contractor and the needs of the State. The State's failure to renew this Contract will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

1. **Delivery.** The Contractor must deliver all Software licensed under this Contract to the State F.O.B. at the State's site specified in the applicable Schedule. If the Contractor and the State agree so in writing, the Contractor may deliver any Software licensed under this Contract via electronic transmission over the Internet, provided the Contractor maintains sufficient bandwidth to accommodate delivery in this fashion. Upon physical delivery or successful completion of an electronic transmission, title to any media on which the Software and Documentation are contained and risk of loss of the Software and Documentation will pass to the State.

2. **Schedules.** For all Software that the State licenses, the Contractor and the State will enter into a written Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum.. The Contractor also must consent for any Software that is or designed to operate in conjunction with Software already acquired by

the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.

3. **Confidentiality.** Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party deliverers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party 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 interest of the other party or its licensors.

   The Contractor's Confidential Information may include the Software and Documentation, if the Software and Documentation are the trade secrets of Contractor and marked as such in a reasonable manner. Information of the State that the Contractor must presume to be Confidential Information, regardless of whether it is marked as such, includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, data, business records, and business plans. Such also includes files containing personal information about other contractors or employees of the State, such as personnel records, and any material to which an attorney-client, physician-patient, or similar privilege may apply. It also includes any State records that Ohio law excludes from public records disclosure requirements.

   Each party agrees not to disclose any Confidential Information of the other to any third parties and to use it solely to meet its obligations under this Contract or as otherwise contemplated under this Contract. Additionally, each party will restrict circulation of Confidential Information within its organization and permit access to it only by people who have a need to know the Confidential Information for the purposes contemplated by this Contract. The receiving party will be liable to the disclosing party for any damages that result from its improper or unauthorized disclosure of any Confidential Information.

   Except for Software, Source Code, or Documentation that represents Confidential Information, neither party may incorporate any portion of the other party's Confidential Information into any work or product. With respect to Software, Source Code, or Documentation that is Confidential Information, the foregoing will not apply to any portion of the Software incorporated into Generated Files by the design of the Software when used as intended. Nor will the foregoing apply to portions of the Documentation that the State incorporates into material such as training and reference manuals in accordance with this Contract's applicable provisions. And the foregoing will not apply to any Source Code properly licensed to the State that the State modifies for use within the scope if its license in the applicable Software. Furthermore, the receiving party must cause all of its personnel who have access to any Confidential Information of the other party to execute a confidentiality agreement incorporating the obligations of this section. Additionally, for any director, officer, employee, partner, agent, or subcontractor of the Contractor ("Contractor Personnel") that require access to the State's premises, the State may require an individual non-disclosure agreement incorporating the terms of this section to reinforce the importance of such obligations. The State may bar any Contractor Personnel who refuse to execute such a non-disclosure agreement from entering the State's facilities.

   The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

   (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
   (b) Is independently developed by the receiving party;
   (c) Except as provided in the next paragraph, is or becomes publicly available without breach of this Contract;
   (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
   (e) Is disclosed by the receiving party with the written consent of the other party; or
   (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:

      (1) Notifies the other party of such order immediately upon receipt of the order; and
      (2) 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.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for properly licensed Software, Source Code, or Documentation that contains Confidential Information, the receiving party must return or destroy all copies of any Confidential Information when it is no longer needed for the receiving party to perform under this Contract, but in any case, no later than on termination of this Contract. For properly licensed Software, Source Code, and Documentation that represents Confidential Information, the State may retain it for so long as the State has a valid license in it.

The receiving party may disclose Confidential Information to its contractors on a need-to-know basis, but only after they have agreed in writing to be obligated to the requirements of this section.

4. **Escrow.** Except for Software that the Contractor delivers to the State with its Source Code, the Contractor must escrow the Source Code for all Software with Escrow Associates, LLC (the "Agent") under an existing escrow agreement between the State and the Agent. The Agent may release the Source Code to the State on the occurrence of any of the following:

   (a) The Contractor ceases business without a successor in interest that assumes all the Contractor's obligations under this Contract;
   (b) The Contractor files or has filed against it a petition in bankruptcy or similar proceeding that is not dismissed within 60 days;
   (c) The Contractor stops supporting any Licensed Software;
   (d) The State terminates this Contract for cause; or
   (e) The Contractor materially or consistently fails to perform its Support obligations in a timely and professional manner.

   The release will apply only to the Source Code for Software affected by the triggering event. The Source Code for the Software will be in the form customarily used by programmers to read and modify such Source Code. It also will include all supporting documentation and annotations reasonably required for productive use of the Source Code by a competent programmer skilled in the programming language in which the Source Code is written. The Contractor will deliver to the Agent the Source Code for each version or release of the Software that the State acquires. The State will be solely responsible for paying all escrow fees associated with the escrow agreement, and upon any release of Source Code from escrow, the State will treat the material as Confidential Information and use it solely to maintain the Software for its own internal purposes.

   The escrow agreement with the Agent is a supplementary agreement to this Contract, within the meaning of Title 11, Section 365(n), of the United States Code, and neither the Contractor nor its trustee in bankruptcy may interfere with the State's license in the Software or right to access any Source Code by virtue of any bankruptcy proceedings.

   From time to time, the State may change the company it uses as the Agent. The State will do so only on written notice to the Contractor and will use only a US-based, well-recognized escrow company.

5. **Insurance.** During any Support Period for which the State has paid the applicable Support Fee, the Contractor must purchase and maintain the following minimum insurance coverages at its sole expense:

   (A) Worker's compensation insurance covering all employees to comply with the laws of the state or states where operations are conducted and employer's liability insurance with a limit of not less than $1,000,000. If operations are conducted in a monopolistic state, the employer's liability insurance must be provided through a stop gap endorsement.
   (B) General liability insurance covering all operations under this Contract, with a combined single limit of not less than $1,000,000 each occurrence. The policy must include with its other coverages products and completed

operations, broad form property damage, blanket contractual liability coverage, independent contractors (work sublet) and cross liability.

(C) Automobile liability insurance covering all automotive equipment used in performing under this Contract (whether owned, non-owned, or hired) with a combined single limit of not less than $1,000,000 each accident.

The policies specified in (A) above must be with companies acceptable to the State and endorsed to waive rights of subrogation against the State. The policies specified in (B) and (C) above must be endorsed to include the State as an additional insured with respect to operations performed under this Contract. All the above policies must be primary to any policies the State purchases or maintains.

The Contractor must furnish the State with an insurance certificate as evidence of the above coverages and requirements. The certificate also must contain the following statement:

> "Thirty days' prior written notice will be given to the State of Ohio in the event of cancellation or material change in coverage."

The coverages required represent the State's minimum requirements, and they may not be construed to void or limit the Contractor's indemnity obligations under this Contract.

6. **Excusable Delay.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or 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 or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

7. **Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor on request. The State may audit the Contractor's security measures in effect on any such connected systems without notice. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.

8. **Termination**. This Contract will continue in full force and effect unless terminated according to the terms of this Contract. Either party may terminate this Contract at any time on 30 days prior written notice to the other party or in the event of any default by the other party, which the defaulting party fails to cure within 30 days after written notice. Either party also may terminated this Contract upon any sale of a majority interest in the other party to a third party or if a receiver, liquidator, trustee, or like official is appointed for the other party or any substantial portion of its property. Additionally, either party may terminate this Contract if the other party files or consents to any petition in bankruptcy or other insolvency proceedings or makes any assignment for the benefit of its creditors. Termination of this Contract will not extinguish any of the rights and obligations of a party under this Contract that, by the terms of that right or obligation, continue after the date of termination. And no termination will extinguish any of the rights or obligations that, by their very nature, must continue after termination to give full effect to the purpose of those rights and obligations. Termination of this Contract will not entitle the State to any refund of any License or Support Fee, nor will it extinguish any license or price-hold the State has acquired in any Software before the date of termination, except as provided in the next paragraph.

   With or without terminating this Contract in accordance with the paragraph above, on 30 days prior written notice to the State, the Contractor may terminate any license in any Software granted to the State under this Contract. But the Contractor may do so only if the State materially breaches any terms of this Contract with respect to the license or licenses the Contractor seeks to terminate. Such termination notice will be effective 30 days after the State receives

it, provided that the State does not cure its breach of this Contract within those 30 days. All Software licenses not affected by the State's breach will remain in place and unaffected by the termination. Any such termination will be in addition to any other remedies the Contractor may have under this Contract for the State's breach.

PART IV: WARRANTIES, LIABILITIES, AND REMEDIES

1. **Warranties**. The Contractor warrants for one year from the Start Date that the Software will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation. The Contractor also warrants that the Software will be merchantable and fit for the particular purpose for which the State acquired it**.** Moreover, the Contractor warrants that the Software will be free of viruses at the time of its delivery under this Contract. Additionally, the Contractor warrants that all media on which the Software is delivered to the State will be free from defects for one year after delivery to the State.

2. **Warranty Exclusions.** The Contractor's warranties with respect to the Software's performance in accordance with its Documentation, its fitness, and its merchantability do not cover any error caused by any change to the Software made by any party other than the Contractor and not at the Contractor's request or otherwise in accordance with this Contract or the Software's Documentation. It also does not cover damage to the Software caused by accident, neglect, or misuse of the Software by any party other than the Contractor or anyone else acting on the Contractor's behalf. Further, the State's use of the Software in an operating environment or in conjunction with a hardware platform that does not meet the Contractor's minimum specifications, as set out in the applicable Schedule or Documentation, may result in errors or failures that are outside the scope of the Contractor's warranty. Additionally, use of the Software in combination with other software, hardware, firmware, data, or technology not licensed or approved by the Contractor in writing may cause failures that also are outside the scope of the Contractor's warranty, provided that the Software is not designed or intended for use with such items.

   THE EXPRESS WARRANTIES IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. **Remedies.** The Contractor's entire liability and the State's sole remedy for any breach of the above media warranty is limited to requiring the Contractor to replace the defective media expeditiously and without charge to the State. Furthermore, the Contractor's entire liability and the State's sole remedy for any breach of the above warranties of fitness, merchantability, and against defects in the Software will be limited to the Contractor expeditiously correcting the defect or issue and providing the State with a patch containing the correction. If within the times given below, the Contractor does not provide a replacement copy for defective media or Software containing a virus or fails to deliver a fix for a defect in the Software or a correction solving a fitness or merchantability issue, the Contractor must refund all License Fees paid by the State for the affected the Software. In the case of defective media or Software containing a virus, the Contractor will have 15 days after written notice to provide a replacement. In the case of other defects, merchantability issues, or fitness issues, the Contractor will have 30 days after written notice to deliver a correction that resolves the problem. Upon the Contractor's issuance of a refund, the State will return or destroy all copies of the Software and, upon the Contractor's request, certify in writing that it has done so.

   THE FOREGOING REMEDIES ARE THE STATE'S EXCLUSIVE REMEDIES FOR THE WARRANTIES PROVIDED ABOVE.

4. **Indemnity.** The Contractor will indemnify the State for all direct damages to the State caused by the negligence or willful misconduct of the Contractor. The Contractor also agrees to indemnify, defend, and hold the State harmless from and against all claims, liabilities, demands, losses, expenses (including by way of example only, court costs and experts' and attorneys' fees), and causes of action of every kind and character in favor of any third party caused or arising out the activities or performance of the Contractor or the Contractor's Personnel. The foregoing obligations do not apply to the extent caused by the State's actual negligence or willful misconduct. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.

5. **Infringement.** The Contractor will release, protect, indemnify, defend, and hold the State harmless from and against any claims of infringement by any third parties based on the Software, Source Code, or Documentation licensed under this Contract. Any defense of the State requires and is subject to the approval and consent of the Ohio

Attorney General and will be at the Contractor's sole cost and expense. Further, the Contractor will indemnify the State for any liability resulting from any such claims, demands, or suits, as well as hold the State harmless for the Contractor's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State has modified or misused the Software, Source Code, or Documentation, and the claim or the suit is based on the modification or misuse. The Contractor's obligation to hold the State harmless also will not apply if the claim, suit, liability, or damage arises out of the State's misuse of the Software, Source Code, or Documentation. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement or similar claim that is pending actually may succeed, the Contractor will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the State's business:

(a) Modify the offending Software, Source Code, or Documentation so that it is no longer infringing;
(b) Replace the offending Software, Source Code, or Documentation with an equivalent or better item;
(c) Acquire the right for the State to use the infringing Software, Source Code, or Documentation as it was intended for the State to use under this Contract; or
(d) Remove the infringing Software, Source Code, or Documentation and refund the amount the State paid for the Software and the amount of any other Software or item that requires the availability of the infringing Software, Source Code, or Documentation for it to be useful to the State.

6. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES. THIS EXCLUSION OF DAMAGES INCLUDES, BY WAY OF EXAMPLE ONLY, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NEITHER PARTY WILL BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF TWO TIMES THE TOTAL LICENSE AND SUPPORT FEES PAID UNDER THIS CONTRACT OR $_____, WHICHEVER IS GREATER. BUT THIS LIMITATION OF LIABILITY WILL NOT LIMIT THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE UNDER THE INDEMNITY AND INFRINGEMENT PROVISIONS OF THIS CONTRACT FOR DIRECT DAMAGES FROM THE CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY ALSO WILL NOT LIMIT THE CONTRACTOR'S OBLIGATIONS UNDER THE INDEMNITY AND INFRINGEMENT SECTIONS OF THIS CONTRACT FOR CLAIMS MADE AGAINST THE STATE FOR INFRINGEMENT OR FOR NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, REGARDLESS OF THE NATURE OF THE DAMAGES SOUGHT FOR ANY SUCH CLAIM. THIS LIMITATION OF LIABILITY WILL SURVIVE TERMINATION OF THIS CONTRACT.**

PART V: SOFTWARE SUPPORT

1. **Support.** Each Support Period will be one year in duration, with the first Support Period beginning on the [first anniversary of the] Start Date for the applicable license. Subsequent Support Periods will begin on each anniversary of the Start Date of the applicable license (the "Anniversary Date"). During each Support Period for which the State has paid the applicable Support Fee, the Contractor will provide the State with telephonic assistance and advice for using the Software. The Contractor also will provide remote troubleshooting and problem resolution by developing and providing fixes or patches for errors in the Software. As part of the annual Support that the Contractor provides in exchange for the applicable Support Fee, the Contractor also will deliver to the State all service packs for the Software, as well as all updates and new releases and versions of the Software. The annual Support Fee will be calculated as a percentage of the then current License Fee for the applicable Software license. The percentage used to calculate the Support Fee will be provided in the applicable Schedule governing the Software license. The manner in which the Contractor provides Support will be governed by the Contractor's policies and programs described in the applicable Software Documentation or other materials that the Contractor uses to notify its customers generally of such policies. But regardless of the Contractor's policies and programs, unless otherwise agreed in the applicable Schedule, in all cases such Support must comply with the requirements of this Contract. And the Contractor must provide the Support in a competent, professional, and timely manner.

2. **Minimum Availability.** Support for any Software licensed under this Contract must be available for a minimum of seven years from the Start Date of the license. Thereafter, for so long as the Contractor makes Support available to other customers, the State will be entitled to participate in that Support under the terms of this Contract and in exchange for the Support Fee identified in the applicable Schedule.

3. **Reductions.** The State may acquire licenses that are based on the number of users, nodes, computers, processors, instances of the Software or other counts of objects covered by a license ("Objects"). In any such cases, the State may request that the Support Fees for a Support Period be calculated based on fewer Objects than included in the previous Support Period, with an appropriate adjustment in the applicable Support Fee. But patches, services packs, updates, and new versions or releases of the Software made available to the State under this Contract for such Software may be applied only to the number of Objects included in the then current Support Period. Nevertheless, the State may continue using any version of the Software that is available at the time Support was reduced on or for the unsupported Objects, provided that such is physically possible based on the Software's configuration. In any case where supported and unsupported Objects cannot be treated separately (e.g., a single server license supporting multiple concurrent connection), the State must limit its use of the Software to the supported number of Objects to take advantage of its reduction rights under this section.

4. **Lapse and Reinstatement.** If the State opts to not renew Support for some or all of the Software licensed by the State under this Contract, the State may subsequently purchase Support for such Software. But it may do so only if the Contractor continues to make it generally available to its customers when the State makes the decision to reacquire Support. Further, any such Support will require, in addition to the Support Fee for the then current Support Period, the payment of the immediately preceding year's Support Fees for that Software, or the applicable instances of it. Notwithstanding anything to the contrary in this Contract, no interest will be due on the Support Fees for the past Support Periods. In conjunction with the reinstatement of Support, the State will be entitled to any patches, service packs, upgrades, and new releases, and versions of the Software issued during the unsupported interval.

5. **Support Parameters.** The State may initiate Support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Contractor must maintain lines of communication that support all four forms of communication. The Contractor must make Support available from at least 7:00 AM to 6:00 PM in each time zone where the Contractor maintains a Support center, and it must do so by staffing its Support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Contractor must maintain at least one Support center in North America with adequate English-speaking Support personnel. Support must be available during the business hours identified above from at least Monday through Friday throughout the Support Period, except for customary holidays. Further, subject to the State's obligation to pay the applicable Support Fees, the Contractor must support both the most recent major release of the Software as well as the immediately preceding major release of Software. The State's technical staff may contact any Support center that the Contractor maintains, and they may choose to do so based on convenience, proximity, service hours, languages spoken, or otherwise.

6. **Incident Classification.** The Contractor must classify and respond to Support calls by the underlying problem's effect on the State. In this regard, the Contractor may classify the underlying problem as critical, urgent, or routine. The guidelines for determining the severity of a problem and the appropriate classification of, and response to, it are described below.

   The Contractor must designate a problem as "critical" if the Software is functionally inoperable, the problem prevents the Software from being used in production mode or there is significant potential for data integrity problems. This classification assumes there is no existing patch for the problem. The Contractor must classify a problem as "urgent" if the underlying problem significantly degrades the performance of the Software or materially restricts the State's use of the Software in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Software to freeze, locks up the computer on which the Software is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that the State still can conduct business with the Software. As with the critical classification, the urgent classification assumes there is no existing patch or acceptable workaround procedure for the problem. Finally, the Contractor may classify a Support call as "routine" if the underlying problem is a question on end use or configuration of the Software. It also may be classified as routine when the problem does not materially restrict the State's use of the Software in its production environment, such as when a feature or combination of features generates minor or rare errors. Also, if

any problem that otherwise should be classified as critical or urgent can be solved either by a known workaround or an existing patch, the problem may be treated as routine.

The Contractor must apply the above classifications in good faith to each call for Support, and the Contractor must give due consideration to any request by the State to reclassify a problem, taking into account the State's unique business and technical environments and any special needs it may have.

7. **Incident Response.** The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Contractor must assign Support or development personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's expeditious resolution. The work plan must assume that the Contractor's appropriate staff will work without material interruption until the problem is resolved properly. The Contractor's personnel must maintain daily contact with the State's technical staff to keep the State abreast of efforts being made to solve the problem. The Contractor also must provide the State's technical staff with direct access to the Contractor's Support personnel and product development personnel, if appropriate, who are assigned to the problem. If the resolution of the problem requires a patch, the Contractor will ship the patch electronically as soon as the patch is available.

   The Contractor must respond to urgent problems by having its product development and Support personnel work in concert to develop a fix or a workaround. The Contractor's Support personnel must maintain regular contact with the State to keep its technical staff abreast of progress toward a resolution of the problem. The Contractor's Support staff must include the problem in regular status reports to the Contractor's management team. And the Contractor's Support staff must provide the Software patch or workaround procedure as soon as it is available.

   The Contractor must respond to routine problems by providing the State with a patch or workaround on a priority basis if the problem is one for which an existing patch or workaround already exists. For newly identified problems falling into this classification, the Contractor's Support personnel must generate a problem report, and the appropriate development or Support personnel then must prioritize the problem in relation to other outstanding product issues. The assigned priority then will govern the problem solving or developmental work needed to address the problem and the schedule for delivering a solution. For routine calls that involve end usage and configuration issues rather than bugs or other technical problems, the Contractor's first or second level Support personnel must provide the State's technical staff with telephonic assistance on a non-priority basis.

8. **Response Times.** The maximum time that the Contractor takes to respond initially to a Support request may vary based upon the classification of the request. During normal hours of operation for the Contractor's Support function, the Contractor's response time for a critical Support request will be less than one hour. The Contractor's response time for an urgent request must be less than two hours during operating hours. And the Contractor's response time for a routine Support request must be less than four hours during normal operating hours.

9. **Escalation Process.** Any Support call that is not resolved must be escalated to the Contractor's management under the following parameters. Unresolved problems that are classified as critical must be escalated to the Contractor's Support manager within four hours and to the director level after one day. If a critical problem is not resolved within three days, it must escalate to the corporate officer level and then to the CEO level after five days. The Contractor's Support staff will escalate unresolved urgent problems to its Support manager within three days, to the director level after seven days, and to the corporate officer level after 14 days.

10. **State Obligations.** To facilitate the Contractor meeting its Support obligations, the State must provide the Contractor with the information reasonably necessary to determine the proper classification of the underlying problem. It also must assist the Contractor as reasonably necessary for the Contractor's Support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Contractor's tracking of Support calls and the resolution of Support issues, the State must make a reasonable effort to use any ticket or incident number that the Contractor assigns to a particular incident in each communication with the Contractor. The State also must install and implement the most recently available Software updates, including service packs and patches, if the Contractor reasonably believes it to be necessary to achieve a satisfactory resolution of a problem.

11. **Limitations.** The Contractor is not responsible for the resolution of problems caused by the State's use of the Software on hardware that does not meet the minimum specifications set out in the Software's Documentation. The

Contractor also is not responsible for resolving problems caused by third party software not approved by the Contractor for use with the Software. Additionally, the Contractor need not resolve problems caused by unauthorized modifications to the Software.

12. **Updates.** The Contractor must make all Software updates and service packs, as well as new releases and new versions of it, available to the State at no additional charge and as part of its Software Support. The Contractor will notify the State of the availability of any Software updates and new versions and releases on at least a quarterly basis. The Contractor may post patches and updates on the Internet rather than delivering them to the State on physical media. The Contractor must provide Support, including upgrades, service packs, new releases, and new versions, as appropriate, to keep current with changes in the operating systems and critical applications with which the Software is designed to run for a minimum of seven years from the date the Software is licensed to the State. For purposes of the last sentence, a "critical application" is any computer program that the Software is specifically designed to work in conjunction with. An example would be Software that requires an Oracle database engine to function. The Oracle database engine would be a critical application for that Software.

13. **Follow-on Software.** If the Contractor stops supporting or upgrading any Software but then offers or later releases another product that performs substantially similar functions, the State will be entitled to convert its license for the unsupported Software to a license in the new Software. Any such conversion will be without charge to the State, provided only that the State has paid all applicable Support Fees for the unsupported Software since first acquiring it through the time when the Contractor terminated Support.

14. **Functionality Migration.** If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (ii) the New Software is available for the same operating system or technical environment as the Original Software. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.

15. **Support Location.** For each Schedule under this Contract, the Contractor must disclose the location(s) where it will perform all Support, the location(s) where any State data applicable to this Contract will be maintained or made available, and the principal place of business for the Contractor and all its subcontractors that may perform Support under this Contract. While performing under this Contract, the Contractor may not change the location(s) where Support is performed or change the location(s) where it maintains or makes the State's data available to a location outside the country of the original location(s) without prior, written approval of the State, which the State is not obligated to provide. Further, each of the Contractor's subcontractors that perform Support under this Contract must agree in writing to and be bound by this and all other provisions of this Contract that inure to the benefit of the State.

PART VI: CONSTRUCTION

1. **Entire Document.** This Contract will apply to all Software that the State acquires from the Contractor during the term of this Contract, unless the parties expressly agree otherwise in a written document signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the Schedules and Addenda entered into under it, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written.

2. **Additional Documents.** All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.

3. **Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

4. **Amendments.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.

5. **Waiver.** 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 construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.

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

7. **Plain Meaning.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

8. **Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

9. **Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above, unless that party has notified the other party, in accordance with the provisions of this section, of a new mailing address for notices.

10. **Continuing Obligations.** To the extent necessary to carry out their purpose, the terms of this Contract will survive the termination of this Contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, and the grant of Software licenses. Additional provisions include the Support obligations for existing licenses, and the Pricing section with respect to related Software licenses and caps on increases in Support for existing licenses.

11. **Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

PART VII: LAW AND COURTS

1. **Compliance with Law.** The parties will comply with all applicable federal, state, and local laws in all endeavors under this Contract.

2. **Export Restrictions.** The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

3. **UCITA.** The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.

4. **Injunctive Relief.** Nothing in this Contract is intended to limit either party's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

5. **Governing Law.** The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

PART VIII: MISCELLANEOUS

1. **Conflict of Interest.** No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any 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. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that the person's participation in any such action would not be contrary to the public interest.

2. **Assignment.** Neither party may assign this Contract without the prior, written consent of the other party, which the other party will not withhold unreasonably. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor's rights and obligations under this Contract.

3. **Independent Status.** Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.

4. **Employees.** All Contractor Personnel are employees or contractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of the subject matter of this Contract or work performed under this Contract. The Contractor must pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend, and hold the State harmless from and against all claims, losses, liability, demands, fines, and expenses (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime and regular part-time employees of the State. Notwithstanding the foregoing, any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.

5. **Publicity.** The Contractor will not advertise or publicize that it is doing business with the State or use this Contract as a marketing or sales tool, unless otherwise agreed to in writing by the State.

6. **Cancellation.** The State may cancel this Contract without cause and on 30 days written notice or at any time if the General Assembly or any other funding source fails to continue funding. But in the case of any license of Software entered before the effective date of the cancellation, the State will have the right to continue such license after termination on the terms contained in this Contract.

7. **Deliveries.** All deliveries will be F.O.B. destination.

8. **EEO.** The Contractor must comply with all Ohio laws, rules, and Executive Orders of the Governor of Ohio regarding equal employment opportunity, including Ohio Revised Code Section 125.111.

9. **Drug Free Workplace.** The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.

10. **Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this

Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

11. **Travel Expenses.** Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1-02 of the Ohio Administrative Code.

12. **Order of Priority.** If there is any inconsistency or conflict between this Contract and any provision of anything incorporated by reference, this Contract will prevail.

13. **Record Keeping**. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. And the Contractor will keep all related records and documents at its principal place of business.

14. **Audits.** During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract.

    If any audit reveals any misrepresentation or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

15. **Ohio Revised Code Section 9.24.** Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

16. **Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

17. **Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates appearing below.

FOR THE CONTRACTOR:	**FOR STATE OF OHIO** **DEPARTMENT OF ADMINISTRATIVE SERVICES**
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

SUPPLEMENT ONE - W-9 DOCUMENT

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SUPPLEMENT TWO - SYSTEM REQUIREMENTS DOCUMENT (SRD)

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1 OVERVIEW & PURPOSE

The purpose of this System Requirements Document (SRD) is to detail the expected functionality of a commercially available Document Composition System. BWC wishes to purchase this system to support external customer communications specifically to develop, refine and maintain agency correspondence for injured workers, providers and employers. This purchase will be replacing/modernizing BWC's current correspondence software solution. The replacement will integrate with existing BWC processes and applications.

The software must include two main functions and three optional functions. The two main functions are as follows:

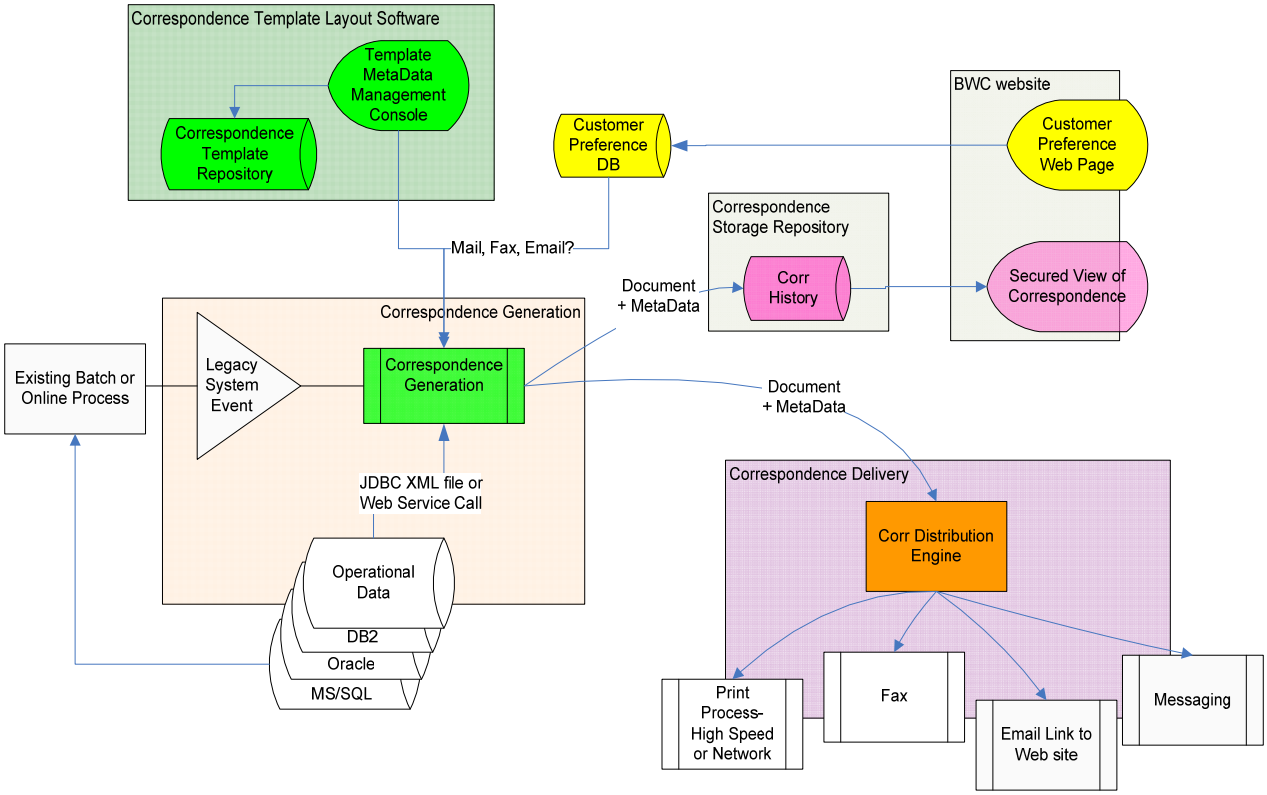
> Correspondence Template Layout – Allow business subject matter experts to build correspondence templates. Correspondence template software must meet typical desktop publishing standards.
>
> Correspondence Generation – Merge BWC data with correspondence templates to produce an electronic correspondence letter.

The three optional functions are as follows:

> Optional Customer Preference Database – Allow customers to enter, edit and select various methods to have correspondence delivered.
>
> Optional Correspondence Storage Software – Store the electronic correspondence letters by keyword for BWC reference.
>
> Optional Correspondence delivery – Deliver the generated electronic correspondence letter to the customer via print, fax, email, etc…

1.1 BWC's Conceptual Vision of the Document Composition Software Solution

The conceptual diagram below illustrates BWC's general vision of a Document Composition System solution. Green objects represent the mandatory components of this RFP. White objects represent pre-existing BWC components. The yellow, pink, and orange objects are optional products/functions that may or may not be purchased by BWC. The optional components may be addressed by third party tools. The various functional areas are described in more detail below.



2 GENERAL REQUIREMENTS

The proposed Document Composition System must meet the following General Requirements, which are also mandatory requirements for the solution.

1.	The proposed solution must be a commercially available software package. (Mandatory)
2.	The proposed solution must include complete usage and installation documentation. (Mandatory)

3 CORRESPONDENCE TEMPLATE LAYOUT

BWC's goal is to empower business subject matter experts (Communications Division) by providing them the ability to maintain and manage correspondence template and boilerplate text without having to rely on IT staff. To this effect the desired software for template generation should possess intuitive features similar in functionality and ease of use to Microsoft Office Word® or Adobe InDesign® as well as typical desktop publishing features including:

1.	The proposed solution must allow the manipulation of data; mathematical formulas/calculations and graphic representations of data.
2.	The proposed solution must use non-proprietary (e.g. xml) or common, (e.g. MS Word) formats for template storage.
3.	Existing competencies include Adobe InDesign and MS Word. The proposed solution must leverage this competency.
4.	The proposed solution must offer processes or products to manage template work flow, including test/production migration and management signoff.
5.	The proposed solution must include version control functionality or processes, such as: Change history, version recovery and promotion of template designs. The functionality can be resident in the tool or in an integrated third-party version control tool (for example store historical versions of the BWC logo).
6.	The proposed solution must store delivery methods, retention cycles, priority, purpose, creator, etc. in template metadata.
7.	The proposed solution must allow search of templates directly or via metadata.
8.	The proposed solution for the client must use a graphical user interface (What you see is what you get).
9.	The proposed solution must allow an end user to build a template for automatic correspondence generation. (Mandatory)
10.	The proposed solution must run on Windows operating systems. (Mandatory)
11.	The proposed solution must interoperate with Windows 2003 or 2008 Active Directory for the purpose of user authentication. (Mandatory)
12.	The proposed solution must support variable template fields. These would be populated by a Correspondence Generation process. Examples must include: Text fields, dates, numbers, calculations (number and date), and charting graphs. (Mandatory)
13.	The proposed solution must provide desktop publishing features, including but not limited to: full color and gray scale, wide ranges of fonts, inclusion of graphics, underscore, bold, italic and use of predefined letterhead. (Mandatory)

4 CORRESPONDENCE GENERATION

BWC assumes this to be a server resident product/process whose function is to merge BWC data with templates created in the Correspondence Template Definition Software (Section 3 Correspondence Template Definition). BWC's desire is to follow an event-driven architecture where events in backend systems cause correspondence documents to be generated in real time, however some correspondence processes will be traditional batch processing. BWC data can be either supplied in an event or via BWC consuming Contractor supplied Web services (that produce correspondence). Other schemes might include data directly sourced from one of BWC's backend RDBMS via JDBC or similar middleware or flat file input.

1.	Proposed solution must have the ability to consume Web services to gather data for integration into the templates.
2.	Proposed solution must have the ability to accept data in XML format for integration into the templates.
3.	Proposed solution must have the ability to query a database directly via JDBC, ODBC or ADO.net for integration into the templates.
4.	Proposed solution supports event based processing, meaning the correspondence generation process can be called by a Web service or component (with template and variable data as inputs) to produce a correspondence document.
5.	Proposed solution must have the ability to generate electronic documents in a PDF/A format that can be stored as a static legal copy of what was originally printed.
6.	Proposed solution must generate electronic documents in an XML intermediate format that must be reconstituted to produce a complete document.
7.	Proposed solution must generate electronic documents to include metadata such as print date, expiration data, index keywords, template used etc.
8.	Proposed solution must generate electronic documents to include metadata from the base template such as intended delivery methods, retention period, priority, purpose, creator, etc.
9.	Proposed solution must modify its output based on customer preference data.

5 OPTIONAL - CORRESPONDENCE DISTRIBUTION

BWC would like to deliver correspondence to its customers by means of their preference. Delivery could include print (postal mail), RSS, fax, e-mail, notifications/Web retrieval, and/or bulk transfer (FTP, DVD, etc.). Correspondence delivery options would depend on the template's design or other outside indicators (see Section 7 Customer Preference Databases). Therefore, as an option, BWC desires the software products to support correspondence delivery through one or more of the channels mentioned in the first sentence of this paragraph. BWC prefers the correspondence metadata to identify when and how delivery was attempted. The product must have the ability to set and enforce Generally Accepted Recordkeeping Principles (GARP) regarding data retention policies. Specifically, the system must include a recordkeeping methodology that will guarantee the authenticity, integrity and reliability of information generated or managed within the system. Integrity of a record is directly related to the ability to prove that a record is authentic and unaltered. Authenticity requires proof that a document comes from the person, organization, or other legal entity claiming to be its author or authorizing authority.

BWC desires the ability to support real time publishing of e-mail or Fax delivery of correspondence or to publish a document in a Web service for consumption by downstream processes. BWC currently uses the Captaris RightFax as their fax distribution system and Microsoft Exchange as their mail server as well as Microsoft .net and Software AG's webMethods to support the web service layer.

BWC also has a need to "cc" same letter to other parties as well as send the same documents to both individuals and groups. (Correspondence going to individual customers as well as a single organization representing a collection of these same customers).

6 OPTIONAL - CORRESPONDENCE STORAGE

BWC has an operational and legal need to store all output correspondence in an easily retrievable fashion (document metadata or similar indexing). Ideally this records management system (RM) would be available for use by our externally facing Web site to allow secure customer self service to their documents. BWC desires this product to have the ability to set and enforce data retention policies to support state mandates. While the product at a minimum must support the output format of the Correspondence Generation processes (Section 4 Correspondence Generation), BWC is interested in using the product as a more general records management solution, including allowing the storage of documents not produced by the above correspondence engine.

BWC would store up to 800,000 documents per month with a retention cycle between six months and 20 years. BWC would supply all SAN/NAS storage as well as servers as described elsewhere in this RFP.

The correspondence storage solution may be developed in-house at BWC, or supplied by the Contractor proposed as an optional component.

7 OPTIONAL - CUSTOMER PREFERENCE DATABASE

BWC see a customer service opportunity to allow customers to chose the manner in which BWC communicates with them. For BWC to realize this vision, BWC requires a customer preference database with which to allow self service customer relationships management. Currently BWC leverages a combination of home grown and Microsoft technologies to manage web site customer data. BWC's solution is limited to site authentication, authorization, profile, and contact information. Any solution provided through this RFP would additionally need to capture details on customer type/role, physical, mailing, fax and internet addresses as well as delivery options for various types of correspondence.

BWC would prefer a DB2 or SQL Server database that is capable of storing at least 40,000 but up to 1M entries and integrate with BWC's AD security scheme for internal users and supply a secure solution for external customers. BWC would supply all database storage as well as servers as described elsewhere in this RFP.

This is an optional requirement of this RFP and may be either built in-house by BWC or supplied by the Contractor proposed as an optional component.

8 TECHNICAL ENVIRONMENT REQUIREMENTS

This section describes BWC's current architecture as well as expectations of the proposed software. BWC expects the proposed software to be configurable and integrated with BWC's business processes and data sources as defined below.

BWC'S CLIENT CONFIGURATION

BWC's internal client PC's are strictly configured Dell Optiplex 745 or Latitude D810 PC's running Windows XP. For the purpose of this RFP BWC maintains on all of their client machines to this configuration, IE 7, MS Office 2007 Professional, and a custom written Visual Studio .net 2008 forms based application supporting workers' compensation claims processing.

The Communications staff in some cases, also uses Apple Macs for certain graphics packages.

BWC'S NETWORK AND SERVER CONFIGURATION

BWC hosts its own website, www.OhioBWC.com and is a Microsoft Premier Support shop. BWC operates an all IP based network utilizing a three-layer hierarchical design. The design allows BWC to eliminate single points of failure, manage bandwidth availability and characterize applications and protocol traffic. The core layer is completely redundant and operates at layer 3 (routing). The distribution layer is highly redundant and operates at layer 3 (routing). Open Shortest Path First (OSPF) is used in the internal network to manage redundant routes. The access layer of the network is selectively redundant and operates at layer 2 (switching).

BWC's data center supports over 500 physical and virtual servers, from single proc windows server 2003 through and IBM Z/OS Application/DB2 database server. For the purpose of this RFP, BWC prefers to support EMC VMWare ESX 3.5 running MS Windows Server 2008 on HP Proliant Blade Servers.

8.1 CLIENT SOFTWARE REQUIREMENTS

Any proposed PC resident software must run on Windows XP or preferably Windows XP and Mac OS X operating systems.

Any proposed Web-based clients must run on Windows Internet Explorer 7.

All proposed software must be in an active state of advancement and kept current with any supporting operating systems and software. All software, including plug-ins required for the applications to run, must be disclosed as part of the response to the RFP, and is subject to BWC approval. All client software must include complete implementation instructions and user manuals/help files.

8.2 NETWORK AND SERVER REQUIREMENTS

BWC expects the correspondence generation software is designed to run as a high availability solution on redundant, load balanced servers. The application must be compatible with one of the following server platforms:

- Microsoft Windows Server 2003/8;
- Red Hat Linux;
- Solaris

BWC will provide the servers to house the development, performance test, and production versions of the System. The servers will be located at BWC's data center in Columbus, Ohio. BWC prefers to implement on EMC VMWare ESX 3.5 running MS Windows Server 2008 on HP Proliant Blade Servers but, the offeror may specify different hardware and one of the above operating systems.

BWC requests the offerer specify hardware and additional software required to exceed a production benchmark peak of 40,000 pages generated per hour. Contractor's hardware requirements must include: CPU, data storage, memory and fault tolerance to support the above benchmark as well as recommendations for performance test and development server deployments.

Any software specified must support error handling with errors being returned to the calling program and event logging to the Event Viewer, or a proprietary database particularly when integrated with BWC's backend systems. All software includes complete implementation instructions and user manuals/help files. If the system requires the use of an integrated database it must be Microsoft SQL Server 2008 or IBM DB2 V8.

8.3 Scalability Requirements

BWC expects and requires the solution to allow for:

- up to 20 users to create templates
- production and management of thousands of templates, including version history and version control;
- Software has the capability to process 40,000 pages per hour from raw data to electronic output (based on similar examples as referenced in Supplement 3).

8.4 Backend Data Access and Application Integration Requirements

The offeror must demonstrate how its correspondence generation software will integrate with BWC backend databases using these technologies:

- BWC supplied web services custom built for this project;
- Direct database access (using ADP.net, JDBC and/or ODBC to directly connect to DBW v8, SQL Server 2008, and Oracle 10G);
- BWC's existing XML/Flat files.
- ADO.net;
- JDBC drivers to MS SQL 2008, Oracle 10G, or DB2 v8;
- or existing XML/flat files.

Additional application integration must occur within the claims processing application, that allows approximately 1000 BWC customer service representatives (CSR) to request, view, and modify certain types of correspondence. The CSR must be able to add either free form text or a selection of boiler plate sections within the application as a post production step. The offerer must show how their electronic documents can also be post processed from within a Windows forms application or from a web page to replace this current functionality.

8.5 Template, Correspondence and Print Formats Requirements

BWC prefers non-proprietary (e.g. xml) or common, (e.g. MS Word) formats for correspondence template definitions.

To best meet BWC's auditing and storage standards, the system must produce a final electronic correspondence letter in PDF/A to best ensure the document is unalterable after creation. However, other output formats may be acceptable if they can meet Generally Accepted Recordkeeping Principles

(GARP) definition of integrity of the document – Integrity of a record is directly related to the ability to prove that a record is authentic and unaltered.

The software must be at a minimum be able to route electronic correspondence letters to network attached Postscript printers but ideally to a variety of output formats. Additionally, BWC uses the State of Ohio's Department of Administrative Services printing center for high speed/high volume printing. Their preferred printing format is APF but can also print Postscript, PDF and other formats.

BWC expects the electronic correspondence to be storable on SAN storage technology.

8.6 Security Requirements

The system must provide for user access security through a username and password combination. The system must support the creation of sets of groups to which users will be a member. All major software features will be assignable either by group or individual user. BWC requires any security features integrate with Microsoft Active Directory directly or through LDAP.

The system must provide internal system and data security procedures designed to ensure confidentiality of data, when required, and to protect against computer viruses and other security threats, such as, hackers.

SUPPLEMENT THREE - CORRESPONDENCE ESTIMATION MATRIX AND EXAMPLE LETTERS

Supplement Three

This supplement illustrates BWC's correspondence types. It contains two sections: the Correspondence Estimation Matrix and 18 letters of varying levels of technical complexity of the 154 letters BWC produces from its proprietary claims management system: Version 3 (V3).

BWC also has four other proprietary systems from which it generates correspondence. This RFP and subsequent projects will not focus on improving these types of correspondence, although BWC plans to use the procedures set forth from this RFP purchase to update all system generated correspondence to the selected software.

The Correspondence Estimation Matrix documents all Version 3 generated letters and the system elements that comprise each letter. The elements that comprise each letter are listed below.

Data Field	Description
Title	Long name for specific correspondence
File name	Short name for specific correspondence
Attachment	Separate BWC form that attaches to specific correspondence
Text only body	A fixed format letter with user entered fields or variable except mailing address.
Free form text	A letter that allows a user enterable paragraph (currently populated from a custom VB.net Win-form application).
User selected text	A letter that offers a drop-down menu from which a user can select an appropriate message. (The list is available in BWC's custom VB.net Win form Application.)
User entered variable data inserts	A letter that allows a user to Inserts calculations for compensation rates or other variable data. (BWC's custom VB.net Win form Application collects the variables.)
System variable data inserts	The letter uses the correspondence system to query the backend database to supply variable data.
Inserts within inserts/ restrictions on inserts	The letter uses multiple user selection criteria
Letter triggered from other window besides new correspondence	Indicates a unique trigger for specific correspondence (Specifically pertaining to how BWC's custom VB.net WinForm application requests the creation of a letter)
System generated letter	Letter generated without intervention from a user. A letter that is generated on a schedule rather than from an event.
Special logic for correspondence	Indicates if unique code was written into a specific correspondence type

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
Notification of Injury/Claim Status Changes	CORR2						X			X	X	
C-63 Request for Additional Information	CORR3	C240		X	X						X	
(Additional Information Letter) Special cover letter for Heat, Sports, Out of State, and Witness Questionnaire	CORR4		X								X	
Sports Questionnaire	CORR4A	Corr4				X					X	
Heat Questionnaire	CORR4B		X								X	
Out of State questionnaire	CORR4C	Corr4	X								X	
Witness Letter	CORR4D	Corr4		X							X	X- Multiple witness we send to both.
Authorization Approval	CORR5			X		X	X		X		X	
Denial of Request for Authorization	CORR6			X	X	X			X		X	
BWC Order - Initial allowance	CORR8A			X		X	X	X	X		X	
BWC Order - Initial denial	CORR8B			X		X	X	X	X		X	
BWC Order - Subsequent allowance	CORR8C			X		X	X	X	X		X	
BWC Order - MMI Inserts	CORR8D			X		X	X	X	X		X	
BWC Order - Adjustments	CORR8E			X		X	X	X	X		X	
BWC Order - Miscellaneous	CORR8G			X		X	X	X	X		X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
BWC Order - Dispute Resolution	CORR8H			X		X	X	X	X		X	
Death Allowance Order	CORR8I			X		X	X	X	X		X	
Death Daniel Order	CORR8J			X		X	X	X	X		X	
BWC Order - Auto Adjudication	CORR8K	Cor109A					X			X		X
Death Contact - Widow	CORR9A						X		X		X	
Death Contact - Minor Child	CORR9B						X		X		X	
Death Contact - Child 18 and Older	CORR9C						X		X		X	
Claim reassignment Letter	CORR11		X							X	X	
Combine Letter	CORR15						X			X		
Decombine Letter	CORR15A						X			X		
IW authorization waiver for medical release	CORR20A						X				X	
Initial Notice of Entitlement to Temporary Total Disability - Due Process	CORR32		X							X	X	
Due Process Letter	CORR34			X	X	X			X		X	
Request for Wage Information	CORR35	C94A				X					X	
Request for Employment Services Benefit Information	CORR39		X								X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
Notice Honoring Family Support for Ongoing Awards	CORR41						X			X		
Notice to FSEA of Lump Sum Award Hold - Final	CORR42						X		X		X	
C84 Cover Letter	Corr44	C84 with system data	X								X	
C94A Cover Letter	Corr45	C94A with system data	X								X	
Notice to Child support Enforcement Agency For Release Of Lump Sum Award	Corr46						X			X		
Notice to Child support Agency for self Insured Claim	Corr47						X			X		
Ad Hoc Letters	Corr48					X					X	
Notification of Subsequent Request	Corr 50				X	X					X	
C9 Referral to Self-Insured Employer	Corr 50A				X	X					X	
Address Cover	CORR52										X	
Contact Letter for Annual Review of PTD	CORR53		X								X	
IW Initial / Final C92 Notice	CORR55			X			X		X		X	
IW Initial / Final 90 Day Notice	CORR56			X			X		X		X	
IW Initial / Final Extent of Disability (Phys) Notice	CORR57			X			X		X		X	
IW Initial / Final Loss of Use Notice	CORR58			X			X		X		X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
IW Initial / Final Loss of Vision Notice	CORR59			X			X		X		X	
IW Initial / Final Loss of Hearing Notice	CORR60			X			X		X		X	
IW Initial / Final Claim Compensability Notice	CORR61			X			X		X		X	
IW Initial / Final Additional Allowance (Phys) Notice	CORR62			X			X		X		X	
IW Independent Medical Examination Notice	CORR63			X			X		X		X	
IW Initial / Final Notice of Psychological Evaluation	CORR64			X			X		X		X	
IW Initial / Final Notice of Multidisciplinary Evaluation	CORR65			X			X		X		X	
IW Initial / Final Notice of Physical Capacities Evaluation	CORR66			X			X		X		X	
IW Initial / Final Notice of PMR Evaluation	CORR67			X			X		X		X	
IW Initial / Final Extent of Disability (Psych) Notice	CORR69			X			X		X		X	
IW Initial / Final Additional Allowance (Psych) Notice	CORR70			X			X		X		X	
BWC Dismissal Tentative Order	CORR73			X		X	X				X	
BWC Grant SI Tentative Order	CORR74			X		X	X	X	X		X	
BWC Grant State Fund Tentative Order	CORR75			X		X	X	X	X		X	
BWC Increase SI Tentative Order	CORR76			X		X	X	X	X		X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
BWC Increase State Fund Tentative Order	CORR77			X		X	X	X	X		X	
BWC Reinstatedment Tentative Order	CORR78			X		X	X	X	X		X	
BWC Suspension Tentative Order	CORR79			X		X	X	X	X		X	
1K Enrollment Notification	CORR80						X			X		
1K Termination Notification	CORR81		X							X		
Physician C92 Notice	CORR83	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician 90 Day Notice	CORR84	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Extent of Disability (Phys) Notice	CORR85	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Loss of Use Notice	CORR86	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Loss of Vision Notice	CORR87	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Loss of Hearing Notice	CORR88	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Claim Compensability Notice	CORR89	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Additional Allowance (Phys) Notice	CORR90	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Independent Medical Examination (IME) Notice	CORR91	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Notice of REH - Psych Evaluation	CORR92	Med Info, Rehab - Questionnaire		X			X		X		X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
Physician Notice of REH - Multidisciplinary Evaluation	CORR93	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Notice of REH - Physical Capacities Evaluation	CORR94	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Notice of REH-PMR Evaluation	CORR95	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Extent of Disability (Psych) Notice	CORR97	Med Info, Rehab - Questionnaire		X			X		X		X	
Physician Additional Allowance (Psych) Notice	CORR98	Med Info, Rehab – Questionnaire		X			X		X		X	
IC Referral Letter	CORR101			X		X		X			X	
ACT Solicitation	CORR102	Corr104, Info sheet, Return Env.	X								X	
Authorization Cover Letter	CORR103	Corr104, Info sheet, Return Env.	X								X	
Direct Deposit Authorization	CORR104						X				X	
ACT Rejection	CORR105		X								X	
ACT Confirmation	CORR106						X			X		
ACT Termination	CORR107	Corr104, Info sheet, Return Env.					X			X		
SF Injured Worker Initial Notification	Corr109		X				X			X		
SI Injured Worker Initial Notification	Corr110		X				X			X		
EMP Initial Notification	CORR111		X				X			X		

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
Employer Certification Request	CORR112	Claim Info Sheet		X	X						X	
FSEA No Claim for SSN Notification	CORR113	n/a					X			X		
Notice on Self-Insuring Employer Claims	CORR114					X					X	
Subrogation Assertion Letter	CORR115		X								X	
Employer Notice of Successful Subrogation	CORR116					X					X	
Subrogation Settlement Letter	CORR117					X					X	
Subrogation Update Letter	CORR118					X	X				X	
Overpayment Reduction Notice	CORR119			X		X					X	
Notice of Referral to the MCO	CORR120			X		X	X				X	
WL - Notice of Expectations NWWL	Corr124	C141	X								X	X - user enters number of C141 to print with letter
WL - Notice of Expectations WWL	Corr128	C94A	X								X	X - user enters number of C94A to print with letter
WL - Suspension of Application	Corr131	C140					X				X	
WL - Incomplete C-140	Corr132					X					X	
Generic ID Card	Corr133						X				X	
DWRF Annual Process Letter	Corr134						X			X		

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
EBT Solicitation Letter	Corr138	Corr139	X							X	X	
EBT Enrollment Application	Corr139						X			X	X	
DWRF Order	Corr141			X		X	X	X			X	
DWRF 13 Request for additional Information	Corr142			X							X	
DWRF 9 Request For Additional Info from SI Employer	Corr143			X							X	
Generic ID Card - MCO Changed	Corr144						X			X		
Notice of Expiration of WL Benefits	Corr145		X						X		X	
Notice of Expiration of LMWL Benefits	Corr146		X						X		X	
Cover Letter for MMI Fact Sheet - Injured Worker has been declared MMI	Corr147		X							X		
Notice of potential MMI after Independent Medical Examination	Corr148		X							X		
Dolphin Security Letter	Corr149						X			X		
Notice Of Address Change/Old(Dolphin)	Corr150						X			X		
Notice Of Address Change/Old(version3)	Corr152						X			X		
LSS-Approval	CORR158					X	X		X		X	
LSS-Disapproval	CORR159			X	X				X		X	

Title	Filename	Attach	Text only body	Free form text	User selected text Only inserts	User entered variable data inserts	System variable data inserts	Inserts within inserts/ restriction on inserts	Letter triggered from other window besides new corresp-ondence	System generated letter	User generated letter	Special logic for corresp-ondence
LSS-Withdrawn	CORR160			X		X			X		X	
Notice of Expiration of WL Benefits - SB7	CORR162				X				X		X	
Notice of Child Support Agency for Hold - Initial	CORR163						X				X	
Notice to Attorney of Lump Sum Payment	CORR164						X		X		X	
Employer Copy of AA Allowance Order	CORR170						X			X		X
LSS Proactive Settlement Letter	CORR172	C-240			X						X	
WL - Updated Restrictions Notice	CORR173	C-140					X				X	
General Suspension Letter	CORR174					X		X	X		X	
TT Reinstatement Letter	CORR175					X			X		X	
TT Suspended Letter	CORR176					X			X		X	
ACT Notice of Payment Inactivity	CORR177						X			X		

Example Letters

1. 90 Day Exam Injured Worker Notice (CORR56)
2. BWC Order – Additional Allowance Wages Compensation (CORR8C)
3. BWC Order – Initial Allowance (CORR8A)
4. BWC Order – TT Termination – MMI (CORR8D)
5. C92 Injured Worker Exam Notice (CORR55)
6. C-63 Request for Additional Information (CORR3)
7. C-84 Cover Letter (CORR44)
8. C-94A Cover Letter (CORR45)
9. CORR2
10. CORR15
11. CORR34
12. CORR133
13. CORR150
14. LSS Approval (CORR158)
15. Physician Notice for Additional Allowance Exam – Physical (CORR90)
16. Physician Notice for Extent of Disability Examination – Physical (CORR85)
17. Physician Notice of 90 Day Examination (CORR84)
18. Referral to MCO (CORR120)

BWC LETTERHEAD

(Project Use Only - Corr84)

PHYSICIAN NOTICE OF 90 DAY EXAMINATION

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Dear Provider:

The Ohio Bureau of Workers' Compensation (BWC) requests you examine the injured worker named below.

Injured worker: **PETER M PAUL SR**

Claim number:	**94-350541**	Employer's name:	**MARTING B FLORA**
Injury date:	**08/01/1994**	Policy number:	**1016696**
Claim type:	**Medical Only**	Employer status:	**No coverage**

This examination/evaluation is to provide additional objective medical information for the reason stated below.

The injured worker has received 90 consecutive days of temporary total disability compensation.

Please address the questions specifically as asked below.

<< 5 lines of Free form text >>

The injured worker is scheduled for the following date and time:

Appointment day: **Monday**
Appointment date: **02/02/2007**
Appointment time: **01:00 AM**

The injury(s)/ICD code(s) allowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) alleged in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are not payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) alleged in the claim that are pending are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) disallowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

I have enclosed copies of pertinent information for your review.

Please use a narrative format when reporting your findings to BWC. The narrative should contain history, examination, discussion/conclusions, recommendations (include supporting rationale for the specific questions addressed), signature and date. Should a diagnostic procedure be necessary to clarify the findings of this exam, please call me for approval at the number at the bottom of this letter.

In addition, please send me your report and proper billing form no later than 14 days after the examination. Reimbursement is subject to BWC's maximum allowable payment. BWC cannot take action on the issues relevant to this examination/evaluation until I receive the report and billing information.

Below are addresses of the interested parties if you need to send them notice of this exam.

Injured Worker Name: **I.W. NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Injured Worker Rep: **I.W. REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Name: **EMP NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Rep: **EMP REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

If the injured worker does not appear, requests to reschedule this appointment or cancels it, please complete the information below and fax it immediately to the identified BWC customer service office listed at the bottom of this letter. Please do not automatically reschedule this exam; BWC will contact the injured worker.

( ) Injured worker failed to appear for the independent medical exam.

( ) Injured worker requested to reschedule/canceled the independent medical exam / /20

Signature _____ Date _____

If you have any questions, please contact me at the number below.

Sincerely,

REQUESTOR
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

BWC LETTERHEAD

(Project Use Only - Corr85)

PHYSICIAN NOTICE FOR EXTENT OF DISABILITY EXAMINATION (PHYSICAL)

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Dear Provider:

The Ohio Bureau of Workers' Compensation (BWC) requests you examine the injured worker named below.

Injured worker:	**PETER M PAUL SR**		
Claim number:	**94-350541**	Employer's name:	**MARTING B FLORA**
Injury date:	**08/01/1994**	Policy number:	**1016696**
Claim type:	**Medical Only**	Employer status:	**No coverage**

This examination/evaluation is to provide additional objective medical information for the reason stated below.

The injured worker's extent of physical disability and the medical necessity and appropriateness of current treatment and/or potential to return to work require your opinion.

Please address the questions specifically as asked below.

<< 40 lines of Free form text >>

The injured worker is scheduled for the following date and time:

Appointment day: **Monday**
Appointment date: **02/02/2007**
Appointment time: **01:00 AM**

The injury(s)/ICD code(s) allowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) alleged in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are not payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) alleged in the claim that are pending are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) disallowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

I have enclosed copies of pertinent information for your review.

Please use a narrative format when reporting your findings to BWC. The narrative should contain history, examination, discussion/conclusions, recommendations (include supporting rationale for the specific questions addressed), signature and date. Should a diagnostic procedure be necessary to clarify the findings of this exam, please call me for approval at the number at the bottom of this letter.

In addition, please send me your report and proper billing form no later than 14 days after the examination. Reimbursement is subject to BWC's maximum allowable payment. BWC cannot take action on the issues relevant to this examination/evaluation until I receive the report and billing information.

Below are addresses of the interested parties if you need to send them notice of this exam.

Injured Worker Name: **I.W. NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Injured Worker Rep: **I.W. REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Name: **EMP NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Rep: **EMP REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

If the injured worker does not appear, requests to reschedule this appointment or cancels it, please complete the information below and fax it immediately to the identified BWC customer service office listed at the bottom of this letter. Please do not automatically reschedule this exam; BWC will contact the injured worker.

( ) Injured worker failed to appear for the independent medical exam.

( ) Injured worker requested to reschedule/canceled the independent medical exam / /20

Signature _____ Date _____

If you have any questions, please contact me at the number below.

Sincerely,

REQUESTOR
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

BWC LETTERHEAD

(Project Use Only - Corr90)

PHYSICIAN NOTICE FOR ADDITIONAL ALLOWANCE (PHYS) EXAMINATION

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Dear Provider:

The Ohio Bureau of Workers' Compensation (BWC) requests you examine the injured worker named below.

Injured worker: **PETER M PAUL SR**

Claim number:	**94-350541**	Employer's name:	**MARTING B FLORA**
Injury date:	**08/01/1994**	Policy number:	**1016696**
Claim type:	**Medical Only**	Employer status:	**No coverage**

This examination/evaluation is to provide additional objective medical information for the reason stated below.

The injured worker has filed an application for an additional medical allowance.

Please address the questions stated below.

1. Does the medical evidence submitted support the existence of the requested additional condition(s)?

2. What is the normal onset for this type of condition(s)?

3. What treatment is reasonable for this type of condition(s)?

4. What is the normal recovery period for this type of condition(s)?

5. Is the requested condition(s) a direct and proximate result of the industrial injury?

<< 5 lines of Free form text >>

The injured worker is scheduled for the following date and time:

Appointment day: **Monday**
Appointment date: **02/02/2007**
Appointment time: **01:00 AM**

The injury(s)/ICD code(s) allowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) alleged in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are not payable are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The substantial aggravation injury(s)/ICD code(s) alleged in the claim that are pending are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

The injury(s)/ICD code(s) disallowed in the claim are:

ICD	Description	Body location	Part of body
<XXX.XX>	**<Narrative Description>**	**<Body Location>**	**<Part of Body>**

I have enclosed copies of pertinent information for your review.

Please use a narrative format when reporting your findings to BWC. The narrative should contain history, examination, discussion/conclusions, recommendations (include supporting rationale for the specific questions addressed), signature and date. Should a diagnostic procedure be necessary to clarify the findings of this exam, please call me for approval at the number at the bottom of this letter.

In addition, please send me your report and proper billing form no later than 14 days after the examination. Reimbursement is subject to BWC's maximum allowable payment. BWC cannot take action on the issues relevant to this examination/evaluation until I receive the report and billing information.

Below are addresses of the interested parties if you need to send them notice of this exam.

Injured Worker Name: **I.W. NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Injured Worker Rep: **I.W. REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Name: **EMP NAME**
ADDRESS
CITY STATE ZIP
TELEPHONE

Employer Rep: **EMP REP**
ADDRESS
CITY STATE ZIP
TELEPHONE

If the injured worker does not appear, requests to reschedule this appointment or cancels it, please complete the information below and fax it immediately to the identified BWC customer service office listed at the bottom of this letter. Please do not automatically reschedule this exam; BWC will contact the injured worker.

( ) Injured worker failed to appear for the independent medical exam.

( ) Injured worker requested to reschedule/canceled the independent medical exam / /20

Signature _____ Date _____

If you have any questions, please contact me at the number below.

Sincerely,

REQUESTOR
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

BWC LETTERHEAD

(Project Use Only – Corr158)

LSS Approval

PETER M PAUL SR **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **PETER M PAUL SR**
Claim number: **94-350541**
Injury date: **08/01/1994**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Employer status: **No coverage**

The following claims are affected by this settlement agreement:
<< Free Form Text>>

Dear Injured Worker and Employer:

This order informs you of BWC's decision regarding your Settlement Agreement and Application for Approval of Settlement Agreement (C-240), and any Amended Settlement Agreement (C-241) subsequently filed in the above-referenced claim(s). After careful review and negotiation, all parties have agreed to a settlement. You will find the details of the agreement outlined below. If you change your mind about the settlement, you have only 30 days from the date of approval to withdraw from the settlement. To withdraw, you must notify the other party and BWC in writing within the 30-day period. If you have any questions or need further clarification, please call the claims service specialist listed below.

APPROVAL OF SETTLEMENT AGREEMENT

The administrator finds that a Settlement Agreement and Application for Approval of Settlement Agreement has been filed in the above referenced claim(s). After a review of the application, the administrator finds the following:

The application is approved for a lump sum settlement in the amount of $**<LSS benefit plan amount>**. Amounts are allocated as follows:

Indemnity	**$<user entered amount>**
Medical	**$<user entered amount>**
Prescription drugs	**$<user entered amount>**

DEPENDING UPON THE CLAIM STATUS (PENDING MEDICAL, PENDING INDEMNITY, PENDING BOTH) ONE OF THE FOLLOWING INSERTS WILL BE PLACED IN THE LETTER.

<Claim status is Pending Medical>
This agreement is a full and final settlement of all medical benefits payable in the claim(s). Future indemnity benefits may be considered in the claim(s).

<Claim status is Pending Indemnity>
This is a full and final settlement of all compensation payable in the claim. Future medical benefits may be considered in the claim(s).

<Claim status is Pending Both>
This agreement is a full and final settlement of the claim.

The total, agreed settlement amount is $**<amount of LSS benefit plan>**, which BWC will reduce by the overpayment of $**<user entered amount>**. The amount of your payment is $**<LSS benefit plan amount less amount of overpayment>**.

Issue warrant to: **<payee name>**

<<FREE FORM TEXT FOR APPROVALS HERE>>

NOTE MEDICARE BENEFICIARIES: Any settlement amounts allocated for future medical services must be used for medical services before Medicare will consider payment for services for the conditions of the workers' compensation claim(s).

The settlement amount set forth above, reduced by any overpayments, shall be paid to the injured worker 30 days after the date of this approval. If the employee, employer, or the administrator withdraws consent to the agreement by providing written notice to the other two parties within the 30-day hold period or the Industrial Commission of Ohio disapproves the settlement, it will no longer be valid. This settlement is not appealable under Ohio Revised Code section 4123.511 or section 4123.512.

The parties to this settlement agree that if any claim(s) or part of any claim(s) being settled has been recognized or allowed, then the cost of all medical services, hospital bills, drugs and medicines with date(s) of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker before the effective settlement date, shall be the responsibility of the state insurance fund, provided such costs result from the allowed conditions of the claims and are properly payable under current medical payment guidelines. Any medical bills or services rendered with dates of service on or after the effective date of settlement are the responsibility of the injured worker and BWC will not consider them for payment.

The parties to this settlement acknowledge that any payment made pursuant to this settlement agreement is subject to any and all valid child support enforcement orders.

Settlement of any claim(s) included in this agreement in no way impairs BWC's statutory rights to subrogation recovery. Also, be advised that upon a finding of fraud, the administrator retains the right to rescind this settlement agreement and re-open the claim for an administrative overpayment hearing and referral for criminal prosecution.

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

<<Requester's Name>>
<<Service Office>>
<<S.O. Street Address>>
<<S.O. City, State, Zip>>

Team number: **<<Team Number>>**
Phone number: **<<Phone>>**
Fax number: **<<Fax Number>>**

CC: **<<{IW REP, EMP, EMP REP}>>**

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Ted Strickland
Governor

Marsha P. Ryan
Administrator/CEO

ohiobwc.com
1-800-OHIOBWC

(Project Use Only – Corr150)

NOTICE OF ADDRESS CHANGE/OLD FOR DOLPHIN

MARTIN FLORA
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

02/02/2005

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

The Ohio Bureau of Workers' Compensation (BWC) has received a request to change your mailing address. As a result of this request, our records for all your claims will now indicate:

OLD MAILING ADDRESS	NEW MAILING ADDRESS
<old mail address>	**<new mail address>**
<old mail address>	**<new mail address>**

If your address has not changed, please call 1-800-OHIOBWC.

CSS REP
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

CC:
ALL PARTIES

(Project Use Only - Corr133)

Generic ID Card Letter

BWC
Better Workers' Compensation
Built with you in mind.

TED STRICKLAND, GOVERNOR **MARSHA P. RYAN, ADMINISTRATOR**

Joe Doe
111 First St.
Any Town, OH 44444

MM/DD/YY

Dear Customer:

To provide you with improved personal service, the Ohio Bureau of Workers' Compensation (BWC) has hired a managed care organization (MCO) to manage the medical portion of your claim.

You may have already received information about your MCO, but either because you have requested an additional identification card or your information has changed, we've provided you with the new identification card below.

Your claim number, BWC customer service specialist (CSS), MCO and other important information are listed on the ID card. Please remove one of the cards and keep it with you. Please give this information to any health-care provider who has treated you injury. Also, the back of the card contains information you should share with your health-care provider and pharmacy.

Your MCO will help you get the best medical care and treatment. I realize how difficult it can be after sustaining an injury on the job. That's why BWC, your employer, your MCO and your doctor are working together to provide personalized care to help you recover.

And BWC is still here for you. We'll continue to pay any compensation to which you're entitled, but your MCO will pay your approved medical bills. If you have questions about your compensation, call your BWC CSS or a customer representative at 1-800-OHIOBWC.

It is important to me that every worker in Ohio gets the care and service he or she deserves if injured on the job. Let us know how we can serve you better.

Sincerely,

Marsha P. Ryan, Administrator

CC: IW Legal Rep
Provider

Please detach one card to carry with you and keep the second card for your records.

BWC IDENTIFICATION CARD
INJURED WORKER:_____
CLAIM NUMBER:_____
INJURY DATE:_____
CSS:_____
PHONE:_____FAX:_____
SERVICE OFFICE:_____
EMPLOYER NAME:_____
_____
MCO NAME:_____
MCO PHONE NO:_____
PRINTED ON:

BWC IDENTIFICATION CARD
INJURED WORKER:_____
CLAIM NUMBER:_____
INJURY DATE:_____
CSS:_____
PHONE:_____FAX:_____
SERVICE OFFICE:_____
EMPLOYER NAME:_____
_____
MCO NAME_____
MCO PHONE NO:_____
PRINTED ON:

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Ted Strickland
Governor

Tina Kielmeyer
Acting Administrator/CEO

ohiobwc.com **1-800-OHIOBWC**

(Project Use Only – Corr34)

NOTICE FOR RECEIPT OF APPLICATION - C85A/C86 - DUE PROCESS

PETER M PAUL SR
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

02/02/1995

Injured worker: **PETER M PAUL SR**
Claim number: **94-350541**
Injury date: **08/01/1994**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Employer status: **No coverage**

<< Select an insert>>

<<Free Form text for Type of Request Here>>

Additional evidence must be submitted to BWC within ***[select either 21 for C85A/C86 or 7 for dispute]*** days from the date of this letter. BWC will issue a decision or refer the request to the Industrial Commision for a decision. You will be notified in writing.

If you have any questions about this notice, please contact the BWC claims service specialist listed below.

<<Requester's Name>>
<<Service Office>>
<<S.O. Street Address>>
<<S.O. City, State, Zip>>

Team number: **<<Team Number>>**
Phone number: **<<Phone>>**
Fax number: **<<Fax Number>>**

CC: **<<{IW REP, EMP, EMP REP}>>**

Inserts

1. BWC has received a Request for Reactivation (C85A) filed on **<Date Filed>** requesting:

2. BWC has received a Motion (C86) filed on **<Date Filed>** requesting:

3. BWC has received a medical dispute filed on **<Date Filed>** requesting:

   The number assigned to your dispute is: **<Dispute Number>**

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Bob Taft
Governor

William E. Mabe
Administrator/CEO

ohiobwc.com

1-800-OHIOBWC

(Project Use Only - Corr15)

(COMBINE LETTER)

mm/dd/yy

ADDRESSED TO:
(Injured Worker)

Injured worker:
Claim number:
Injury date:
Claim type:

Employer name:
Policy number:
Manual number:

MCO Name:
MCO Number:

The Ohio Bureau of Workers' Compensation (BWC) has combined the above-referenced claim into the following claim number: <*Claim Number*>

You should use this claim number on all future correspondence and when inquiring about your claim.

If you have any questions or concerns regarding your claim, please contact the assigned team member at the telephone number listed below.

Claims Rep:
(Service Office Name)
(Service Office Address)
(Service Office City/St)

Team #:
Phone #:
Fax #:

cc: List

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Bob Taft Governor
William E. Mabe Administrator/CEO
ohiobwc.com
1-800-OHIOBWC

(Project Use Only - Corr2)

(NOTIFICATION OF INJURY/CLAIM STATUS CHANGES)

mm/dd/yy

ADDRESSED TO:
(IW./Applicant/Employer/Provider)

Injured Worker:
Claim Number:
Injury Date:
Claim Type:

Employer Name:
Policy Number:
Employer Status:
MCO Name:
MCO Number:

The medical condition(s) ALLOWED in this claim is:

ICD	Description	Body Location	Part of Body
<XXX.XX>	<Narrative Description>	<Body Location>	<Body Object>

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are payable are:

ICD	Description	Body Location	Part of Body
<XXX.XX>	<Narrative Description>	<Body Location>	<Body Object>

The substantial aggravation injury(s)/ICD code(s) allowed in the claim that are not payable are:

ICD	Description	Body Location	Part of Body
<XXX.XX>	<Narrative Description>	<Body Location>	<Body Object>

The medical condition(s) DISALLOWED in this claim is:

ICD	Description	Body Location	Body Object
<XXX.XX>	<Narrative Description>	<Body Location>	<Body Object>

(If no ICD's on the claim)
There are no medical conditions determined in this claim at this time.

(If Self-Insured Employer claim)
IMPORTANT NOTICE: This claim is being administered by the SELF-INSURED EMPLOYER listed below. Please send all medical documentation, bills and request for treatment,with the exception of prosthetics, directly to the self-insured employer. Misdirecting this information to the Ohio Bureau of Workers Compensation (BWC) may delay the processing of your request or payment of your bills.

(If MCO owns claim)
Please fax medical documentation to **A2MCONME* the managed care organization (MCO) for this claim. Medical documentation faxed to the MCO will automatically be copied to the Ohio Bureau of Workers' Compensation (BWC). It is not necessary to send information to both BWC and the MCO.

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Bob Taft
Governor

William E. Mabe
Administrator/CEO

ohiobwc.com

1-800-OHIOBWC

If you have any questions or concerns regarding this claim, please contact the assigned team member at the telephone number listed below.

Claims Rep:
(Service Office Name)
(Service Office Address)
(Service Office City/St)

Team #:
Phone #:
Fax #:

cc: list

BWC LETTERHEAD

(Project Use Only – Corr45)

C94A COVER LETTER

MARTIN FLORA
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

02/02/1995

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

Enclosed is a form C-94-A, Wage Statement. In order for BWC to consider further compensation payments, this form must be completed and signed by your employer's authorized representative if you are presently employed.

If you are not employed or you are self-employed, you must complete the Wage Statement as well as the affidavit at the bottom of the form. Your signature must be notarized. You may have the form notarized, at no cost, at any BWC customer service office.

Please return the completed C-94-A form to the BWC customer service office listed below.

FAILURE TO SUBMIT THIS INFORMATION MAY DELAY PAYMENT OF COMPENSATION.

If you have questions or comments, please contact the BWC claims service specialist listed below.

Claims Rep
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

Claim number: **04-350541**

CC:
ALL PARTIES

BWC LETTERHEAD

(Project Use Only – Corr45)

C94A COVER LETTER

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker:	**PETER M PAUL SR**		
Claim number:	**04-350541**	Employer's name:	**MARTING B FLORA**
Injury date:	**08/01/2004**	Policy number:	**1016696**
Claim type:	**Medical Only**	Manual number:	**8829**

BWC LOST TIME DESIGN

CORRESPONDENCE DESIGN

Cover Letter - C94A Application

PURPOSE:

This letter will accompany each C94A application sent to an injured worker. It explains that the form must be filled out in order for BWC to consider payment of further compensation. Additionally, it also explains whether notarization is necessary and also explains that failure to submit the requested information may result in a delay of compensation payments. The cover letter also serves as an area that the injured worker's address may be listed in order for the C94A application to be routed correctly.

FREQUENCY:

This letter and the C94A application can be generated by the user; when a claims rep generates a Wage Loss payment, the system will prompt the user to answer whether or not a C94A should be sent to the injured worker. If the claims rep indicates that it should, a C94A accompanied by this cover letter will be sent to the injured worker. Also, if a claims rep wants to send out a C94A application without ongoing compensation, the option is also available.

VOLUME:

???

WHEN:

???

RETENTION PERIOD:

???

FORMS AND LETTER DESCRIPTION:

Attached will be a C94A application

WHAT CAUSES CORRESPONDENCE TO BE SENT:

System prompts user whether correspondence should be sent; also, user may generate when deemed appropriate.

VARIABLE DATA:

Date of Correspondence
Injured Worker Address
Injured Worker Name
Claim #

BWC LETTERHEAD

(Project Use Only – Corr45)

C94A COVER LETTER

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

Claim Type
Date of Injury
Employer Name
Risk #
Claims Rep Name/Team #/Service Office Address/ Phone #/ Fax #

DISTRIBUTION:
Primary Distribution:
Injured Worker
Copies sent to:
Injured Worker Rep
Employer
Employer Rep

BWC LETTERHEAD

(Project Use Only – Corr44)

C84 COVER LETTER

MARTIN FLORA
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

02/02/1995

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

Enclosed is a form C-84, Request for Temporary Total Compensation, which must be completed by you and your physician. If you are unable to return to your former occupation and work is not available within your physical capabilities with your employer or another employer, BWC will use this information to consider further lost-time benefits.

You and your physician should answer all of the questions on the C-84 form. A return to work date must be given and the form must be signed by you and your physician.

Please return the completed C-84 form to the BWC customer service office listed below.

FAILURE TO SUBMIT THIS INFORMATION MAY DELAY PAYMENT OF COMPENSATION.

If you have questions or comments, please contact the assigned BWC claims service specialist listed.

Claims Rep
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

Claim number: **04-350541**

CC:
ALL PARTIES

BWC LETTERHEAD

(Project Use Only – Corr3)

C-63 ADDITIONAL INFORMATION REQUEST

MARTIN FLORA **02/02/2005**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

In order to complete the determination and processing on the above injured workers' application the following information is required:

(Inserts)

Please return the attachment and/or provide the information requested above. Your response should be returned to the assigned office and team member indicated below within 14 days from the date of this letter. If we do not receive a response within this time, a decision will be issued based upon the evidence on file.

REQUESTOR
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

INSERTS
(INFORMATION MISSING FROM THE APPLICATION)

Request can be made of the injured worker and/or employer

1. What is the injured worker's Social Security number?
2. What is the injured worker's occupation and total work experience in this occupation?
3. What is the department in which the injured worker regularly works?
4. What is the injured worker's date of birth?
5. What is the injured worker's home telephone number?
6. What was the exact date and time the injury occurred?
7. What was the last date worked?
8. What was the date the injured worker returned to work?
9. Please explain in detail how the injury occurred. Try to answer the following: What was the injured worker doing at the time of the accident? How and under what circumstances did the accident happen? What was the nature of the injury and the part of body affected? Include specific objects, substances and/or machines involved in causing both the accident and the injury. If the injured worker was lifting an object, give approximate size, weight and distance lifted.
10. Describe the part of body injured and the nature of the injury. (For example, cut left index finger, sprained lower right side of back, etc.)
11. Was the injured worker performing regular job duties at the time of the injury? If no, please explain.
12. Was the accident on the employer's premises? If no, please give the address of the accident location.
13. Names, addresses and phone numbers of witnesses.
14. What is the employer's name, address and telephone number?

INSERTS
(ADDITIONAL INFORMATION NOT INCLUDED ON APPLICATION)

Requests can be made of the injured worker and/or physician/hospital

1. Please submit a current medical report with date and description of all medical treatment to date. Please include diagnosis and corresponding ICD code, history of injury, objective/subjective findings, treatment plan, the results of any diagnostic tests performed and comments concerning relevant pre-existing condition(s).

2. Please submit emergency room reports and the results of any diagnostic tests performed on the injured worker for the date of injury shown above.

3. Please describe initial medical treatment received at the time of injury, including the name, address and telephone number of the physician and/or facility who treated you.

4. Please submit the name, address and telephone number of the physician presently treating you for the conditions in this claim (Doctor of Record).

5. Please describe the exact part of body treated. When describing fingers/toes, the exact digitis are needed. (i.e. right forearm, left middle finger, right big toe, etc.).

6. Please submit a current medical report with date and description of all medical treatment to date. Please include diagnosis and corresponding ICD code, noting objective/subjective findings, treatment plan, and the results of any diagnostic tests performed. In addition, please submit a treatment plan with goals and measurable objectives in returning the injured worker to employment and a target date for return to work.

INSERTS
IC-32

1. Need claim number related to the lump sum payment.
2. Need the PTD amount.
3. Need the requested amount.
4. Need the purpose of the lump sum payment.
5. Need the reason(s) for the lump sum payment.
6. Need injured workers signature.
7. Need injured workers home telephone number.
8. The Application for Lump Sum Payment must be notarized.

INSERTS
C-240

1. Need claim number(s) to be included in the settlement.
2. Need reason (in detail) for which the proposed settlement is deemed desirable.
3. Need medical bills that are to be included in the settlement.
4. Need additional terms for the settlement.
5. Need employers signature and signature date on the application.
6. Need employers settlement choice.
7. Need to know if injured worker is receiving medical treatment at this time.
8. Need to know injured workers treating physician.
9. Need to know if injured worker is currently working.
10. Need to know injured workers present employer.
11. Need to know injured workers present occupation.
12. Need to know injured workers present wages.
13. Need injured workers signature and signature date on application.

INSERTS
C92

1. This is to inform you that the application for an increase in permanent partial disability (C-92A) that you filed is being held for additional information. No recent or current medical evidence was submitted in support of this applicaiton or indication of new or changed circumstance regarding your claim.

Upon receipt of this medical evidence, this applicaiton will be processed and action to proceed can take place.

BWC LETTERHEAD

(Project Use Only - Corr55)

C92 INJURED WORKER NOTICE

JOHN SMITH **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **JOHN SMITH**
Claim number: **04-1234**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **ACME CORP.**
Policy number: **1234567**
Manual number: **8829**

The Ohio Bureau of Workers' Compensation (BWC) has received your application for the determination of percentage of permanent partial disability. A medical examination is required under Ohio workers' compensation law. An independent physician will examine you, determine the impairment you have as a result of your work-related injury and report the findings to BWC.

Your examination will be limited to the allowed medical condition(s) in this claim and will be brief. You should discuss specific questions about your medical condition(s) with your physician of record.

BWC cannot make a determination on your application until this examination takes place. Failure to appear for this examination may result in suspension of your pending request. In the event of an unforeseen, extraordinary circumstance that prevents your attendance, please contact me at the number listed below.

BWC has scheduled this examination with the physician/provider listed below.

@ Dr.'s Name
@ Dr.'s Address
@ Dr.'s Phone No.
@ Dr.'s State, City, Zip

Appointment day: **Monday**
Appointment date: **02/02/2007**
Appointment time: **01:00 AM**

<< 5 lines of Free form text here >>

If your round trip to this examination/evaluation is more than 45 miles, please contact me for a travel reimbursement form. Please follow all instructions outlined on the travel expense form. Submit the form to your local BWC customer service office.

Please feel free to contact me if you have questions.

Claims Rep
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

Claim number: **04-350541**

CC:
ALL PARTIES

TT Termination/MMI Order (Corr8D)

- Displayed for language and information only – not format. Spacing is modified to allow for descriptive information in the right border.
- Most orders will be two pages.
- Order will be printed on most current BWC letterhead and will include BWC Order header, footer and watermark.
- Information appearing in **bold, black text** is standard language that will appear on all orders.
- Information in regular black text is found in an insert. Inserts can be automatically inserted by the system under specified conditions, user selected, and/or can contain variable text pulled from the system or entered by the user.
- Information contained in double angle brackets (<< >>) is information automatically inserted by the system or is entered by the user in the specified add text field.
- Inserts, when selected, will appear in the order listed.

Correspondence language	Comments
Order header and addressee information	
<<IW Primary Name>> **<<IW Street Name>>** **<<IW City, State, Zip>>** **<<Date>>** **Date mailed**	Date mailed will be the system batch date plus one day, which should always be equal to the date the correspondence is delivered to the pre-sort house.
Injured worker: <<IW Name>> **Claim number: <<Claim #>>** **Injury date: <<DOI>>** **Claim type: <<Accident, OD, Death>>** **Employer name: <<Emp. Name>>** **Policy number: <<Risk #>>** **Manual number: <<Manual No.>>**	Standard header for all V3 correspondence.
Inserts used when publishing a modified order	
This order replaces BWC order dated **<<user enters date>>**, which has been vacated for the following reason: **Drop Down Name** — **Corresponding Language** MMI date modified — The maximum medical improvement date has been modified. Other — **2 lines of additional text**	User enters date that appears on order, not date which appears in V3 correspondence history. These inserts, when selected, will appear at the beginning of the order, before the application information. (Flag 7, Date 2 & FF 15-16)
The decision to vacate the previous order is based on: **<<3 lines of add text>>**	Required when modified insert selected. (FF 17-19)
Then continue with same inserts as available for other initial allowance order.	CSS must repeat every part of original order which is still valid along with what is changed.
Decision insert	
The Ohio Bureau of Workers' Compensation (BWC) has made the following decision:	Required on all subsequent orders.
MMI inserts (only one allowed)	
Payment of temporary total compensation is terminated on **<<date>>**. The physician of record has submitted a written statement that the injured worker has reached maximum medical improvement for the allowed conditions.	This insert is used when the IW has been found MMI for all allowed conditions in the claim and TT will be terminated. (Flag 1)

TT Termination/MMI Order (Corr8D)

The physician of record has submitted a written statement that the injured worker has reached maximum medical improvement effective **<<date>>** for the conditions listed below. Temporary total compensation may continue based on appropriate medical evidence related to other allowed conditions. Code Description Body location Part of body **<<xxx.x** **xxxxxxxxxxxxxxx** **xxxx** **xxxxx>>**	This insert is used when the IW has been found MMI for some, but not all conditions in the claim. For example, if the IW has been found MMI for the physical conditions in a claim but not the psychological conditions. They system will list the conditions allowed in a claim and the user can remove those conditions for which the IW has not been found MMI. (Flag 2 & Date 1)
Release to RTW insert	
Payment of temporary total compensation is terminated on **<<date>>**. The physician of record has submitted a written statement that the injured worker is released to return to his or her former position of employment.	This insert is used when the POR has released the IW to return to work, but the IW has not returned to work. If we have a confirmed RTW, this order is not sent. The TT Terminated letter from Infostation is sent instead. User enters date. (Flag 3 & Date 1)
Job offer insert	
Payment of temporary total compensation is terminated on **<<date>>**. The injured worker has been offered employment by the employer of record or another employer that is within his or her physical capabilities as identified by the physician of record.	This insert is used when a written job offer has been made within the IW's physical capabilities and the IW refused to return to work. (Flag 4 & Date 1)
Injured worker filed for PTD benefits	
Temporary total compensation is suspended effective **<<date>>**. The injured worker has applied for permanent total disability benefits and has submitted medical documentation from the physician of record which indicates that the injured worker's disability is permanent.	This insert is used when an injured worker has applied for PTD benefits and the medical documentation to support the permanency of the condition is from the physician of record. (Flag 5 & Date 1)
IW incarcerated insert	
Temporary total compensation is suspended effective **<<date>>** due to the injured worker's incarceration. The injured worker has voluntarily abandoned the workplace as a result of this incarceration.	This insert can be used when an injured worker is incarcerated, regardless of the date of injury or where the injured worker is incarcerated. (Flag 6)
Additional information and based on inserts	
Optional add text insert (7 lines): claims service specialist to include information about salary continuation, special contract considerations, sick leave used, employer paid benefits, etc.	Used by the claims specialist to describe special conditions related to wages and or payments. (FF 8-14)
This decision is based on: 7 lines of add text where user describes medical documentation, forms, etc. used to set wages and make payment of compensation.	This insert is required if any of the compensation or payment inserts are used. This based on information is related to the setting of wages and payment of compensation. (FF 1-7)

TT Termination/MMI Order (Corr8D)

Appeal language	
Ohio law requires that BWC allow the injured worker or employer 14 days from the receipt of this order to file an appeal. If the injured worker and employer agree with this decision, the 14-day appeal period may be waived. Both parties may submit a signed waiver of appeal to BWC. The Request for Waiver of Appeal (C-108) is available through your local service office. Or you can log on to www.ohiobwc.com , select Injured worker, then click on Forms. **If the injured worker or the employer disagrees with this decision, either may file an appeal within 14 days of receipt of this order. Appeals are filed with the Industrial Commission of Ohio(IC), either via the Internet at www.ohioic.com or at the following IC office:** **<<IC Office Name>>** **<<IC Office Address>>** **If there are any further questions concerning this decision, contact the claims service specialist listed below.** **THIS DECISION BECOMES FINAL IF A WRITTEN APPEAL IS NOT RECEIVED WITHIN 14 DAYS OF RECEIVING THIS NOTICE.**	Automatically appears on every order. System will select the correct IC office.
Standard footer	
<<First name, last initial>> **<<Service office name>>** **<<Service office address>>** **<<Service office city, state, zip>>** **Team Number:<<Team number>>** **Phone Number:<<Phone number>>** **Fax Number:<<Fax number>>** **cc: <<Employer name>>** **<<IW representative name>>** **<<Employer representative name>>**	The name and address of the person who requests the order will be used. If the person requesting the order is profiled on more than one office or team, the team number and service office name and address for the lowest number team and/or office to which the user is assigned will display. The information displayed is pulled from V3 profiles and can be updated by a team leader or service office manager.

Initial allowance order (Corr8A)

- Displayed for language and information only – not format. Spacing is modified to allow for descriptive information in the right border.
- Most orders will be two pages.
- Order will be printed on most current BWC letterhead and will include BWC order header, footer and watermark.
- Information appearing in **bold, black text** is standard language that will appear on all orders.
- Information in regular black text is found in an insert. Inserts can be automatically inserted by the system under specified conditions, user selected, and/or can contain variable text pulled from the system or entered by the user.
- Information contained in double angle brackets (<< >>) is information automatically inserted by the system, or will be entered by the user in the specified add text field.
- Inserts, when selected, will appear in the order listed.

Correspondence language	Comments
Order header and addressee information	
<<IW Primary Name>> **<<IW Street Name>>** **<<IW City, State, Zip>>** **<<Date>>** **Date mailed**	Date mailed will be the system batch date plus one day, which should always be equal to the date the correspondence is delivered to the pre-sort house.
Injured worker: <<IW Name>> **Employer name: <<Emp. Name>>** **Claim number: <<Claim #>>** **Policy number: <<Risk #>>** **Injury date: <<DOI>>** **Manual number: <<Manual No.>>** **Claim type: <<Accident, OD, Death>>**	Standard header for all V3 correspondence.
Inserts used when publishing a modified order	
This order replaces the BWC order dated **<<user enters date>>**, which has been vacated for the following reason: **Drop-down name** — **Corresponding language** Wrong employer — The employer named on the previous order was incorrect. Modified ICD code — The medical condition identified on the previous order has been modified. Prev. allowed now disallowed — A previously allowed medical condition(s) is being disallowed. Prev. disallowed now allowed — A previously disallowed medical condition(s) is being allowed. Modifying wages — The full weekly wage (FWW) and/or average weekly wage (AWW) previously set in the claim is being modified. Modifying time period paid — The period(s) of compensation identified on the previous order is being modified. Comp type changing — The type of compensation identified on the previous order is being modified. Other — **<<Two lines of additional text>>**	**User enters date that appears on order when displayed, <u>not date which appears in V3 correspondence history.</u>** These inserts, when selected, will appear at the beginning of the order, before the application information.
The decision to vacate the previous order is based on: **<<Three lines of add text>>**	"Based on" text is required when a modified insert is selected.

Initial allowance order (Corr8A)

Then continue with same inserts as available for other initial allowance order.	**CSS must repeat every part of original order that is still valid along with what is changed.**
Application information	
An application for workers' compensation benefits was filed <<filing date>> on behalf of the injured worker, requesting the allowance of this claim for the following injury descriptions: **<<Five lines of free form text>>**	Required on all initial orders. System enters filing date. User enters a brief description of the accident and the conditions alleged in layman terms based on the *First Report of an Injury, Occupational Disease or Death* (FROI) and information gathered during investigation.
Allowed and disallowed conditions, rehabilitation claim insert	
The claim is ALLOWED for the following medical condition(s): Code / Description / Body Location / Part of Body **<<xxx.x** / **xxxxxxxxxxxxxxx** / **xxxx** / **xxxxx>>**	The allowed conditions appear on all initial allowance orders. The system will include any conditions in allow/appeal status at the time the order is written.
The claim is ALLOWED for the following medical condition(s). Payment of benefits for the condition(s) will be made only until the condition(s) return(s) to a level that would have existed without the injury: Code / Description / Body Location / Part of Body **<<xxx.x** / **xxxxxxxxxxxxxxx** / **xxxx** / **xxxxx>>**	Use this as a heading when the only conditions allowed in the claim are flagged for substantial aggravation.
The claim is also ALLOWED for the following medical condition(s). Payment of benefits for the condition(s) will be made only until the condition(s) return(s) to a level that would have existed without the injury. Code / Description / Body location / Part of body **<<xxx.x** / **xxxxxxxxxxxxxxx** / **xxxx** / **xxxxx>>**	Use when there are conditions allowed in the claim that are not flagged for substantial aggravation in addition to those that are allowed and flagged for substantial aggravation.
The following medical condition(s) are DISALLOWED: Code / Description / Body Location / Part of Body **<<xxx.x** / **xxxxxxxxxxxxxxx** / **xxxx** / **xxxxx>>**	The disallowed portion will be inserted by the system if there are also conditions being disallowed and will include ICD codes in disallow/ appeal at the time the order is written.
The following medical condition(s) will be considered upon submission of supporting medical documentation. **<<four lines add text>>**	This insert is used when either no medical documentation is submitted to support a condition requested on the FROI; when according to guidelines established by BWC the medical documentation submitted is insufficient; or, when the BWC physician determines that the medical documentation submitted is insufficient to support the requested condition(s).
This claim is for an injury that occurred while participating in an authorized rehabilitation plan. The costs of this claim will be charged to the surplus fund, per Ohio Revised Code 4121.68.	The system inserts this paragraph when the claim is an RL or RM claim. This is based on the check box being check on the Maintenance/Claim status/type window, not the presence of the policy numbers used for rehabilitation claims.

Initial allowance order (Corr8A)

This decision is based on: ***required add text up to seven lines entered by user to explain why the conditions were allowed and/or disallowed. A medical only specialist can choose from one of following two standard inserts:*** ***The medical and factual documentation in the claim file.*** ***BWC rules and guidelines.***	The "based on" additional text is required. This "based" on information is in relationship to the allowed and/or disallowed conditions. A medical-only specialist can select from one of two drop-down choices or enter text.
Medical benefits will be paid in accordance with its the Ohio Bureau of Workers' Compensation (BWC) rules and guidelines. The injured worker is encouraged to forward the information above to all health care providers involved in this claim.	This appears on all medical-only and lost-time orders.
Temporary total inserts	
Based on the current information available, there have been less than eight days of disability and no compensation is payable. If there have been eight or more days of disability as a result of this injury, immediately contact the claims specialist below.	The system inserts this paragraph on all medical-only claims.
The first seven days of disability from **<<date>>** to **<<date>>** are not payable at this time. The injured worker has not been disabled for 14 or more consecutive days due to the allowed conditions. These days may be paid if the injured worker becomes disabled for 14 or more consecutive days.	When the first seven days of a benefit plan are being held and are for seven consecutive days, the button to include this insert in the claim will be active and the user can choose to include this insert.
The first seven days of disability, **<<seven date fields for user to enter individual days>>** are not payable at this time. The injured worker has not been disabled for 14 or more consecutive days due to the allowed condition(s). These days may be paid if the injured worker becomes disabled for 14 or more consecutive days.	When the first seven days of a benefit plan are being held and are not for seven consecutive days, the button to include this insert in the claim will be active and the user can choose to include this insert. The user will be required to enter the dates of the seven days being held.
BWC grants temporary total disability payments (TT) from **<<date>>** to **<<date>>**. The injured worker was released to return to work on **<<actual return to work date>>**.	When there is a TT plan and an actual return to work date has been entered this insert will be used. The user receives a pop up with the periods of TT and can select which periods will be included in the order.
BWC grants temporary total disability payments (TT) from **<<date>>** to **<<date>>**.	If there are broken periods in a TT plan, for example the split between FWW and AWW or between daywork and scheduled payment, this insert will be used for the periods which do not include the estimated or actual RTW date.
BWC grants temporary total disability (TT) payments from <<date>>. Payments will continue based on medical evidence.	When there is TT plan and an estimated return to work date has been entered this insert will be used. The user receives a pop up with the periods of TT and can select which periods will be included in the order.
The injured worker is paid full salary in lieu of receiving temporary total compensation (TT) payments from BWC. The injured worker can accept salary continuation from the employer without impacting any other BWC benefits, or the injured worker can receive TT payments from BWC at the rate included in this order. Collective bargaining agreements may impact the injured worker's option to accept salary continuation.	This is a user selected paragraph which is chosen when the IW is receiving benefits paid by the employer and it is not for a closed period.

Initial allowance order (Corr8A)

The injured worker is paid full salary in lieu of receiving temporary total compensation (TT) payments from BWC from **<<enter begin date>>** to **<<enter end date>>**. BWC will pay TT beginning **<<enter TT begin date>>**. The injured worker can accept salary continuation from the employer without impacting any other BWC benefits, or the injured worker can receive TT payments from BWC at the rate included in this order. Collective bargaining agreements may impact the injured worker's option to accept salary continuation.	This is a user selected paragraph which is chosen when the employer has paid benefits for a closed period of time and BWC will begin paying TT. User enters dates.
BWC will consider compensation benefits based on medical evidence of continued disability and/or wage information.	The system inserts this paragraph when the claim is lost time and there is no TT plan.
The injured worker may be eligible for rehabilitation services, which may help him or her return to work more quickly and safely. Please contact either BWC or your managed care organization for more information regarding rehabilitation services.	The system inserts this paragraph on all lost-time claims.
Wages inserts	
The full weekly wage for this claim is set at **<<FWW>>**. The first 12 weeks of temporary total compensation is payable at the rate of **<<72 percent of FWW or max>>**. This rate is 72 percent of the full weekly wage or is the maximum or minimum allowable amount based on the statewide average weekly wage in effect at the date of injury.	The system includes this insert whenever the FWW has been set in the claim and the user selects FWW on the order window.
The full weekly wage for this claim is set at the minimum amount allowed based on the statewide average weekly wage for the date of injury because requested wage information has not been provided.	This is a user selected insert to be used when FWW is set at the minimum.
The average weekly wage for this claim is set at **<<AWW>>**. After the first 12 weeks of temporary total compensation, additional temporary total compensation is payable at the rate of <<**66.667 percent of AWW or max>>**. This rate is 66 2/3 percent of the average weekly wage or is the maximum or minimum allowable amount based on the statewide average weekly wage in effect at the date of injury.	The system includes this insert whenever the AWW has been set in the claim and the user selects AWW on the order window.
The temporary total paid rate has been reduced because the injured worker is receiving retirement benefits from Social Security.	This insert is selected by the user when an IW is receiving SS retirement benefits and TT compensation.
BWC may reconsider the Full or Average Weekly Wage based upon information currently on file or submission of additional information.	This insert appears whenever wages are set on an order.
Scheduled loss inserts **Note: Claim must remain in allow/appeal status overnight when scheduled loss inserts are chosen.**	
The injured worker has sustained a **<<disability rate >>** percent loss due to the **<<loss of use or amputation>>** of the **<<body location, body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** weeks at the rate of $**<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when a PP plan is in allow/appeal and **the body part location is given**.
The injured worker has sustained a **<<disability rate>>** percent loss due to the **<<loss of use or amputation>>** of the **<< body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** weeks at the rate of $**<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when is a PP plan is in allow/appeal and **the body part location is not given**.
The injured worker has sustained a **<<disability rate>>** percent loss due to **<<loss of use or uncorrected visions>>** in **<<body location, body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** weeks at the rate of $**<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when a PP plan is in allow/appeal for loss of vision.

Initial allowance order (Corr8A)

The injured worker has sustained a 100 percent loss of hearing in the **<<body location, body part>>**. It is ordered that the injured worker be awarded It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** weeks at the rate of $**<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when a PP plan is in allow/appeal for loss of hearing
Additional information and "based on" inserts	
Optional add text insert (seven lines): <<The claims service specialist includes information about special contract considerations, sick leave used, employer paid benefits, etc.	Used by the claims specialist to describe special conditions related to wages and or payments.
This decision is based on: Seven lines of add text where user describes medical documentation, forms, etc. used to set wages and make payment of compensation.	This insert is required if any of the compensation or payment inserts are used. This based on information is related to the setting of wages and payment of compensation.
This order is subject to any current family support order(s).	Standard on all lost-time orders even if there is no family support order on V3.
Power of attorney (POA) insert	
In accordance with the power of attorney (POA) dated ***D2DATF14**, payment of compensation for accrued benefits will be made in care of: **<< Name>>** **<< Address>>**	User enters date and representative ID number. If date is more than 18 months in the past, a pop-up will appear, telling the user that the POA is more than 18 months old and asking if the user wants to include the POA in the order.
Appeal language	
Ohio law requires that BWC allow the injured worker or employer 14 days from the receipt of this order to file an appeal. If the injured worker and employer agree with this decision, the 14 day appeal period may be waived. Both parties may submit a signed waiver of appeal to BWC. The Request for Waiver of Appeal (C108) is available through your local customer service office. Or you can log on to www.ohiobwc.com**, select Injured worker, then click on Forms.** **If the injured worker or the employer disagrees with this decision, either may file an appeal within 14 days of receipt of this order. Appeals are filed with the Industrial Commission of Ohio (IC) either via the Internet at www.ohioic.com or at the following IC office:** **<<IC Office Name>>** **<<IC Office Address>>** **If there are any further questions concerning this decision, contact the BWC representative listed below. -However, telephone call cannot take the place of a written appeal.** **THIS DECISION BECOMES FINAL IF A WRITTEN APPEAL IS NOT RECEIVED WITHIN 14 DAYS OF RECEIVING THIS NOTICE.**	Appeal language automatically appears on every order. System will select the correct IC office.
No-coverage insert	
Important notice: According to our records, the employer did not have workers' compensation coverage on the date of injury for this claim. This will not change the benefits that the injured worker is entitled to receive. If there is a dispute regarding coverage on the date of injury, the employer should not appeal this order to the Industrial Commission of Ohio, but should contact BWC.	This insert will appear when the claim is in a non-covered status at the time the order is issued. A letter with more information also will be sent to the employer.

Initial allowance order (Corr8A)

Standard footer	
<<First name, last initial>> **<<Service office name>>** **<<Service office address>>** **<<Service office city, state, zip>>** **Team Number:<<Team number>>** **Phone Number:<<Phone number>>** **Fax Number:<<Fax number>>** **cc:** **<<Employer name>>** **<<IW representative name>>** **<<Employer representative name>>**	The name and address of the person who requests the order will be used. If the person requesting the order is profiled on more than one office or team, the team number and service office name and address for the lowest number team and/or office to which the user is assigned will display. The information displayed is pulled from V3 profiles and can be updated by a team leader or service office manager.

Additional allowance, wages and compensation order (Corr8C)

- Displayed for language and information only – not format. Spacing is modified to allow for descriptive information in the right border.
- Most orders will be two pages.
- Order will be printed on most current BWC letterhead and will include BWC Order header, footer and watermark.
- Information appearing in **bold, black text** is standard language that will appear on all orders.
- Information in regular black text is found in an insert. Inserts can automatically be inserted by the system under specified conditions, user selected, and/or can contain variable text pulled from the system or entered by the user.
- Information contained in double angle brackets (<< >>) is information automatically inserted by the system or is entered by the user in the specified add text field.
- Inserts, when selected, will appear in the order listed.

Correspondence language	Comments
Order header and addressee information	
<<IW Primary Name>> **<<IW Street Name>>** **<<IW City, State, Zip>>** **<<Date>>** **Date mailed**	Date mailed will be the system batch date plus one day, which should always be equal to the date the correspondence is delivered to the pre-sort house.
Injured worker: <<IW Name>> **Claim number: <<Claim #>>** **Injury date: <<DOI>>** **Claim type: <<Accident, OD, Death>>** **Employer name: <<Emp. Name>>** **Policy number: <<Risk #>>** **Manual number: <<Manual No.>>**	Standard header for all V3 correspondence.
Vacated Order Inserts	
This order replaces the BWC order dated **<<date>>**, which has been vacated for the following reason:	User sets the Original Order Date on the Vacated Order window.
• The medical condition identified on the previous order has been modified. • The full weekly wage (FWW) and/or average weekly wage (AWW) previously set in the claim is being modified. • The period(s) of compensation identified on the previous order is being modified. • The type of compensation identified on the previous order is being modified. • The C-86 filed on **<<date>>** by the employer has been withdrawn. • The C-86 filed on **<<date>>** by the injured worker has been withdrawn. • The C-86 filed on **<<date>>** by the employer has been withdrawn. • The C-86 filed on **<<date>>** by the injured worker has been withdrawn. • **<<Two lines of additional text>>**	User selects one of these inserts to reflect the reason for Vacating.
The decision to vacate the previous order is based on: **<<Three lines of add text>>**	User enters Vacated Based On text.

Additional allowance, wages and compensation order (Corr8C)

Claim previously allowed for insert	
The claim has been PREVIOUSLY ALLOWED for the following medical condition(s): Code Description Body Location Part of Body **<<xxx.x xxxxxxxxxxxxxxx xxxx xxxxx>>**	All ICD codes in allowed status listed by the system.
Substantial Aggravation	
The claim has been PREVIOUSLY ALLOWED for the following substantially aggravated pre-existing condition(s) that is/are payable: Code Description Body Location Part of Body **<<xxx.x xxxxxxxxxxxxxxx xxxx xxxxx>>**	All Sub Agg ICD codes in allowed status listed by the system that are payable.
The claim has been PREVIOUSLY ALLOWED for the following substantially aggravated pre-existing condition(s) that is/are not payable: Code Description Body Location Part of Body **<<xxx.x xxxxxxxxxxxxxxx xxxx xxxxx>>**	All Sub Agg ICD codes in allowed status listed by the system that are not payable.
Application filed by injured worker or employer (Additional Allowance)	
The **<<choose Motion (C86) or other>>** filed on **<<date>>** by the <<injured worker or employer>> is granted.	User chooses C86 or other from window. When other is chosen, user must enter name of document used to make request.
Administrative (proactive) allowance	
Based on the Physician's Request for Medical Services or Recommendation for Additional Conditions (C-9) filed on **<<date>>** by **<<enter Dr's name>>** the following additional condition(s) has been identified as being caused by the work-related injury in this claim.	This insert is used when BWC has decided to make a proactive allowance based on a C9. User enters date and doctor's name.
Based on the Physician's Request for Medical Services or Recommendation for Additional Conditions (C-9) filed on **<<date>>** by **<<enter Dr's name>>** and the medical documentation listed below, the following additional condition(s) has been identified as being caused by the work-related injury in this claim. **<<type of report>> <<date>> <<provider name>>**	This insert is used when a proactive allowance will be made based on a C9 and additional medical documentation. User enters date of C9 and doctor's name, plus type of report, date and provider name for additional medical documentation used. User can enter up to 5 lines of medical documentation.
Based on the medical documentation listed below the following additional condition(s) has been identified as being caused by the work-related injury in this claim. **<<type of report>> <<date>> <<provider name>>**	This insert is used when a proactive allowance will be made based on medical documentation without a C9. User can enter up to 5 lines of medical documentation.

Additional allowance, wages and compensation order (Corr8C)

It is the administrator's decision that the claim be ADDITIONALLY ALLOWED for the following medical condition(s): **– OR –** The claim is being ADDITIONALLY ALLOWED for the following medical condition(s): Code **<<xxx.x** Description **xxxxxxxxxxxxxxx** Body location **xxxx** Part of body **xxxxx>>**	All ICD codes (non-sub agg) in allow/appeal status listed by the system.
The claim is ADDITIONALLY ALLOWED for the following medical condition(s). Payment of benefits for the condition(s) will be made only until the condition(s) return(s) to a level that would have existed without the injury. Code **<<xxx.x** Description **xxxxxxxxxxxxxxx** Body location **xxxx** Part of body **xxxxx>>**	All Sub Agg ICD codes in allow/appeal status listed by the system.
• The injured worker and employer agree to the additional allowance. • The injured worker agrees to the additional allowance. The employer failed to respond to our notice regarding this allowance. • The employer agrees to the additional allowance. The injured worker failed to respond to our notice regarding this allowance. • Neither the injured worker nor the employer responded to our notice regarding this allowance.	User selects one of these inserts to reflect the outcome of the due process notice regarding the additional allowance.
Proactive or Additional allowance	
Medical benefits will be paid in accordance with The Ohio Bureau of Workers' Compensation (BWC) rules and guidelines. The injured worker is encouraged to forward the information above to all health-care providers related to this claim.	This appears on subsequent orders, MO and LT, when the allowed or additional allowance inserts are chosen.
Decision made by BWC (other than proactive allowance)	
The Ohio Bureau of Workers' Compensation (BWC) has made the following decision:	The system inserts this paragraph on all subsequent orders except proactive allowance.
Temporary total inserts	
The first seven days of disability from **<<date>>** to **<<date>>** are not payable at this time. The injured worker has not been disabled for 14 or more consecutive days due to the allowed conditions. These days may be paid if the injured worker becomes disabled for 14 or more consecutive days.	This is a user selected insert which should only be selected if this information did not appear on the original order. This insert is used when the first seven days are consecutive.
The first seven days of disability **<<user enters series of dates>>** are not payable at this time. The injured worker has not been disabled for 14 or more consecutive days due to the allowed condition(s). These days may be paid if the injured worker becomes disabled for 14 or more consecutive days.	This is a user selected insert which should only be selected if this information did not appear on the original order. This insert is used when the first seven days are not consecutive.

Additional allowance, wages and compensation order (Corr8C)

BWC grants temporary total disability payments (TT) from **<<date>>** to **<<date>>**. The injured worker was released to return to work on **<<actual return to work date>>**.	User selects Additional TT Allowance check box and a list of the periods of TT built on payment plan pops up in a window. The user must delete the periods of TT previously allowed which are not to be included on this order. This is the insert that will be used when there is an actual RTW date entered.
BWC grants temporary total disability (TT) payments from **<<date>>**. Payments will continue based on medical evidence.	User selects Additional TT Allowance check box and a list of the periods of TT built on payment plan pops up in a window. The user must delete the periods of TT previously allowed which are not to be included on this order. This is the insert that will be used when there is an estimated RTW date entered.
The injured worker is being paid regular (full) salary continuation/wages in lieu of receiving temporary total compensation payments from BWC. The injured worker has the option to accept salary continuation/wages from the employer without impact to any other BWC benefits or the injured worker can receive temporary total compensation benefits from BWC at the rate included in this order. Collective bargaining agreements may impact the option to accept salary continuation.	This is a user selected paragraph which is chosen when the injured worker is receiving benefits paid by the employer and it is not for a closed period. The insert is also used if the injured worker has returned to work, since it is possible that the employer will continue to pay SC if the injured worker is off work again in the future for the allowed condition.
The injured worker is being paid regular (full) salary continuation/wages in lieu of receiving temporary total compensation payments from BWC from **<<enter begin date>>** to **<<enter end date>>**. Temporary total compensation will be paid by BWC beginning **<<enter TT begin date>>**. The injured worker has the option to accept salary continuation/wages from the employer without impact to any other BWC benefits or the injured worker can receive temporary total compensation benefits from BWC at the rate included in this order. Collective bargaining agreements may impact the option to accept salary continuation.	This is a user selected paragraph which is chosen when the employer has paid benefits for a closed period of time and BWC will begin paying TT. User enters dates.
BWC will consider compensation benefits based on medical evidence of continued disability and/or wage information.	This is a user selected insert which should only be selected if this information did not appear on the original order. It is used when the claim is lost time but no compensation will be allowed at this time.
The injured worker may be eligible for rehabilitation services, which may help him or her return to work more quickly and safely. Please contact either BWC or your managed care organization for more information regarding rehabilitation services.	This insert will be included anytime a TT insert is used in a subsequent order.

Additional allowance, wages and compensation order (Corr8C)

Scheduled loss inserts	
The injured worker has sustained a **<<disability rate >>** percent loss due to the **<<loss of use or amputation>>** of the **<<body location, body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** at the rate of **<<weekly rate>>** from **<<plan begin date>>** to <<**plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when there is a PP plan in allow appeal and the body part location is given.
The injured worker has sustained a **<<disability rate>>** percent loss due to the **<<loss of use or amputation>>** of the **<< body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** at the rate of **<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when there is a PP plan in allow appeal and the body part location is not given.
The injured worker has sustained a **<<disability rate>>** percent loss due to the **<< uncorrected loss of vision >>** in **<<body location, body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** at the rate of **<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when there is a PP plan in allow appeal for loss of vision.
The injured worker has sustained a 100-percent loss of hearing in the **<<body location, body part>>**. It is ordered that the injured worker be awarded permanent partial compensation for **<<number of weeks>>** at the rate of **<<weekly rate>>** from **<<plan begin date>>** to **<<plan end date>>**. The total award is $**<<payment amount>>**.	The system includes this insert when there is a PP plan in allow appeal for loss of hearing.
Wage loss inserts	
The injured worker is unable to find employment due to restrictions that are a direct result of the allowed conditions in the claim. The restrictions are: **<<choose either "listed on the attached Medical Report (C140)" or add text>>**. Listed on the attached Medical Documentation. **– OR –** **<<Five lines of add text>>** Payment of wage loss compensation is granted beginning **<<date>>**. Benefits will continue based on sufficient wage information, evidence of good faith job search and medical proof of restrictions that are a direct result of the allowed conditions in the claim.	This insert is used for non working wage loss. User can attach a copy of the C140 which lists the restrictions or can use add text to type the restrictions into the order.

Additional allowance, wages and compensation order (Corr8C)

The injured worker has returned to work with the employer of record with restrictions. The injured worker's restrictions that are a direct result of the allowed conditions in the claim are **<<choose either "listed on the attached Medical Report (C140)" or add text>>**. Listed on the attached Medical Documentation. **– OR –** **<<Five lines of add text>>** Payment of wage loss compensation is granted beginning **<<date>>**. Benefits will continue based on sufficient wage information and medical proof of restrictions that are a direct result of the allowed conditions in the claim. If wage loss payments continue beyond three to six months, the injured worker will be required to submit updated restrictions. Wage loss benefits may be reduced if the injured worker is voluntarily limiting his or her income.	This insert is used when the injured worker has returned to work with the injury employer, in either the same or a different position. User can attach a copy of the C140 which lists the restrictions or use "add text" to type the restrictions into the order.
The injured worker is unable to return to his or her former position of employment. He or she became employed at **<<Employer Name>>** on **<<Date>>** working as **<<Job Title>>**. The injured worker's restrictions that are a direct result of the allowed conditions in the claim are **<<choose either "listed on the attached Medical Report (C140)" or add text>>**. Listed on the attached Medical Documentation. **– OR –** **<<Five lines of add text>>** Payment of wage loss compensation is granted beginning **<<date>>**. Benefits will continue based on sufficient wage information and medical proof of restrictions that are a direct result of the allowed conditions in the claim. If wage loss payments continue beyond three to six months, the injured worker will be required to submit updated restrictions. Wage loss benefits may be reduced if the injured worker is voluntarily limiting his or her income.	This insert is used when the injured worker has returned to work to a different job with a different employer or the same job with a different employer. User can attach a copy of the C140 which lists the restrictions or can use add text to type the restrictions into the order.
The injured worker has refused a good faith offer of suitable employment. Wage loss compensation will be paid at a reduced rate based on BWC its rules and guidelines as a result of this refusal. Wage loss compensation is granted beginning **<<Date>>**. Wage loss is paid at the following rate: **<<rate>>**	This insert is used when the injured worker has refused a good faith offer of suitable employment. User enters beginning date and rate.
The injured worker voluntarily has limited the number of hours he or she will work. Wage loss compensation will be paid at a reduced rate based on BWC rules and guidelines as a result of this limitation. Wage loss compensation is granted beginning **<<Date>>**.	This insert is used when the injured worker has voluntarily limited the number of hours worked. User enters beginning date and rate.
The injured worker currently is attending an educational institution through a rehabilitation program with the Ohio Bureau of Vocational Rehabilitation (BVR) due to a direct result of the restriction(s) arising from the allowed conditions in the claim. Wage loss compensation is granted beginning **<<date>>** and will continue based on evidence of continued enrollment and participation in the BVR program, not to exceed the maximum of 200 weeks.	This insert is used when the injured worker is in a BVR plan for retraining. User enters the beginning date.
Wage loss is granted **<<begin date>>**. The injured worker is currently self-employed and must submit documentation of weekly efforts to produce self-employment income.	This insert is used when an injured worker is self employed. User enters the begin date.

Additional allowance, wages and compensation order (Corr8C)

Change of election, change of occupation, facial disfigurement inserts	
The injured worker is unable to return to his or her former position of employment and has been advised to change occupations for medical reasons. Payment for change of occupation is granted beginning **<<enter begin date>>** and to continue for 30 weeks. After 30 weeks of compensation, **<<75/100>>** weeks of compensation may be paid based on proof of change of occupation, wage information or evidence of a good faith job search.	This insert is used to grant a change of occupation award. User enters begin date and selects either 75 or 100 weeks of compensation to be paid.
A lump sum facial disfigurement award in the amount of $**<<amount>>** is allowed in this claim based upon a review of supporting documentation contained in the file.	This insert is used to grant a facial disfigurement award. Award amount is pulled by the system from facial disfigurement benefit plan.
The injured worker's request to change from payment of percentage of permanent partial impairment (%PP) to impairment of earning capacity is granted. Compensation is to be paid beginning **<<enter begin date>>**, less any previously paid percentage of permanent partial awards.	This insert is used to grant a change of election from percent of permanent partial to temporary partial. User enters begin date.
TT wages inserts	
The full weekly wage (FWW) for this claim is set at **<<FWW>>**. The first 12 weeks of temporary total compensation is payable at the rate of **<<72% of FWW or max>>**. This rate is 72 percent of the full weekly wage, or is the maximum or minimum allowable amount based on the statewide average weekly wage in effect at the date of injury	This insert is used when FWW is set for the first time in the claim.
The full weekly wage (FWW) for this claim is set at the minimum amount allowed based on the statewide average weekly wage for the date of injury because requested wage information has not been provided.	This is a user selected insert to be used when FWW is set at the minimum.
The average weekly wage (AWW) for this claim is set at **<<AWW>>**. After the first 12 weeks of temporary total compensation, additional temporary total compensation is payable at the rate of **<<66.667% of AWW or max>>**. This rate is 66 2/3 percent of the average weekly wage, or is the maximum or minimum allowable amount based on the statewide average weekly wage in effect at the date of injury.	This insert is used when the AWW is set for the first time.
The temporary total paid rate has been reduced because the injured worker is receiving retirement benefits from Social Security.	
%PP wage insert	
The average weekly wage (AWW) for this claim is set at $**<<AWW>>**. Percentage of permanent partial impairment (C-92) compensation, if awarded, will be paid based on this wage according to BWC rules and guidelines.	The system inserts the AWW rate and calculates the %PP rate to be paid.
Other wage inserts (no compensation type specified)	
The full weekly wage (FWW) for this claim has been is set at $**<<FWW>>**. Compensation, if awarded, will be paid based on this wage according to BWC's rules and guidelines.	This insert is used when FWW is being set and when more than one type of compensation is payable or no compensation is scheduled to be paid.

Additional allowance, wages and compensation order (Corr8C)

The average weekly wage (AWW) for this claim has been is set at $**<<AWW>>**. Compensation, if awarded, will be paid based on this wage according to BWC rules and guidelines.	This insert is used when AWW is being set and when compensation other than TT or %PP is payable, more than one type of compensation is payable or no compensation is scheduled to be paid.
Adjusting compensation inserts (no overpayment)	
The full weekly wage (FWW) for this claim, previously set at $**xxx.xx**, has been recalculated. The new FWW for this claim is $**xxx.xx**.	This insert is used when the FWW has been increased or when FWW has been decreased and there is no overpayment being declared.
The previously paid compensation, listed below, will be adjusted based on the new FWW rate, according to BWC rules and guidelines. **<<Choose Temporary total, Living maintenance or Wage loss>>** from **<<enter begin date>>** to **<<enter end date>>**	This insert is used when the FWW has been increased and the previously paid TT or LM based on that rate will be adjusted. The user will be able to enter up to 10 periods of TT or LM
The average weekly wage (AWW) for this claim, previously set at $**xxx.xx**, has been recalculated. The new AWW for this claim is $**xxx.xx**.	This insert is used when the AWW has been increased or when the AWW has been decreased and there is no overpayment being declared.
The previously paid compensation, listed below, will be adjusted based on the new AWW rate, according to BWC rules and guidelines. **<<choose comp type>>** from **<<enter begin date>>** to **<<enter end date>>**	This insert is used when the AWW has been increased and the previously paid compensation based on that rate will be adjusted. The user will be able to enter up to 10 periods of compensation.
BWC may reconsider the full or average weekly wage based upon information currently on file or submission of additional information.	This insert appears whenever any FWW or AWW insert is included.
Permanent total disability (PTD) rate adjustment	
The injured worker is no longer receiving Social Security disability (SSD) payments. The permanent total disability (PTD) declared rate was $**xxx.xx**, and is $**xxx.xx** effective **xx/xx/xxxx**. The injured worker should notify BWC immediately if SSD benefits begin again.	This insert is used when an injured worker's PTD rate is being increased because the injured worker is no longer receiving social security disability benefits. Dates and amounts are entered by user.
The injured worker's Social Security disability (SSD) payment rate decreased. Therefore the permanent total disability (PTD) benefits will no longer be paid at a reduced rate. The PTD declared rate was $**xxx.xx**. The PTD rate is $**xxx.xx**, effective **xx/xx/xxxx**. The injured worker should notify BWC immediately if SSD benefits are reduced or stopped.	This insert is being used when an injured worker's PTD rate is being increased because his or her social security disability rate decreased. Dates and amounts are entered by user.
The injured worker's average weekly wage (AWW) has been changed therefore the permanent total disability (PTD) rate also will change. The PTD declared rate was $**xxx.xx**. The PTD declared rate is $**xxx.xx**, effective **xx/xx/xxxx**.	This insert is used when the injured worker's AWW has been recalculated and results in a change in the PTD rate. If the PTD rate is being reduced and an overpayment is to be declared, the Adjustment Order should be used.

Additional allowance, wages and compensation order (Corr8C)

The injured worker began receiving Social Security disability (SSD) payments. The permanent total disability (PTD) declared rate will be reduced effective xx/xx/xxxx. The PTD declared rate was $xxxx.xx and is now $xxx.xx. The injured worker should notify BWC immediately if SSD benefits are reduced or stopped.	This insert is used when the injured worker's PTD rate is being decreased, but there is no overpayment being declared.
The PTD declared rate will be reduced by $**xxx.xx** per week as a result of previous lump sum advancement awards. PTD will be paid at $**xxx.xx** per week.	This insert is used to tell the injured worker the PTD paid rate, based on the declared rate from the inserts above reduced by any previously paid lump sum advancements. Dates and amounts are entered by user.
Power of attorney (POA) insert	
In accordance with the power of attorney (POA) dated **xx/xx/xxxx**, payment of compensation for accrued benefits will be made in care of **<<attorney name and address>>**.	User enters date and representative ID number. If date is more than 18 months in the past, a pop-up will appear, telling the user that the POA is more than 18 months old and asking if the user wants to include the POA in the order.
Additional information and based on inserts	
Optional add text insert (7 lines): claims service specialist to include information about salary continuation, special contract considerations, sick leave used, employer paid benefits, etc.	This additional text allows the user to address miscellaneous issues that need to be addressed in addition to issues covered by this order.
This decision is based on: 7 lines of add text where user describes medical documentation, forms, etc. used to set wages and make payment of compensation.	The based on insert is required when any insert other than proactive allowance is chosen.

Additional allowance, wages and compensation order (Corr8C)

Appeal language	
Ohio law requires that BWC allow the injured worker or employer 14 days from the receipt of this order to file an appeal. If the injured worker and employer agree with this decision, the 14-day appeal period may be waived. Both parties may submit a signed waiver of appeal to BWC. The Request for Waiver of Appeal (C-108) is available through your local service office. Or you can log on to www.ohiobwc.com, select Injured worker, then click on Forms. **If the injured worker or the employer disagrees with this decision, either may file an appeal within 14 days of receipt of this order. Appeals are filed with the Industrial Commission of Ohio (IC), either via the internet at www.ohioic.com or at the following IC office:** **<<IC Office Name>>** **<<IC Office Address>>** **If there are any further questions concerning this decision, contact the claims service specialist listed below.** **THIS DECISION BECOMES FINAL IF A WRITTEN APPEAL IS NOT RECEIVED WITHIN 14 DAYS OF RECEIVING THIS NOTICE.**	Automatically appears on every order. System will select the correct IC office.
Standard footer	
<<First name, last initial>> **<<Service office name>>** **<<Service office address>>** **<<Service office city, state, zip>>** **Team Number:<<Team number>>** **Phone Number:<<Phone number>>** **Fax Number:<<Fax number>>** **cc: <<Employer name>>** **<<IW representative name>>** **<<Employer representative name>>**	The name and address of the person who requests the order will be used. If the person requesting the order is profiled on more than one office or team, the team number and service office name and address for the lowest number team and/or office to which the user is assigned will display. The information displayed is pulled from V3 profiles and can be updated by a team leader or service office manager.

BWC LETTERHEAD

(Project Use Only - Corr56)

90 Day INJURED WORKER NOTICE

JOHN SMITH **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **JOHN SMITH**
Claim number: **01-1234**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **ACME CORP.**
Policy number: **1234567**
Manual number: **8829**

The Ohio Bureau of Workers' Compensation (BWC) has scheduled you for an examination with an independent physician as is required by Ohio workers' compensation law when an injured worker has received 90 or more consecutive days of temporary total compensation. You are required to attend. The purpose of this exam is to determine the status of your work-related disability and to ensure that you are receiving quality medical care. BWC's goal is to make certain you are receiving the necessary care to enable you to return to work as safely and quickly as possible.

IMPORTANT NOTE: If you have returned to work or expect to return to work before the scheduled exam date, please contact me at the number listed below.

It is important for you to understand that if you do not appear for this examination, it may result in suspension of your benefits. In the event of an unforeseen, extraordinary circumstance that prevents your attendance, please contact me immediately.

A possible outcome of this exam is that BWC will determine you have reached maximum medical improvement (MMI). MMI means your condition has stabilized and no fundamental, functional, physiological or psychological changes can be expected in your condition despite continued medical treatment and/or rehabilitation. This examination will help in making that determination. You are not entitled to temporary total disability benefits if you have reached MMI.

BWC has scheduled this examination with the physician/provider listed below.

@ Dr.'s Name
@ Dr.'s Address
@ Dr.'s Phone No.
@ Dr.'s State, City, Zip

Appointment day: **Monday**
Appointment date: **02/02/2007**
Appointment time: **01:00 AM**

<< 5 lines of Free form text here >>

If your round trip to this examination/evaluation is more than 45 miles, please contact me for a travel reimbursement form. Please follow all instructions outlined on the travel expense form. Submit the form to your local BWC customer service office.

Please feel free to contact me if you have questions.

Claims Rep Team Number: **04**

MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**

Claim number: **04-350541**

CC:
ALL PARTIES

Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215-2256

Ted Strickland Governor
Marsha P. Ryan Administrator/CEO
ohiobwc.com 1-800-OHIOBWC

(Project Use Only – Corr120)

NOTICE OF REFERRAL TO THE MCO LETTER

MARTIN FLORA **02/02/1995**
125 POST RD., APT. L
SPRINGFIELD OH 45503-0000

Injured worker: **PETER M PAUL SR**
Claim number: **04-350541**
Injury date: **08/01/2004**
Claim type: **Medical Only**

Employer's name: **MARTING B FLORA**
Policy number: **1016696**
Manual number: **8829**

NOTICE OF REFERRAL TO THE MANAGED CARE ORGANIZATION

The Bureau of Workers' Compensation is referring this **<<Motion/Application>>** to the Managed Care Organization **<<MCO Name>>** for consideration of the following request:

<<Free Form Text describing what the injured worker has requested>>

<<MCO Name>> will notify all parties of their decision on the requested treatment/services. If there are any questions please contact **<<MCO Name>>** at **<<MCO 800 Number>>** or your BWC claims service specialist listed below. Please note that any additional requests for treatment/services should be sent directly to your Managed Care Organization.

Attachments:
<<Free Form Text>>

REQUESTOR
MEDICAL ONLY CLAIMS
30 W SPRING ST
COLUMBUS OH 43215-2241

Team Number: **04**
Phone Number: **(614) 728-2940**
Fax Number: **(614) 752-2927**