

REQUEST FOR PROPOSALS

RFP NUMBER: CSP904511
INDEX NUMBER: LOT001
UNSPSC CATEGORY: 80101603

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

Strategic Advisory Services

Calendar of Events

INQUIRY PERIOD BEGINS: February 18, 2011
INQUIRY PERIOD ENDS: March 3, 2011 at 8:00 a.m.
PROPOSAL DUE DATE: March 7, 2011 by 1:00 p.m.
OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

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

CONTRACT TERMS AND CONDITIONS. Contract Terms and Conditions are a part of the Request for Proposals. Copies may be downloaded by clicking on this link: [RFP Terms and Conditions.](#)

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PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Lottery Commission (the Agency), is soliciting competitive sealed proposals (Proposals) for Strategic Advisory Services for the purpose of maximizing revenues derived from gaming industry operations authorized by the State, and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

Once awarded, the term of the Contract will be from the award date through March 1, 2012. The State may solely renew this Contract at the discretion of DAS for any period of time up to one year. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed one year and is subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

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

BACKGROUND. The Ohio Lottery Commission (OLC) was established in 1974. In 1988, legislation created the Lottery Profits Education Fund mandating that all lottery profits be directed to the education fund. Since its inception, the OLC has generated over \$17 billion in profits. In fiscal year 2010 alone, the OLC transferred more than \$728.6 million to the Lottery Profits Education Fund on sales of \$2.48 billion.

In addition to the lottery, other legalized gaming in Ohio includes pari-mutuel horse racing at seven facilities under the control of the Ohio Racing Commission. Charitable Gaming including bingo games, poker tournaments, and pull-tab sales are licensed and monitored by the OLC and are regulated under the Office of the Attorney General.

In June 2009, the State's biennial budget passed as H.B. 1, ORC 3770.03 (A), included a provision authorizing the OLC to implement a Video Lottery Terminal (VLT) program at the seven licensed racetracks. In November 2009, the voters of the state of Ohio passed the Issue 3 Ballot Initiative and approved four permanent land-based casinos to be operated under the following general parameters:

1. Each casino will pay an upfront license fee of \$50 million.
2. Each casino will make infrastructure investments of \$250 million.
3. 33 percent of gross casino revenue is to be allocated in accordance with the Constitutional and statutory requirements pertaining to the casino tax rate.
4. The casinos are authorized to offer full scale casino games (i.e. VLT/slots, card games, dice games) in designated locations in Cincinnati, Cleveland, Columbus and Toledo.

Enabling legislation has been passed establishing a Casino Control Commission (CCC) to regulate the four commercial facilities. No rules or regulations have been promulgated as of the release date of this document.

The OLC is prepared to award a separate contract to perform an economic assessment and review regarding the feasibility of Ohio's racetrack VLT program. The Contractor may be asked for input into that contract's deliverables.

OBJECTIVE. The Department of Administrative Services, on behalf of the OLC, wishes to obtain and engage expert financial, analytical, and negotiation services to assist the State in maximizing revenue from expanded gaming operations, particularly regarding the aforementioned casino and VLT operations.

QUALIFIED APPLICANTS. Offerors must demonstrate experience working directly with high level governmental and private sector officials in areas of capital projects that involve private and public sector collaboration. Experience in the areas of law, government, finance, and the gaming industry is required.

CALENDAR OF EVENTS. The schedule for the Project is listed on the front page of the RFP, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. No contact shall be made with agency/program staff until contract award is announced.

PART TWO: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP.

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

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. Any inquiry regarding this RFP should be directed to the OPS through the State Procurement Web site at www.procure.ohio.gov/. Use the "Find it Fast" link and search using the RFP Number found on Page 1 of the document. DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are about existing or past contracts.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site. Offerors may view addenda at www.procure.ohio.gov/. Use the "Find it Fast" link and search using the RFP Number found on Page 1 of the document. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

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

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP904511 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP904511 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one original, completed and signed in blue ink, and five copies for a total of six Proposal packages.

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

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. DAS will reject late proposals regardless of the cause for the delay. Once opened, Proposals cannot be altered, except as allowed by this RFP. By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

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

DAS may reject any Proposal if the Offeror takes exception to the [RFP Terms and Conditions](#) of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP.

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

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

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

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

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

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

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

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

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

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

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

PROTESTS. Any bidder who is not in agreement with the competitive sealed proposal process used to make the award may file a protest. The protest must be timely and submitted in writing to the Procurement Services Administrator. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than the Procurement Services Administrator may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by Procurement Services as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by DAS to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the Procurement Services Administrator. The decision of the Administrator shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

PART THREE: EVALUATION OF PROPOSALS

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

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an independent third party consultant with technical or professional experience that relates to the Work (Independent Consultant). Based on criteria and weight assigned to each criterion contained in this Part of the RFP, the Independent Consultant will review, evaluate, and rate each of the Proposals forwarded and prepare selection recommendations for DAS's acceptance and contracting action.

The review and evaluation of the Proposals or portions of them may also include input from various State personnel with technical or professional experience that relates to the Work or to an evaluation criterion.

The evaluation process will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. DAS will document the evaluation results for each Proposal considered and make these a part of the Contract file.

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

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

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

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

If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.

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

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

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	80 Points
Proposal Cost	20 Points
Total	100 Points

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

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

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

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

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

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

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

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

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criteria	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Understanding of Requirements			
The Offeror demonstrates in its cover letter its understanding of the Scope of Work, services required, and standards expected.	1		
Offeror Profile			
The Offeror's experience in providing strategic advisory services in law, governmental, operations and finances pertaining to the gaming industry, as well as revenue maximization negotiation, within the previous five years as documented in Attachment Four B, Offeror Prior Project Form.	6		
Staffing Plan			
Qualifications and experience of the primary account project manager and key staff demonstrating involvement in high profile or high level capital projects that involve the necessity for private and public sector collaboration. Expertise in the financial operation of casinos and/or similar gaming operations, and demonstrable experience in negotiating terms, conditions and fees associated with the licensing of gaming businesses is required.	9		

Total Technical Score: _____

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

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

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

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

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

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

Cost Score: _____

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

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

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

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

PART FOUR: AWARD OF THE CONTRACT

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

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

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

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

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

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

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

- I. SCOPE OF WORK. The OLC is seeking strategic advisory services in support of business negotiations on behalf of the State, the OLC, and the CCC to achieve the highest financial return to the state from expanded gaming offerings.
 - A. CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.
 - B. GENERAL REQUIREMENTS. The Contractor agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future.
 - C. RESOURCES. Informational resources are available to prospective Offerors, for informational purposes, at the following URL addresses/hyperlinks:

The Ohio Lottery Commission at www.ohiolottery.com
[Analysis of the 2009 Ohio Casino Initiative](#)
Contract Terms and Conditions at [RFP Terms and Conditions](#)

- D. PROJECT DESCRIPTION AND REQUIREMENTS. The Offeror shall identify a primary project manager to coordinate the Offeror's work efforts. The project manager shall have demonstrable negotiation experience in high profile or high level capital projects that required the collaboration between governmental and private sector officials. It is required that the Offeror have expertise in the financial operation of casinos and similar gaming operations, and demonstrable experience in negotiating terms, conditions and fees associated with the licensing of gaming businesses.

The project manager will be required to affirm that he or she is free of conflicts of interest with respect to employment or financial benefit.

The Contractor and the State will monitor and mutually agree on a forward-going basis the hours necessary to conduct the preparation, research, or negotiation. The direction of the work will be subject to adjustment.

The Contractor shall review and have a thorough understanding of Chapter 3770 of the Ohio Revised Code, the enabling statutes of the Lottery Commission and the Casino Control Commission, as well as drafted Administrative Code Rules.

The Contractor shall use its expertise to proactively identify, quantify and pursue opportunities to maximize revenue for the state in its expanded gaming operations.

The Contractor shall benchmark within the gaming industry licensing, commission/tax rates, and infrastructure investments for negotiation purposes.

The Contractor shall interact with OLC, DAS, and CCC and coordinate stakeholder meetings to facilitate the negotiation between the State, the licensed racetrack permit holders, and the corporations authorized by ballot Issue 3 to operate casinos. The Contractor must be experienced in interactions with senior level government officials and corporate officers in written and oral formats. It is expected that the Offeror will designate one (1) individual as the primary contact for the Project. The qualifications and experience of that person will be a key component of the evaluation process.

Although a corporate entity may hold ownership in multiple properties, the Offeror should be prepared to negotiate separately for each of the eleven facilities on any or all of the following topics:

1. Fees to be paid to apply for a license and to license each facility at which gaming occurs.
2. Fees to be paid for processing licenses for corporations and individuals holding positions deemed as key to the operations either through ownership or through position. Fees may include costs for

corporate or individual financial review, costs for conducting background investigations, and costs related to review of institutional investors.

3. Licensing terms including length and renewals for corporations and individuals.
4. Infrastructure investment requirements including dollar amounts, ongoing commitments, support for Ohio-based or disadvantaged businesses, and monitoring / reporting to the State.
5. VLT/Slot and Table Game rules including quantity and types of games offered; security and auditing requirements; testing and reporting standards; as well as transferability of equipment between venues.

- E. COMMUNICATION AND FINAL REPORTING. It is expected that the Offeror will designate one individual as the primary contact for the Project. If there is an unexpected interruption in the services provided by the primary person, a back-up person of comparable qualification must be available to continue and complete the project, in accordance with the replacement personnel provisions of the state's standard terms and conditions.

The successful Contractor shall provide the state with status reports as requested by the OLC.

- F. BILLING/PAYMENT. The Contractor shall submit a monthly invoice for the completed objectives.

The state shall process invoices for payment within 30 days of receiving the invoice.

- G. OLC RESPONSIBILITIES. The OLC and the state shall:

1. Coordinate and communicate with the successful Offeror as necessary to implement the Project.
2. Coordinate any necessary or required meetings with the successful Offeror.
3. Make available to the successful Offeror the personnel, equipment, and data resources necessary to complete this project. The Offeror is requested to identify the likely level of support necessary from the OLC.
4. Process payment to the Contractor for services rendered in accordance with the terms of the Contract.

PART TWO: SPECIAL PROVISIONS

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

REIMBURSABLE EXPENSES. None.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

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

1. Cover Letter and Mandatory Requirements
2. Signed Contracts
3. Offeror Profile and Prior Projects
4. Staffing Plan
5. Support Requirements
6. Conflict of Interest Statement
7. Assumptions
8. Required Documentation
 - a. Proof of Insurance
 - b. W-9 Form and Additional Vendor Information Form
 - c. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
 - d. Affirmative Action Plan
 - e. Banning the Expenditure of Public Funds on Offshore Services
 - f. Payment Address
 - g. Contractor Performance
9. Cost Summary Form

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - c. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - d. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 1. The subcontractor's legal status, tax identification number, and principal place of business address.
 2. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 3. A description of the work the subcontractor will do.
 4. A commitment to do the work if the Offeror is selected.
 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 6. A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.
 - e. A statement that the Offeror has not taken any exception to the [RFP Terms and Conditions](#).
 - f. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 1. An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 2. A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled,

shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

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

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

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

2. Signed Contracts. The Offeror must provide two originally signed, blue ink copies of the included Contract, Attachment Three. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal.
3. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. Offer should include any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response.

Offerors should include current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in projects of similar nature, size, complexity and scope over the last five years. Details of the similarities must be included. The Offeror must use Attachment Four B to detail each of the projects cited. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The State may contact the references listed on Attachment Four B. When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in the nature, size, and scope of the Work. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

4. Staffing Plan. The Offeror must identify all key personnel required to do the Project and their responsibilities on the Project. In addition, the plan must have the following information:
 - a. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
 - b. A discussion of the Offeror's ability to provide qualified replacement personnel.
 - c. Completed Offeror Candidate Forms
 1. Attachment Five A – Education and Training. This section must be completed to list the education and training of the proposed candidates and will 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. Must include copies of any pertinent licenses and or certificates.
 2. Attachment Five B – Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

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

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

6. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
7. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
8. Required Documentation. In this section, the Offeror must provide the following required documentation:
 - a. Proof of Insurance. The Offeror must provide the certificate of insurance required by the General Terms & Conditions. The policy may be written on an occurrence or claims made basis.
 - b. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
 - c. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
 1. Register with the Ohio Business Gateway (OBG) at: <http://obg.ohio.gov>
 2. Review the Terrorist Exclusion List at: http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
 3. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at: <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven calendar days, after notification, to submit the form.

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

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

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

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

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

- e. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Seven) to abide with Executive Order 2010-009S, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

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

- f. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.

- g. Contract Performance. The Offeror must complete Attachment Six, Offeror Performance Form.
9. Cost Summary Form. The Cost Summary Form (Attachment Eight) must be submitted with the Offeror's Proposal. The Offeror's total hourly cost for the duration of the Project must be represented as a firm fixed price. This hourly rate must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

ATTACHMENT THREE
CONTRACT

This Contract, which results from RFP CSP904511, entitled Strategic Advisory Services is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Lottery Commission (the "State") and

(the "Contractor").

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

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

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

This Contract has an effective date of the later of April 1, 2011 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

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

ATTACHMENT FOUR A
OFFEROR PROFILE FORM

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

ATTACHMENT FOUR B
OFFEROR PRIOR PROJECT FORM

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

The Offeror must document previous experience and expertise in projects of similar nature, size, complexity and scope over the last five years. Details of the similarities must be included. A separate Attachment Four B must be filled out completely for each of the projects being provided as evidence of such experience and expertise. The Offeror must use this form and fill it out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE A
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT FIVE B
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

ATTACHMENT SIX
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no for each item.

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

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

ATTACHMENT SEVEN
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following Web site:
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. The Offeror's Proposal will not be considered. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

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

(Address) (Address, City, State, Zip)

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

(Name) (Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

ATTACHMENT EIGHT
COST SUMMARY FORM

Strategic Advisory Services
CSP904511

UNSPSC CATEGORY CODE: **80101603**

Description	Cost
Hourly Rate	\$

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

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

The State shall not be liable for any costs the Offeror does not identify in its Proposal. There will be no additional reimbursement for travel or other related expenses.

All costs must be in U.S. Dollars.