

NOTICE

The following RFP is available for informational purposes and is only part of the entire contract. The entire contract is not available online.

The Contract consists of this RFP, written amendments to this 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.

Purchase orders, 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.

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REQUEST FOR PROPOSALS

RFP NUMBER: 0A05010
DATE ISSUED: April 15, 2005

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Department of Public Safety, Bureau of Motor Vehicles is requesting proposals for:

AUTOMATED TITLE PROCESSING SYSTEM COUNTY CLERK HARDWARE REFRESH

INQUIRY PERIOD BEGINS: April 15, 2005
INQUIRY PERIOD ENDS: May 10 2005
OPENING DATE: May 12, 2005
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Investment and Government Division
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: April 22, 2005, at 9:00 a.m.
SITE VISIT DATE: April 22, 2005, at 1:30 p.m.

This RFP consists of five (5) Parts and twelve (12) Attachments, totaling one hundred and twelve (112) consecutively numbered pages. Supplements are also attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (the Revised Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code) and subparagraph (2) (b) (vii) of executive order 2004-02T. The Ohio Department of Public Safety (ODPS), Bureau of Motor Vehicles (BMV) has asked the Office of Information Technology (OIT) to solicit competitive sealed proposals (Proposals) for their Automated Title Processing System County Clerk Hardware Refresh (the Work), 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 OIT, may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand. **The “Project Equipment & Software Deliverables Complete” date of October 28, 2005 cannot be extended.**

Once awarded, the term of the Contract will be from the award date through the end of the three-year service maintenance warranty period. The State may obtain a maximum of two (2) optional annual service maintenance contracts for up to an additional two (2) fiscal years, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of ODPS.

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 the State refusing to consider the Proposal of the offeror.

Background. The County Clerks of the Court of Common Pleas (Clerks) issue, by law, titles for motor vehicles according to the rules of the Registrar of Motor Vehicles. As stated in the Revised Code, Section 4505.02, “The registrar of motor vehicles shall issue rules as he deems necessary to ensure uniform and orderly operation of [title issuance]..., and the Clerks of the Court of Common Pleas shall conform thereto.” “Motor vehicle” has the same meaning as defined in O.R.C. 4501.01(B) and 4505.01(A)(2). Generally, “motor vehicle” means any vehicle, including manufactured homes, recreational vehicle and trailers and semi-trailers whose weight exceeds four-thousand pounds, propelled or drawn by power other than muscular power or power collected from overhead electric trolley wires except vehicles specifically excluded by statute. The Clerks issue certificates of title, with one copy filed at the Clerk’s office and the original issued to the title holder.

The first statewide Automated Title Processing System (ATPS) in Ohio was implemented beginning in April 1992, and the final county was automated in March 1993. The second generation system was installed in early 2000 after a complete rewrite of the application. The existing ATPS architecture includes an Intel processor based server in each county and an Intel Unixware based server in Columbus. Supplement 5 depicts the relationship of these systems.

The ATPS application at the Clerks sites is currently running on a Windows NT Server (Service Pack 6a) operating system. Oracle Release 8.0.5 is the database engine used on these systems. Each county has Windows NT or XP Pro workstations, IBM model 4247 line printers, and at least one laser printer. Some of the Clerks offices also have IBM 6400 model line printers. Most counties have one title issuance location (main title office), while some also have one or more “branch office” title issuing locations. All processing in each county occurs through one server at that Clerks main title office (The County Oracle data is a ‘snapshot’ that is replicated in real time to the Central ‘master’ Oracle database). Branch office workstations and printer devices communicate with the main title office server. The data generated and utilized during the issuance of titles is stored locally and that data is then replicated (through Oracle’s advanced replication feature) to a central database in Columbus at the State level.

The (Columbus) central database is used to manage statewide title data. Real-time inquiry access is provided to the statewide central database for the Clerks and law enforcement. This system supplies a statewide electronic database that is used for:

- transferring titles between counties,
- updating Ohio titles transferred out-of-state,
- inquiry of information at a statewide level,
- indexing central title information as required by law, and
- transferring daily, weekly, monthly, and yearly electronic reports to the Bureau of Motor Vehicles and other agencies within the State.

Objectives. The State has the following objectives that it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives.

- Provide State of Ohio County Clerks Offices located throughout the State with upgraded equipment (upgraded servers, and backup and UPS units) and software that supports their Automated Title Processing System (ATPS)
- Improve ATPS networking for more efficient remote network management
- Migrate Oracle county-specific data and perform 'fast refresh' for data replication
- Maintain normal County Clerks offices business hours throughout this entire refresh process
- Provide direct OEM warranty and maintenance service and support for servers, and backup and UPS units for up to five (5) years
- Complete project successfully by October 28, 2005

Overview of the Project's Scope of Work. The scope of work for the Project is provided in Attachment One: 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.

- Provide, install and replace server, tape library backup, UPS hardware, and specified software for each of the eighty-eight (88) County Clerks of the Court of Common Pleas offices located throughout the State. Provide thirteen (13) servers, two (2) tape library backups, and two (2) UPS units at the Columbus central site. Provide a grand total of one hundred and one (101) servers, ninety (90) tape library backups, and ninety (90) UPS units.
- Provide collective technical expertise to meet hardware, Oracle database and tape library backup software, NT networking, and Microsoft operating system installation, upgrade, conversion, and migration requirements
- Provide project management expertise to manage the project and meet the installation completion timeframes
- Perform required Clerks offices work identified **BEFORE OR AFTER** the Clerks offices normal working hours
- Commit to and obtain direct OEM warranty and maintenance agreements to provide thirty-six (36) months of service and support for the new servers, tape library backups, and UPS units with the option to renew maintenance annually for up to two (2) times

Calendar of Events. The schedule for the 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 amendment, available through the State Procurement Web site procurement opportunity detail page for this RFP, and the 'What's New, Opportunity Updates' page at <http://procure.ohio.gov/proc/viewWhatsNewSolicitations.asp>, under the 'Latest Action' column. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site procurement opportunity detail page for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	April 15, 2005
Inquiry Period Begins:	April 15, 2005
Pre-Proposal Conference Date:	April 22, 2005, at 9:00 a.m.

Site Visit Date: April 22, 2005, at 1:30 p.m.
Inquiry Period Ends: May 10, 2005, at 8:00 a.m.
Proposal Due Date: May 12, 2005, at 11:00 a.m.

Estimated Dates

Issuance of Purchase Order: June 6, 2005

Estimated Project Dates

Project Work Begins: June 13, 2005

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, 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 (5) Parts and has twelve (12) Attachments. The Parts and Attachments are listed below. There also may be 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 Project Requirements and Special Provisions
 - Part One Project Requirements
 - Part Two Special Provisions
- Attachment Two Requirements for Proposals
- Attachment Three General Terms and Conditions
 - Part One Performance and Payment
 - Part Two Project & Contract Administration
 - Part Three Ownership & Handling of Intellectual Property & Confidential Information
 - Part Four Representations, Warranties and Liabilities
 - Part Five Acceptance and Maintenance
 - Part Six Construction
 - Part Seven Law & Courts
- Attachment Four Sample Contract
- Attachment Five Sample Deliverable Submittal & Acceptance (Deliverable Sign-Off Form)
- Attachment Six Offeror Profile Summary
 - 6-A Offeror Mandatory Requirements - **INTENTIONALLY OMITTED**
 - 6-B Offeror Requirements
 - 6-C Offeror Desirable Requirements - **INTENTIONALLY OMITTED**
- Attachment Seven Subcontractor Profile Summary
 - 7-A Subcontractor Mandatory Requirements - **INTENTIONALLY OMITTED**
 - 7-B Subcontractor Requirements
 - 7-C Subcontractor Desirable Requirements - **INTENTIONALLY OMITTED**
- Attachment Eight Contractor Performance Form
- Attachment Nine Personnel Profile Summary
 - 9-A Candidate References
 - 9-B Candidate Education & Training
 - 9-C Candidate Mandatory Requirements
 - 9-D Candidate Requirements - **INTENTIONALLY OMITTED**
 - 9-E Candidate Desirable Requirements
- Attachment Ten System Development Life Cycle (SDLC) Overview - **INTENTIONALLY OMITTED**
- Attachment Eleven Hardware/Software Requirements
- Attachment Twelve Cost Summary

Supplements

- Supplement One W-9 Form
- Supplement Two County Office Hours
- Supplement Three Implementation Plan Matrix
- Supplement Four County Maintenance/Replacement Response Times
- Supplement Five Current Automated Title System Diagram

PART THREE: GENERAL INSTRUCTIONS

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

Contacts. The following person will represent the State:

Acquisition Management Procurement Representative:

Martha Vohlers, Acquisition Analyst
Office of Information Technology
Investment and Governance Division
Acquisition Management Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

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

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

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin 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; and
- Click the "Submit" button.

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

Offerors may view inquiries and responses using the following process:

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

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

Pre-Proposal Conference.

A Pre-Proposal Conference will be held on Friday, April 22, 2005, at 9:00 a.m., in the Lobby Hearing Room of the Rhodes State Office Tower, 1st floor, 30 East Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Site Visit.

An optional on-site visit to the Franklin County Main Title Office, at 45 Great Southern Boulevard, Columbus, Ohio 43207, will be scheduled on Friday, April 22, 2005, at 1:30 p.m. in the afternoon after the pre-proposal conference. If interested in attending, please send one (1) representative per company. Directions and details will be provided at the pre-proposal conference.

Cell phones are allowed. Recorders are permissible as long as the vendor agrees the use of any recording is solely for the purpose of the ATPS Hardware Replacement project.

All questions and answers will be held until after the tour of the facility. At that time a question and answer meeting will be held in a Franklin County Main Title Office conference room. Questions taken under advisement during the site visit must be submitted by prospective offerors using the inquiry process. A response will be provided in the Question and Answer section of the procurement opportunity detail page on the State Procurement Web site described in Part Three. At no time prior to or after the site visit, will offerors obtain answers from facility personnel. Offeror questions that arise before and after the site visit must be addressed via the question and answer process detailed in this RFP.

Amendments to the RFP. If the State decides to revise this RFP before the Proposal due date, amendments will be announced on the State Procurement Web site.

Offerors may view amendments using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click 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. Amendment 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, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after Proposals have been submitted, the State will permit offerors to withdraw their Proposals within 10 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 that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the State makes an amendment after the Proposal due date, the State will tell all offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the State amends the RFP after the Proposal due date, an offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the amendment 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 the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State 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. The technical proposal must be submitted as a separate package from the cost proposal and each proposal must be submitted in its own separate opaque package. Nine (9) completed, sealed, and signed technical proposal packages and one (1) completed, sealed, and signed cost proposal package must be submitted. Each technical proposal package must be clearly marked "ODPS Automated Title Processing System County Hardware Refresh Proposal RFP – Technical Proposal" on the outside of each technical proposal package's envelope. The cost proposal package must be clearly marked "ODPS Automated Title Processing System County Hardware Refresh Proposal RFP – Cost Proposal" on the outside of each cost proposal package's envelope.

Included in the sealed package, the offeror must also submit a copy of the Proposals on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and 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 11:00 a.m. Proposals submitted by email or fax are not acceptable and will not be considered. Proposals must be submitted to:

Office of Information Technology
Investment and Governance Division
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Additionally, offerors must allow for potential delays due to increased security. The Ohio Building Authority plans on stationing x-ray equipment on the Rhodes Tower loading dock in March 2005 and using it to x-ray in-coming deliveries and mail. As of March 1, 2005 loading dock hours will be from 7:00 am to 5:00 pm. Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, once the x-ray equipment is operational, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Moreover, any visitors attempting to bring packages through the Rhodes Tower lobby entrance that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, 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, 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. The State 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.

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 ORC 9.24 at the time of its submission. Additionally, the offeror warrants that it will notify OIT 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. And 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 Three, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror's Proposal fails to meet any requirement of this RFP. The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

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 Contract has been awarded.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

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 that it is in the State's interests and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State accepts multiple Proposals from a single offeror, but the State requires each such Proposal to 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. The State will judge each alternate Proposal on its own merit.

Amendments to Proposals. Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment 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 attachment(s) to this RFP.

The State wants clear and concise Proposals. But offerors should take care to completely answer questions and meet the RFP's requirements.

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

The State will not be liable for any costs incurred by an offeror in responding to this RFP, 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 by issuing another RFP.

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. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State 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.

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, or that the State believes is excessive in price or otherwise not in its interests to consider or 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 four distinct phases:

1. The Acquisition Management procurement representative's initial review of all Proposals for defects;
2. The State's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

The State may decide whether phases three and four are necessary. But the State has the right to eliminate or add phases three or four at any time in the evaluation process. The State also may add or remove sub-phases to phases 2 through 4 at anytime if the State believes doing so will improve the evaluation process.

Clarifications & Corrections. During the evaluation process, the State may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the offeror's proposal being disqualified.

Reference Checks. The State may conduct reference checks to verify and validate the offeror's or proposed candidates past performance. Reference checks indicating poor or failed performance by the offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the offeror's previous contract performance including but not limited to its performance with other local, state and federal entities. The State reserves the right to check references other than those provided in the offerors Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the offeror.

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

Initial Review. The Acquisition Management procurement representative will review all Proposals for their format and completeness. The Acquisition Management procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an offeror to submit a correction.

If the Auditor of State does not certify a Proposal due to lateness, the Acquisition Management procurement representative will not open it or evaluate it for format or completeness.

The Acquisition Management procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Acquisition Management procurement representative will chair.

State Review of the Proposals. The State will evaluate each Proposal that the Acquisition Management procurement representative has determined is timely, complete and properly formatted. The evaluation will be

according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

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

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal, in which the offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. Those offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the State’s discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the State may ask an offeror to correct, revise, or clarify any portions of its Proposal.

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

Proposal Evaluation Criteria. In the Proposal evaluation phase, the State will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

TABLE 1

Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
		[0]	[5]	[7]	[9]
OFFEROR PROFILE	4.50				
Cover Letter/Executive Summary	0.50				
Offeror Requirements (See Table 2 for specific criteria)	2.00				
Subcontractor Requirements (See Table 3 for specific criteria)	2.00				
TECHNICAL	23.50				
Hardware	9.00				
Server	5.00				
UPS	1.00				
Backup/Restore tape library	3.00				
Software	6.00				
Backup/Restore	6.00				
Installation Services	8.50				
Hardware installation	2.50				
Windows Operating System	2.00				
Oracle 8i & 9i	2.00				
ATPS application software installation	2.00				
MANAGEMENT APPROACH	18.00				
Staffing plan	3.00				

Project Manager (See Table 4 for specific criteria)	2.00				
Database Manager (See Table 5 for specific criteria)	2.00				
Microsoft Windows Expert (See Table 6 for specific criteria)	2.00				
Project management methodology	3.00				
Work plan	3.00				
Schedule	3.00				
IMPLEMENTATION APPROACH	16.00				
System implementation plan	5.50				
Database conversion/migration plan	10.50				
MAINTENANCE & SUPPORT	5.00				
Server, UPS, and Tape Library Backup maintenance plan	5.00				
TOTAL	67.00				

The Evaluation Committee will select a score of zero [0] Does Not Meet, five [5] Meets, seven [7] Exceeds, or nine [9] Greatly Exceeds, to each criteria listed in the above table.

Cost Summary			33.00%		0.00
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The cost summary will be included as thirty-three per cent (33%) of the grand total.

Criteria Total			67.00%		0.00
Cost Summary Total			33.00%		0.00
Grand Total			100.00%		

The grand total will consist of the Criteria Total (67%) and the Cost Summary Total (33%).

The following tables contain specific evaluation criteria to be used for the Offeror's Requirements, Subcontractor's Requirements, Project Manager, Database Manager, Microsoft Windows Expert, and the Field Implementation Team.

TABLE 2

OFFEROR REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
At least three (3) projects of similar size and scope, which the offeror has managed, that require the same or similar training and experience. Offerors should describe how the project is similar in size and scope and note any unusual characteristics of the project effort.	1.0	0	5	7	9
At least one (1) project involving a hardware procurement and	1.0	0	5	7	9

server replacement/upgrade including a database restructure and migration similar to the requirements in this RFP, which the offeror has completed within the past five (5) years. The project must have included the installation or replacement of servers in at least thirty (30) locations.					
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TABLE 3

SUBCONTRACTOR REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
At least three (3) projects of similar size and scope, which the subcontractor has performed its proposed role, that requires the same or similar training and experience. Subcontractor's should describe how the project is similar in size and scope and note any unusual characteristics of the project effort.	1.0	0	5	7	9
At least one (1) project involving a hardware procurement and server replacement/upgrade including a database restructure and migration similar to the requirements in this RFP, which the subcontractor has performed its proposed role within the past five (5) years. The project must have included the installation or replacement of servers in at least thirty (30) locations.	1.0	0	5	7	9

TABLE 4

PROJECT MANAGER - MANDATORY REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of twenty-four (24) months full-time experience as a Project Manager in the last sixty (60) months	0.3	Reject	5	7	9
Experience as a Project Manager from project initiation through completion on at least one (1) server-based software development and implementation, or server-based hardware installation project of at least twelve (12) months duration	0.7	Reject	5	7	9
Experience as a Project Manager on a project of similar size and scope to the Project during which the Project Manager delivered the project on time and within budget. <i>List experience involving a server-based hardware and/or software installation and implementation that is geographically dispersed throughout the State where the deployment included at least thirty (30) sites – include technical information concerning the software and hardware environment implemented. Explain how historical or legacy data was migrated to the new server environment in a short time frame. Describe how problems were resolved, relative to the geographically dispersed installation sites. Also describe how multiple sites were implemented concurrently.</i>	0.7	Reject	5	7	9
Experience in risk assessment and mitigation strategies and techniques	0.3	Reject	5	7	9

PROJECT MANAGER - Desirable Requirements					
Project Management Institute (PMI) certification	0.25		5		
Project Management Certification other than PMI	0.25		5		

TABLE 5

DATABASE MANAGER - MANDATORY REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of thirty-six (36) months full-time experience as a Database Manager in the last sixty (60) months	0.5	Reject	5	7	9
Experience as a Database Manager on at least one (1) project of similar size and scope to the Project	0.5	Reject	5	7	9
Experience on at least one (1) project demonstrating proficiency that includes, but is not limited to, the Oracle Import/Export Utility, Database Creation, Oracle SQL/Database, Oracle Networking, Windows System Administration, Windows Command Line Scripting, Oracle Advanced Replication Knowledge and Oracle Database Migration and Backup. In addition, the offeror's Oracle technician(s) must be proficient in troubleshooting these Oracle processes specific to the upgrading of the Oracle database version. The completed Personnel Profile Summary form should specifically address each item listed above and may include information regarding additional proficiency areas.	1.0	Reject	5	7	9
DATABASE MANAGER - Desirable Requirements					
Oracle Professional Certification– Specify: 8i or 9i	0.25		5		
Oracle Associate Certification– Specify: 8i or 9i	0.25		3		

TABLE 6

MICROSOFT WINDOWS EXPERT -MANDATORY REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of 24 months full-time experience installing, configuring and administering Microsoft Windows 2000 Server in the last 36 months.	0.2	Reject	5	7	9
A minimum of 12 months full-time experience in infrastructure design in Windows 2000 Directory Services in the last 24 months.	0.3	Reject	5	7	9
Demonstrated experience in Windows 2000 Server administration and design of Directory Services on at least one (1) project of similar size and scope to the Project during which the Candidate delivered the project on time and within budget. <i>List experience involving a Windows 2000 Directory Services design, installation and implementation over a wide geographical area where the deployment included at least thirty (30) sites – include technical information concerning the software and hardware environment implemented. Explain how historical or legacy domain (NT) was migrated to the new</i>	0.8	Reject	5	7	9

<i>directory services server environment in a short time frame; indicate release/version upgrade information. Describe how problems were resolved, relative to the geographically dispersed installation sites. Also describe how multiple sites were implemented concurrently.</i>					
Demonstrated proficiency on at least one (1) project with Microsoft Windows 2000 Administration and design of Microsoft Directory Services. In addition, show proficient performance in tuning and troubleshooting.	0.7	Reject	5	7	9
Microsoft Windows Expert - DESIRABLE Requirements					
MCSE Windows Certification - Windows 2000 Server	0.25	0	5		
MCSA Windows Certification - Windows 2000 Server	0.25	0	3		

Prior to completing any implementation activities in the field, the Contractor awarded the Contract must provide ODPS with names and resumes for all proposed Field Implementation Team Members. The Contractor must demonstrate that each person on the team meets the minimum experience requirements required for the position. Each implementation team deployed to a Clerks site must also meet the collective experience requirements provided in the table below.

FIELD IMPLEMENTATION TEAM MEMBERS - MANDATORY REQUIREMENTS
A minimum of six (6) months full-time experience as a computer technician performing work similar to the requirements of the Project in the last twelve (12) months.
<i>Each team to be deployed to a Clerks site must collectively demonstrate experience with installing server and UPS hardware, and operating system, database and application software, as well as loading, importing and/or migrating data into an Oracle database.</i>
A minimum of six (6) months experience installing and configuring MS Server 2000, MS Server 2002 and/or MS Server 2003
FIELD IMPLEMENTATION TEAM MEMBERS - Desirable Requirements
Oracle Certification (Specify: [8i, 9i or 10g] Associate; Professional; Professional and Master)
Microsoft OS Certification (Specify: MCSA; MCSE)

NOTE: Impact of Subcontractor Scoring - If one or more offeror proposals submitted include subcontractors, points may be awarded in those offeror proposal subcontractor requirements. For those offeror proposals that do not have subcontractors included, they will generally receive the same score for the subcontractor requirements as awarded for the offeror references and offeror profile summary sections. When no subcontractors are proposed and based on the information provided in the offeror profile summary and offeror references, the committee may determine that the scores should be adjusted accordingly. When evaluating the subcontractor requirements, the evaluation committee will consider factors, including but not limited to, the size and scope of the project referenced, its similarity to ATPS, the subcontractor's role and responsibility on the referenced project and the subcontractor's relevant experience on projects similar to ATPS.

Any offeror Proposal that submits more than one subcontractor will receive one collective score for all subcontractors.

Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal will be considered. But it is within the State's discretion to wait to factor in a Proposal's cost until after any interviews,

presentations and discussions. 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. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The cost evaluation compares the offeror's proposed cost to the lowest cost Proposal under consideration. The lowest cost Proposal will receive the full 165 points available for the cost component of the evaluation. The other Proposals will receive a percentage of the available 165 cost points based upon the amount the proposed cost is above the lowest cost. The formula calculation is as follows:

$$1 - ((\text{Offeror's cost} - \text{Lowest Cost}) / \text{Lowest Cost}) \times C$$

where C is a number equal to 33% of the total weighted meets evaluation available. The value of C is 165 points.

Thus, an offeror's cost that is 50% higher than the lowest cost Proposal under consideration will receive 50% of the available 165 cost points, which is 82.5 points. An offeror's cost that is double the lowest cost will receive 0% of the available 165 cost points.

One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered 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 are also moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities. Alternatively, if there are to be no more phases because the State feels they are unnecessary or inappropriate, the highest-ranking Proposal will be awarded the Contract.

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

This RFP 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 the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

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 the State's 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. But 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 that 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. But before doing so, the State must notify the offeror of the situation and give the offeror an opportunity to cure the critical mandatory requirement.

If the offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. But if the offeror is unwilling or unable to cure 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.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in the Proposal contents attachment. But if the Proposal contents

attachment does not make this an express requirement, the State may still 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.

In evaluating an offeror's financial ability, the weight the State assigns, if any, to that financial ability will depend on whether the offeror's financial position is adequate or inadequate. That is, if the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant, depending on the nature of the Work. But if the State believes the offeror's financial ability is not adequate, that decision will be a fatal one for the offeror's Proposal, and the State may reject the Proposal despite its other merits.

Interviews, Demonstrations, and Presentations. The State may require some offerors to interview, make a presentation about their Proposal, or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software or solution; or
- 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 State. These will be held at ODPS in the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223. The State may record any presentations, demonstrations, and interviews.

The State normally will not rank interviews, demonstrations, and presentations. Rather, the State may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

Determination of Responsibility. The State may review the highest-ranking offeror or its key team members to ensure that the offeror is responsible. The Contract may not be awarded to an offeror that is determined to be not responsible. The State's determination of an offeror's responsibility may include the following factors: the offeror's and its key team members' experience, past conduct on previous Contracts, past performance on previous Contracts, ability to execute this Contract properly and management skill. The State will make such determination of responsibility based on the offeror's proposal, reference evaluations and any other information the State requests or determines to be relevant.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the State at ODPS in the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the State 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. Should the evaluation process have resulted 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 may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State 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, the State 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.

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 submission of best and final Proposals by the remaining offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the State makes a written determination 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 offeror's previous Proposal will be considered the offeror's best and final Proposal.

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. The State is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the State wants to negotiate, and to dispense with negotiations entirely.

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 interests and has not changed the award date.

Included with this RFP as Attachment Four (4) is the sample contract for the RFP. In awarding the Contract, the State will issue an award letter to the selected Contractor. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to commence work within five (5) working 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 commence the work within a reasonable amount of time after Contract award, the State 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 amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments 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 attached 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 Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The 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.

ATTACHMENT ONE: 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"). And it gives a detailed description of the Project's schedule.

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

The Project will have one (1) full time functional Contractor Project Manager throughout the Project lifecycle. This Project Manager will work on-site at the Columbus central ODPS location.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will lead quality assurance and configuration management tasks, and will participate in reviews. State technical staff is expected to assume increasing support roles throughout the Project phases, and will assume full maintenance responsibility of the system following the warranty period and any optional maintenance periods.

Current Environment.

Hardware and Software. The County Clerks' offices consist of a main title office (main branch) with a server using Windows NT Server 4.0 (Service Pack 6A) and the Oracle (8.0.5) database system for managing the title data for titles issued within that county. Central support staff in Columbus has the ability to remotely connect to the server to diagnose problems and tune the environment. This is an important feature as the State does not have, nor do the Clerks have, technical staff in the county office to perform these functions. Each county server includes a tape drive to provide a means to backup the server environment. This includes the operating system, applications software, the Oracle database and the county-specific data.

Each county has multiple Windows NT or Windows XP Pro workstations, the number of which is dependent upon the number of staff to issue titles. A County has either all Windows NT or Windows XP workstations. There are multiple IBM 4247 line printers to print the title documents, memorandum title documents, and receipts for the customer. Some of the counties have one or more remote branch offices. The branch offices include Windows NT workstations or Windows XP Pro workstations and printers all of which are networked back to the Clerks main office server. Each office, both the main and branch, has a laser printer. Larger main offices also have an IBM 6400 line printer to print various reports.

An Uninterruptible Power Supply supports the server in the main office. The UPS provides clean power to the server and at some sites to the communications router and allows time (minimum of 20 minutes) for an orderly shut down of the server in the event commercial power is lost. It is not intended to keep the ATPSII Server operational for a long period of time – and it does not support the user workstations.

Local Area Network. A local area network provides data communication between all devices. This is currently a 10 MB, TCP/IP communication link. The wide-area network operates at T1 line speeds between the branch office(s) and the main office and between the main office and the central infrastructure in Columbus. **There is no Internet connectivity at Clerk sites.**

Maintenance Service and Support. ODPS provides a Help Desk/Call Center for centralized reporting on technical issues with the hardware and software provided to the Clerks. The ODPS Call Center takes the initial call, performs basic troubleshooting, follows up, and coordinates and collects information from the Clerks to create a trouble ticket. If the issue is not resolvable within the Call Center, or an issue that

would be referred out to a vendor, the ticket is passed to Tier 2/Tier 3 level support within ODPS. The higher level technical support personnel through remote diagnostics and testing either repair the issue or ask the Call Center to release the ticket to the appropriate maintenance vendor.

Scope of Work. The Contractor must provide the Ohio Department of Public Safety with one hundred and one (101) servers, ninety (90) backup solutions, including backup software, and ninety (90) Uninterruptible Power Supply (UPS) systems and associated peripherals.

- Each of the eighty-eight (88) Clerks offices requires one (1) server, one (1) backup solution, and one (1) UPS system to be installed and configured to replace the existing configuration.
- The additional thirteen (13) servers are required at the Columbus central site for configuration, development, testing and simulation. (The Contractor is not required to install this hardware and software.)
- **The Contractor must run two complete backups of the current server software/files at each Clerks site prior to the start of the new server installation.**
- The Contractor must load the following ODPS-supplied software: Microsoft Windows 2000 operating system, ATPS application, database, tape backup, and other related software via server image creation and network downloads or copies at the Clerks sites.
- The Contractor must migrate database files from the current server to the replacement server maintaining data integrity and synchronizing data replication with the Central site server.
- The Contractor must provide and install any other hardware and software needed for a successful implementation.
- The Contractor must make networking reconfiguration recommendations and apply them as needed to all remote PCs and servers running the ATPS application.
- The Contractor must test to ensure that all involved Project components are functioning successfully as identified in this RFP.
- The Contractor must perform required Work at each Clerks site around their working hour schedules.
- The Contractor must complete the Project successfully by **October 28, 2005**.
- It is mandatory to have one manufacturer, producer, and brand for each of the device types, servers, backup solutions, and UPS units, to provide continuity throughout the State and ease maintenance efforts.
- The Contractor must commit to and provide direct OEM to State communication regarding hardware/software/networking issues and service/support delivery for servers, backup solutions and UPS units at Clerks sites located throughout the State.

Specific scope of work details are listed below:

Scope of Work - Hardware Details.

Server.

Server Requirements. Server requirements appear in Attachment 11. The server will include a Raid 5 a disk configuration with ODPS specified disk configuration to support the data volumes required.

Server Installation. The Contractor must provide, install, configure, and test a new server to replace the existing server. This includes partitioning the disk, disk striping, and other related configuration efforts that may be necessary to provide a fully functional environment.

Complete Server Backup. The Contractor must run **two (2)** complete backups on the existing server before any other work is performed, but only after all processing has been brought to an orderly stop. The Contractor must give the media containing one backup to the county point of contact, and the other to the ODPS point of contact.

Server Installation/Migration. The Contractor must successfully complete the installation and migration, and test the new server to ensure that the software, database, and data function properly.

Final Installation Steps. Once completed the Contractor must run one (1) complete system backup of the new server environment with the operating system, application, database software and data, and any related software/files to be retained by the Clerk. The Contractor must then obtain written acceptance, signed by the following, to confirm an installation is satisfactorily complete: ODPS Network Administrator, ODPS Database Administrator and the county point of contact.

Server De-Installation. To address the potential that the Contractor cannot complete a server installation successfully at a Clerk's site within the designated timeframe, the Contractor must establish a "go-back to original configuration" date and time for each county migration. If the go-back date and time threshold is reached prior to completion of the equipment replacement and database migration, the Contractor must stop implementation work and immediately contact the designated ODPS contact person. Once the designated ODPS contact person approves the 'go-back to original configuration' plan, the Contractor must abandon the installation process, reinstall software, files and related data on the old server, test, run the old system in production again, and ensure that those PCs linked to that specific server are able to access it successfully. If the designated ODPS contact person makes the decision to continue with the installation it is the responsibility of ODPS if the server is not installed in time (i.e. associated time and costs). The "go-back date and time" must include sufficient time for the reinstallation of the old server to allow the Clerks to open the title office to meet their normal business hours.

NOTE:

- Due to the complex Oracle database configuration and replication methodology in use by ODPS, all Clerks systems must be operational when daily production activities begin, or synchronization will be lost.
- With the assistance and oversight of the ODPS database management group, the Contractor must provide detailed instructions by documenting the complete process for backing out of a site's installation process to revert back to the previously installed equipment and software.
- If an installation process is abandoned due to any problem, the Contractor will then re-establish an installation schedule for the affected site.

Server Maintenance. The Contractor must include a thirty-six (36) month OEM manufacturer warranty and maintenance agreement signed between the OEM manufacturer and the Contractor, with the option to renew maintenance annually for up to two (2) times (total sixty (60) months) for all proposed server hardware. The Contractor must commit to and provide **direct** server maintenance service and support access between the OEM and ODPS for the warranty and maintenance agreement. As a result, ODPS must call an OEM phone number and speak directly to the OEM regarding server issue(s). The OEM normally provides ODPS with a ticket number and then the OEM dispatches the call to the most appropriate service relationship.

This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a two (2) hour on-site response state-wide. The State also understands there are remote areas of the State that a two (2) hour response is not feasible. The Contractor will complete Supplement 4 indicating which counties they can meet the two (2) hour response time requested and indicate the response time for counties that the two (2) hour response time cannot be met. The State requires that at least eighty-five per cent (85%) of the State will meet the two (2) hour response criteria. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a server resides, the Contractor must be willing to be present to perform any repairs necessary to the server.

Training. The Contractor must provide on site training for Clerk personnel on server boot up/down, log on/off, and other basic operations of the server unit.

Tape Library Backup Solution.

Tape Library Backup Solution Requirements. Tape library backup solution requirements appear in Attachment 11. The Contractor provided tape library backup hardware and software must include removable media devices to provide for unattended backup of the server computing environment. The backup solution must be configurable and configured to back up the operating system, all server installed software, and the data managed by the Oracle database. ODPS current backup procedure is to back up the operating system and other software weekly, and back up the Oracle database data daily. The Contractor proposed tape library backup solution must, at a minimum, meet this same schedule. The Contractor must supply the initial media including eight (8) LTO 2 media tapes, and one cleaning tape to each county to conduct backups. The State requires an autoloader type device, capable of holding at least eight (8) LTO 2 cartridges.

Tape Library Backup Solution Installation. The Contractor must provide, install, configure, and test server hardware and software that must provide for unattended backup of the server computing environment. The Contractor must supply the initial media (magnetic tapes) for the backup solution. The Contractor must supply backup software and the automated scripts or procedures to complete the unattended backup in each Clerks office.

Tape Library Backup Solution Maintenance. The Contractor must include a thirty-six (36) month OEM manufacturer warranty and maintenance agreement, with the option to renew maintenance annually for up to two (2) times (total sixty (60) months) for all proposed backup solution components. The Contractor must commit to and provide **direct** backup solution maintenance service and support access between the OEM and ODPS for the warranty and maintenance agreement. As a result, ODPS must call an OEM phone number and speak directly to the OEM regarding backup solution issues. The OEM normally provides ODPS with a ticket number and then dispatches the call to the most appropriate service relationship.

Time. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the tape library backup including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a tape library backup resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the tape library backup.

Training. The Contractor must provide on site training for Clerk personnel on tape removal and loading, how to use the external panel on unit and basic operation of the unit.

UPS.

UPS Requirements. UPS requirements appear in Attachment 11. The server in each county houses an Oracle database of the data for titles issued within that county. It is important to protect the integrity of this data; therefore, an Uninterruptible Power Supply (UPS) is required for each of the servers at the Clerk main title office.

UPS Installation. The Contractor must provide, install, configure, and test a UPS for each county server with a minimum of twenty (20) minutes capacity to support the server and its peripheral equipment and, those communications routers in counties where the router is located in close proximity to the server. This timeframe is long enough to allow for an orderly shut down of the database and server, and in some cases, the communications router.

UPS Maintenance. The Contractor must include a thirty-six (36) month OEM manufacturer warranty and maintenance agreement, with the option to renew maintenance annually for up to

two (2) times (total sixty (60) months) for all proposed UPS components. The Contractor must commit to and provide **direct** UPS maintenance service and support access between the OEM and ODPS for the warranty and maintenance agreement. As a result, ODPS must call an OEM phone number and speak directly to the OEM regarding UPS issues. The OEM normally provides ODPS with a ticket number and then dispatches the call to the most appropriate service relationship.

Time. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the UPS including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a UPS resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the UPS.

Training. The Contractor must provide on site training for Clerk personnel on UPS start/stop/reset, and other basic operations of the UPS unit.

Scope of Work - Software Details.

Microsoft Windows 2000 Operating System Software.

Microsoft Windows 2000 Operating System Software Requirements. Licensing for the Microsoft Windows 2000 or newer server operating system software will be acquired by the ODPS and provided to the Contractor.

Microsoft Windows 2000 Operating System Software Installation. The Contractor must install and configure Microsoft Windows 2000 operating system software on each new server at all Clerks offices.

Server Image Creation Services. The Contractor must provide technical services to create the server image. The Contractor must work with State staff to set up the server software to meet State security, server configuration and network integration specifications. The servers need to provide the following services to the LAN environment that include but are not limited to: Windows Remote Installation Services with PIXE boot for the workstations at the LAN and any Branches, Remote Control Services, Software Distribution to the Workstations, Windows System Update Services, DHCP, DNS, and Active Directory configuration using Windows 2000 server. Once the server software is set up and approved by ODPS technical staff, the Contractor may choose to use a Microsoft RIS server to "image" and load this software structure on the remaining servers.

Remote Server Management. The Contractor must develop, test, and implement a process to remotely manage the server software installed in each county from a central location in Columbus using Windows 2000 remote management service.

ATPS Application Software.

ATPS Application Software Requirements. ODPS will provide the Contractor with the ATPS application software.

ATPS Application Software Installation. The Contractor must install the ODPS-supplied ATPS application software on each new server at all Clerks' offices.

Oracle Database Software and Files.

Oracle Database Software Installation. The ODPS will provide licensing for the Oracle database system software. The Contractor must install the Oracle Database software versions 8i and 9i on each county server. **Note: Oracle 8i must be configured and implemented for production use with this Project** and the base Oracle 9i product will be loaded with the intent that it will be used at some later date.

Oracle Database File Migration. ODPS will provide scripts to assist with the migration. The Contractor must implement scripts at Clerk sites with ODPS remote assistance during Contractor implementation. The Contractor must migrate the title data from the existing Oracle database 8.0.5 to the Oracle 8i (upgraded) database on the Contractor-provided server. This includes the following steps:

1. Export Oracle software, configuration files, and database tables from the existing server at the Clerk site
2. Unload the existing Oracle database (which was previously backed up) to a removable media
3. Build the database table structure on the new server in accordance with the planned Oracle 8i implementation
4. Import or load the data from the file created in step 1, above
5. Assist with the testing and any needed troubleshooting of the new database environment

Note: The process of rebuilding the database within the new server environment may be designed differently, with the consent of the ODPS point of contact.

Oracle Database Replication. The Contractor must re-establish all Oracle replication features between the county server and the State central server as one of the final steps in the server replacement/database migration process.

Other Software/Files.

Other Software/Files Copies. The Contractor must copy all print drivers, print servers, scheduled tasks, administrative/user accounts, and related files from the current server to the new replacement server at each Clerks office.

Tape Library Backup Software.

Tape Library Backup Software Requirements. The Contractor must supply backup software and the automated scripts or procedures to complete the unattended backup in each county Clerk's office. The backup software must provide centralized reporting and configuration capabilities to provide for monitoring and modification from the central Columbus ODPS offices. All backup software licenses must be in the name of the State of Ohio.

Tape Library Backup Software Installation. The Contractor must install and test the tape library backup software associated with the tape library backup for the server at each Clerks office.

Tape Library Backup Software Training – The Contractor must provide training on the use of centralized backup software, configurations, etc., for ODPS Network Administrators. Documentation on software use and configurations must be set up for this Project by the Contractor.

Scope of Work – Network Details.

Network Reconfiguration. Currently the Title Network utilizes NT domains. There are eighty-eight (88) domains with a one way trust. The Contractor must assist with the review of this domain structure and make recommendations on whether to change this structure to one domain or the best domain structure for the county environment. The Contractor must assist in the design of an Active

Directory for this upgrade from NT Server to Windows 2000 Server. ODPS has an Active Directory structure in production. The Contractor must make recommendations, and provide design and configuration services to best utilize Active Directory and provide Directory Services to this network. If possible it is the preference of ODPS to upgrade the NT domains to one Active Directory domain and add it to the current ODPS domain.

Remote Network Changes. Changes to the domain and directory services on this network may necessitate changes on all PCs accessing the ATPS application. The Contractor must make any needed changes on the PCs automatically while at the site upgrading the server to ensure all will connect to the new Server Operating System environment. This may include approximately one thousand, one hundred and fifteen (1,115) PCs located at branch and remote locations. Prior to initiating Clerks' site installations the Contractor must provide ODPS with the ability to test the Contractor automated processes for PCs. Once approved by ODPS the Contractor can begin remote network modifications on those PCs accessing each Clerk site server.

Network Domain Conversion/Migration. The Contractor must convert the NT domains to conform to the specified Microsoft Active Directory Domain structure. The Contractor must work with ODPS to create an image and migrate the NT domains to an Active Directory Domain.

Scope of Work - Delivery, Disposal and Inventory Details. The Contractor must provide the server, tape library backup solution, UPS, and certain peripheral components to replace the existing configuration in each county. The Contractor must ship all equipment to the ODPS Distribution Center, 1583 Alum Creek Dr., Columbus Oh, 43209. ODPS will asset tag, inventory and assist the Contractor with the creation of building the server image. ODPS will test and accept the server images before deployment. ODPS will assist with site specific configuration information such as IP addressing, machine names, DNS information, and instance names. The Contractor must image the servers for delivery to the Clerk sites. The Contractor must provide the means to transport all equipment to the Clerk sites from the ODPS Distribution Center.

The Contractor must remove and dispose from the Clerks' main and branch offices all packing, boxes, etc., used in the shipping and installation of the hardware and software involved in this Project. The office must be left in a clean and neat state after installation is complete, and before the Contractor's work is accepted. Cabling must be neat, labeled and orderly. The old server, UPS and peripherals must be moved by the Contractor into a secure storage area as specified by the Clerk. (The removal and disposal of the uninstalled replaced equipment will be handled under separate arrangements. This is not the responsibility of the Contractor.)

The Contractor must maintain a site log that details the hardware and software configurations for each site. The site-log will be the property of the State, and one copy will be left on-site with the Clerks designee and another copy will be sent to the ODPS point of contact. The site-log must contain sufficient detail to permit the replacement and reconfiguration of the server environment. All copies of the software will be left on site with the county point of contact.

The Contractor must record the asset, including the model, serial number, asset description, location, and the corresponding asset sticker number at physical installation time at the Clerk's site. The Contractor must supply the State with both a paper and electronic (Excel Spreadsheet) list of the asset stickers and corresponding serial numbers within thirty (30) days after the county hardware installation is complete.

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

Scope of Work - System Operation Training and Documentation Details. On site at each Clerk's office the Contractor must spend approximately one hour instructing and demonstrating to Clerk-designated personnel how to operate and monitor the server, UPS and tape library backup hardware and software. This training is to include powering the equipment on and off, operating the tape library backup system, removing and adding tapes to the auto-loader, cleaning the tape unit, monitoring error lights or messages on the tape unit, and explaining the meaning of lights and sounds on the UPS. This training must be completed at each Clerk's office after the hardware and software replacement, conversion/migration (database export, unload and rebuild), and testing is successfully completed, and before their system is placed in production.

The Contractor must provide documentation of basic server, tape library backup and UPS operations covered in the training session. Two (2) copies of this documentation must be provided to each Clerks site personnel, and five (5) copies to the Central office.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all Project Milestones and Deliverables, as defined in the Project Plan.

- Functional system by October 28, 2005 that operates successfully at all Clerk and Central sites
- All hardware and software identified in this RFP provided, installed, configured, migrated, tested and successfully implemented
- Functional WAN and LAN network that sends and receives ATPS data and remote management services
- Thirty-six (36) month warranty for all servers, tape library backup solutions and UPS units with option for maintenance for up to two (2) additional years handled DIRECTLY between OEM and agency

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

- The Project plan (including WBS and schedule) must be formally updated in conjunction with and be provided as part of the monthly reporting requirement throughout the Project; and
- The Project plan must allow adequate time for the State to review, comment and approve Deliverables submitted by the Contractor. The Contractor's work plan must allow a minimum of ten (10) business days for review by the State staff for all deliverables and a minimum of fifteen (15) business days for larger deliverables, unless otherwise mutually agreed upon.

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

Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

- Immediate Reporting - The Project Manager or his or her designee must immediately report any Project Team staffing changes to the Agency Project Representative (See: Attachment Three: Part Two: Replacement Personnel).
- Attend Weekly Status Meetings - The Contractor's Project Manager and other Project team members, are required to attend weekly status meetings with the Agency Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These weekly meetings must follow a mutually agreed upon agenda, and must allow the Contractor or the State the option to discuss other issues that concern either party.
- Provide Weekly Status Reports - The Contractor must provide written status reports to the Agency Project Representative at least one full business day, excluding State holidays, before each weekly status meeting.

- Weekly status reports must contain at a minimum descriptions of the following:
 - Updated GANTT chart, along with a copy of the corresponding Project work plan files (i.e. MS Project) on electronic media as mutually agreed upon by the State and the Contractor;
 - Status of currently planned tasks, identifying specifically tasks not on schedule and a resolution plan to return to the planned schedule;
 - Issues encountered, proposed resolutions and actual resolutions;
 - The results of any tests;
 - A Problem Tracking Report must be attached;
 - Anticipated tasks to be completed in the next week;
 - Task and deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
 - Proposed changes to the Project WBS and Project schedule, if any;
 - Identification of Contractor Project staff assigned to specific activities;
 - Planned absence of Contractor Project staff and their expected return date; and
 - Modification of any known staffing changes.

The Contractor's proposed format and level of detail for the status report will be subject to State approval.

- Prepare Monthly Status Reports - The Contractor must submit a written monthly status report, which is due to the Agency Project Representative by the fifth working day following the end of each month during the Project. Monthly status reports must contain, at a minimum, the following:
 - A description of the overall completion status of the Project in terms of the approved Project plan (schedule);
 - Updated Project WBS and Project schedule;
 - The plans for activities scheduled for the next month;
 - The Deliverable status, with percentage of completion;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems;
 - Testing status and test results; and
 - Strategic changes to the Project work plan, if any.

Develop, Submit and Update High-Level Plans. As part of the Project, the Contractor must develop high-level project management (Project plan) and continue to update the plans with more detail throughout subsequent Project phases, to address, at a minimum, the following subjects:

Project Plan:

- Project Scope,
- Project Time,
- Project Quality,
- Project Staffing,
- Project Communications,
- Project Risk, and
- Project Procurement;

Implementation Plan:

- Hardware Implementation plan,
- Conversion plan,
- System Test plan,
- Training plan (for users, technical staff),
- System implementation plan,
- Data Migration/Conversion plan,

The above plans should be developed from information provided by State personnel who are assigned to this Project. These State personnel have varying percentages of their time to devote to this Project. The Contractor needs to be mindful of State staff time commitments to the Project in creating their Project schedule and when obtaining information from State staff to create the above plans.

ODPS will have the following staff on this Project:

1. **Project Manager – A fulltime Project Manager to oversee all aspects of the work on behalf of ODPS.**
 - a. Prepare a weekly progress/status report to ODPS management.
 - b. Regularly meet with the Contractor's Project Manager.
 - c. Assist with resolving any Contract discrepancies or disputes.
 - d. Monitor the Contractor's performance.
 - e. Monitor the Project plan and time-line.
 - f. Ensure the Clerks' satisfaction with the Contractor's work performance.
 - g. Monitor the overall progress of the Project.
 - h. Identify and report any risks that may develop during the Project.
2. **Database Administrator – the equivalent of one fulltime Database Administrator.**
 - a. Assist with establishing the database architecture/environment.
 - b. Assist with familiarizing the Contractor's staff with ODPS' database environment.
3. **Network Administrator – the equivalent of one fulltime Network Administrator.**
 - a. Assist the Contractor's staff in familiarization of the network architecture.
 - b. Ensure network availability throughout the Project.
 - c. Assist with the implementation of the new tape library backup system.
4. **System Administrator – the equivalent of 20 percent of a fulltime System Administrator.**
 - a. Assist the Contractor's staff with the Active Directory implementation within the Clerk's Offices.
 - b. Ensure proper server software installation and configuration.

The State will provide work areas for contracting staff throughout the duration of the Contract period. "Work areas" will consist of a work area, chair, telephone, and a personal computer with connection to the State's network, which provides access to the Internet – no connection to the State's network will be permitted for Contractor-owned equipment.

Performance Testing. A performance test will be done in cooperation with the Contractor, the Clerk's staff, and ODPS to ensure the installation at each county site is complete and fully operational. A statewide performance test will also be done to ensure the total installation is complete and fully operational. Attachment Three: Part Five: describes the procedure and criteria for testing.

Performance Criteria. A performance test will be performed for each county site after it is complete and fully operational. This test will last a maximum of thirty (30) days. All application, backup and network functions must run as identified in Attachment One including successful database access and integrity in addition to remote synchronization. The last thirty (30) day county performance test will run parallel with a statewide thirty (30) day performance test meeting the same criteria on a statewide level.

All work related to equipment replacement and data migration, which would interrupt the Clerks' business processes, must be coordinated with the ODPS point of contact, and must be performed during times other than the Clerks' normal business hours unless otherwise agreed to by the Clerk. Specific task assignments will be made with agreed upon time frames for completion. The equipment installation and system activation in production mode for the County Clerk Hardware Refresh must be completed by the date specified in the Executive Summary, Purpose section stated earlier in this document. Work determined by the State to be in non-compliance with the Contract must be brought into conformance by the Contractor at no expense to the State within ten (10) working days or a mutually agreed upon time frame of written notice from the State, or the Contractor shall be in default.

Work Hours & Conditions. This Project requires that all new equipment and software replacement work that interrupts the Clerks business will be performed after hours, and on weekends and holidays. Pre-installation activities and planning and status meetings that involve State staff will occur during normal working hours on State property Monday through Friday, 8:00 AM to 5:00 PM. The Contractor must provide a Project Manager that must work at the ODPS Shipley building to manage the Project and serve as the primary communicator between the Contractor's staff and ODPS staff for the entire statewide Project through final ODPS acceptance. The Contractor must perform all work on a schedule to be agreed upon between the Contractor, the Clerks' offices, and ODPS. Schedule changes may be necessary depending on unforeseen or emergency situations. Reference Supplement 3,

“Implementation Plan Matrix” to determine how the counties are grouped geographically for efficient equipment installation. However, depending on the time needed for database migrations, some of these “groupings” may not be practical – that can only be determined after the Project pilot has been completed. Refer to the pilot or test sites in Supplement 3, Implementation Plan Matrix. The Contractor must configure and install all hardware and software as outlined in this RFP.

Background Check – Upon Contract award the Contractor and all staff involved in this Project must each complete a thorough background check at the Ohio Department of Public Safety's (ODPS) expense. This will include previous work addresses for the last ten (10) years excluding high school. An extensive investigation will be conducted by ODPS prior to the assignment of Contractor staff to the Contract work location.

1. Criteria for personnel record checks: background checks will be performed to determine if current or potential employees of the Contractor have any type of convictions in the following areas:
 - (a) Any record of violence, domestic or otherwise;
 - (b) Drug-related convictions;
 - (c) Theft;
 - (d) Other offenses deemed at risk to the facility or its population.
2. Those Contractor employees or potential contractor employees with felony convictions or other criminal records, unless specifically approved by ODPS, will not be permitted to be employed at the Contract work location(s).

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

Submittal of Deliverables. The Contractor must perform its tasks and produce the Work that meets the Contract requirements. The Contractor's Work will be completed in steps/Deliverables. 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 and approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one (1) copy of each Deliverable, plus an electronic copy. The electronic copy must be provided in a file format approved by the State. A Deliverable Submittal Form must be submitted with each of the Deliverables and be signed by the Contractor Project Manager. A sample submittal form can be found in Attachment Five 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 requirements.

The Contractor will provide Deliverables to the Agency Project Representative who will review (or delegate review of) the materials or documents within ten (10) business days after the receipt date. The receipt date is not counted as one of the ten (10) review days.

If the material or document is determined not to be in compliance, the Agency Project Representative, will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Contractor's Project Manager outlining the reason(s) for the State's determination. The Contractor, at no expense to the State, will bring the work, determined by the State to be in non-compliance with the Contract, into conformance and within ten (10) working days of notice, re-submit the Deliverable to the Agency Project Representative.

If the State agrees the Deliverable, Deliverable material or documents are compliant, the Agency Project Representative will indicate compliance by signing the Deliverable Submittal Form and submit to the Contractor. In addition, if the Agency Project Representative or designee determines that the payment associated with the Deliverable should be paid to the Contractor, the Agency Project Representative will indicate on the Deliverable Submittal Form that payment should be made.

The Contractor understands that the State form authorizing payment (Attachment Five) and the payment itself do not represent or indicate that the State has accepted the Deliverables associated with the payment as the State's acceptance of the Deliverables that are part of implementing the system is conditional upon a successful performance test upon completion of the system.

Status reports are not subject to the ten (10) business day review cycle.

Special Maintenance Standards. The Contractor must include a thirty-six (36) month OEM manufacturer warranty and maintenance agreement, with the option to renew maintenance annually for up to two (2) times (total sixty (60) months) for all proposed server hardware. The Contractor must commit to and provide **direct** server maintenance service and support access between the OEM and ODPS for the warranty and maintenance agreement. As a result, ODPS expects to put a call ticket into the Manufacturer, and the Manufacturer dispatches the call to the most appropriate service relationship. Also, the Contractor must commit to the direct OEM invoicing for the optional server maintenance renewals.

This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a two (2) hour on-site response state-wide for the server, and next day replacement for the UPS and tape library backup. The State also understands there are remote areas of the State where these response times are not feasible. The Contractor must complete Supplement 4 indicating which counties they can meet the response time requirements, and indicate the response time for counties where the response time cannot be met. The State expects that at least eighty-five per cent (85%) of the State will meet the response criteria. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or

over the weekend to the site where a server resides, the Contractor must be willing to be present to perform any repairs necessary to the server.

The Contractor's Fee Structure. The cost of the Automated Title Processing System will be paid upon the successful training, testing and acceptance of the system as follows:

The Contractor can send one invoice for each district when work for all counties in the district is completed. This includes the total cost of the hardware and software implemented, and the data conversion when the 30 day acceptance is completed for each county in the district less twenty percent (20%) hold-back of that total dollar amount. Supplement 3 contains a listing of counties included in each district.

Hold-Back. Each invoice submitted during the implementation phase will be reduced by, and must clearly designate, a twenty percent (20%) hold-back credit. Following implementation and completion of all county installations and statewide acceptance, the Contractor may submit a final invoice for the total amount accumulated for all hold-back credits.

Contractor's federal tax identification number and Purchase Order number must appear on all invoices and work sheets. The provisions of Ohio Revised 126.30 also will apply to the Contract between the parties.

Reimbursable Expenses. None

Bill to Address. After the work at each of the Clerk's Districts, as defined in Attachment 13, has been accepted by the Clerks and ODPS, the Contractor must submit an invoice in quadruplicate (1 original and 3 copies) for the equipment, installation and services completed to:

Department of Public Safety, Fiscal Services
1970 West Broad Street
P.O. Box 16520
Columbus, Ohio 43216-6520.

Whether the Contractor submits invoices for one grouping or multiple groupings is the Contractor's discretion.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Cover Letter/Executive Summary
- Certification
- Offeror Profile
- Offeror Requirements
- Subcontractor Profile
- Subcontractor Requirements
- Contract Performance
- Personnel Profile Summary
- Certificate Copies
- Proposed Hardware Refresh Solution
- Staffing Plan
- Time Commitment
- Assumptions
- Project Management Methodology
- Project Plan
 - Work Plan (Work Breakdown Structure)
 - Schedule (Detailed Project Schedule)
- Technical Requirements
 - Hardware
 - Software
 - Installation services
- Implementation Approach
 - System Implementation Plan
 - Data Migration/Conversion Plan
- Maintenance & Support
- Support Requirements
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Warranty for Commercial Materials
- Performance Bond
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- W-9 Form
- Cost Proposal

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter will provide an executive summary of the solution the offeror plans to provide. The letter must also have the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Project if the offeror is selected to do the work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 1. The subcontractor's legal status, tax identification number, and principal place of business address;
 2. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
 3. A description of the work the subcontractor will do;
 4. A commitment to do the work if the offeror is selected;
 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
 6. A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work;
- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the offeror has not taken any exception to the Terms and Conditions;
- h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of the proposal;
- i. A statement indicating the offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted;
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- k. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24 and that offeror will notify OIT any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.

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 k above.

Certification. Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror.

(Insert Company name) affirms they are the prime Contractor and the proposed Project Manager is an employee of (insert Company name).

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

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

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

(Insert Company name) agrees that it is a separate and independent enterprise from the State of Ohio and the Office of Information Technology and the Department of Public Safety has a full opportunity to find other business and has made an investment in its business. Moreover (insert Company name) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (insert

Company name) or any of the personnel provided by (insert Company name) or the Office of Information Technology and the Department of Public Safety.

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

(If the offerors personnel are independent contractors to the offeror, the certification must also contain the following sentence:)

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

Location of Services, Data. Offerors must disclose the following:

- (1) The location(s) where all services will be performed; and
- (2) The location(s) where any state data applicable to the contract will be maintained or made available; and
- (3) The principal location of business for the contractor and all subcontractors.

Contractor may not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

Offeror Profile. Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Offeror Requirements. This RFP includes Offeror Profile Summary forms as an attachment. The offeror must use these forms and fill them out completely to provide the offeror requirement information.

The Offeror Profile Summary forms contained in this document have been customized for the applicable offeror requirements. (Refer to Attachment Six A, B & C.) Each page of the form may contain minor variations. If an offeror elects to re-create the forms electronically, please carefully review each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's Proposal.

The various sections of the Offeror Profile Summary forms are described below:

- a) Mandatory Experience and Qualifications – INTENTIONALLY OMITTED
- b) Required Experience and Qualifications. This section must be completed to show how the offeror meets the required experience requirements. (Refer to Attachment Six B.) For each reference the following information must be provided:
 - Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same

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

- **Project Name.** The name of the Project where the required experience was obtained and/or service was provided.
- **Dates of Experience.** Must be completed to show the length of time the offeror performed the experience being described, not the length of time the offeror was engaged for the reference. The offeror must complete these dates with a beginning month and year and an ending month and year.
- **Description of the Related Service Provided.** The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offerors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.**

c) Desirable Experience and Qualifications – INTENTIONALLY OMITTED

The offerors 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.

If any of the above experience and qualifications (a, b or c) are to be met via a Subcontractor, the corresponding Subcontractor Profile Summary forms, contained as an attachment to this RFP, must be filled out completely for each reference in addition to the Offeror Profile Summary forms.

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the offeror, proposed subcontractor or a company affiliated or associated with the offeror or proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

Subcontractor Profile. Each Proposal must include a profile of the subcontractor's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the subcontractor's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the subcontractor to fulfill the obligations of the Contract.

Subcontractor Requirements. This RFP includes Subcontractor Profile Summary forms as an attachment. The subcontractor must use these forms and fill them out completely to provide the subcontractor requirement information.

The Subcontractor Profile Summary forms contained in this document have been customized for the applicable subcontractor requirements. (Refer to Attachment Seven A, B & C.) Each page of the form may contain minor variations. If the offeror elects to re-create the forms electronically, please carefully review each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's Proposal.

The various sections of the Subcontractor Profile Summary forms are described below:

a) Mandatory Experience and Qualifications – INTENTIONALLY OMITTED

b) Required Experience and Qualifications. This section must be completed to show how the subcontractor meets the required experience requirements. (Refer to Attachment Seven B.) For each reference the following information must be provided:

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- Project Name. The name of the Project where the required experience was obtained and/or service was provided.
- Dates of Experience. Must be completed to show the length of time the subcontractor performed the experience being described, not the length of time the subcontractor was engaged for the reference. The subcontractor must complete these dates with a beginning month and year and an ending month and year.
- Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Subcontractors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the subcontractor on the Project. It is the subcontractor's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the subcontractors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.

c) Desirable Experience and Qualifications – INTENTIONALLY OMITTED

The subcontractor'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.

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the proposed subcontractor or a company affiliated or associated with the proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

Contract Performance. The offeror must complete Attachment Eight, Contractor Performance Form.

Personnel Profile Summary. Each Proposal must include a profile for each key member of the proposed Work team. This RFP includes Personnel Profile Summary forms as an attachment. The offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary forms contained in this document have been customized for the applicable candidate requirements. (Refer to Attachment Nine C, D & E.) Each page of the form may contain variations, some minor. If an offeror elects to re-create the forms electronically, please carefully review each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's proposal.

The offeror must propose a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary forms. 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.

All candidate requirements must be provided using the Personnel Profile Summary Forms (See Attachment Nine.) The various sections of the form are described below:

- a) Candidate References. If less than three (3) projects are provided, the offeror must include information as to why less than three (3) projects were provided. The State may disqualify the proposal if less than three (3) projects are given. (Refer to Attachment Nine A.)
- b) 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. (Refer to Attachment Nine B.)
- c) Mandatory Experience and Qualifications.

This section must be completed to show how the candidate meets the mandatory experience requirements. If any candidate does not meet the mandatory requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Nine C.)

For each reference the following information must be provided:

- Candidate's Name.
- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.
- Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The offeror must complete these dates with a beginning month and year and an ending month and year.
- Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' 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 – INTENTIONALLY OMITTED
- e) Desirable Experience and Qualifications. This section must be completed to show how the candidate meets the desirable experience requirements. (Refer to Attachment Nine E.)

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the offeror, proposed subcontractor or a company affiliated or associated with the offeror or proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

Certificate Copies. The offeror must include copies of the professional and technical certifications for the offeror as well as any credential and certifications for offeror staff/candidates.

Proposed Hardware Refresh Solution. - The offeror must describe in detail how its proposed hardware refresh solution meets the functional and technical requirements as described in Attachments Two (2) and Eleven (11) of the RFP. It is not acceptable to simply state that the proposed hardware refresh solution will meet or exceed the specified requirements. A written narrative must be provided describing the functionality of the proposed hardware refresh solution.

All the specifications given in this RFP for equipment and other IT elements are minimum IT requirements. The offeror may recommend features, equipment or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind their recommendations, and explain how their recommendations will benefit the State. The recommendations may not result in additional evaluation credit being given.

Staffing Plan. The offeror must provide a staffing plan that identifies all personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project key (Project Manager, Database Manager, and Microsoft Windows Expert) 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), and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

NOTE: In the data migration phase for each County site, it will be necessary for the technical staff (Project personnel as identified above) performing database migration tasks to have at least a basic understanding of the Oracle database system including import/export utilities, database creation, and Oracle scripting, so that if there are problems, they will be able to work with technicians at other sites, or at the Columbus central office. (See "Oracle Database File Migration" in Attachment 1 for details concerning testing and validation.)

Time Commitment. The offeror must submit a statement and chart that clearly indicate the time commitment of the proposed Project Manager and the proposed team members to this Project by phase (i.e. installation and implementation). The offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager and any proposed key (Database Manager and Microsoft Windows Expert) Project personnel to other projects during the term of the Project if the State believes that doing so will be detrimental to the offeror's performance.

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.

Project Management Methodology. The offeror must describe the approach, method(s), and specific work steps it plans to use to complete the Project. After award, the Management Plan will become the offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP.

The Management Plan must be as complete as possible at the time of submission. It must:

- a. Describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- b. Describe the methodologies, processes, and procedures the offeror's proposed organization(s) will follow to develop the Project.
- c. Define the milestone review processes (e.g. implementation schedule review), and describe how communication and status review will be conducted between all parties.

The offeror must also describe the Project reporting procedures required for the successful completion of the Project. And the offeror must address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

If the offeror chooses to use any subcontractors, this part of the offeror's Proposal must describe its approach to effectively managing its subcontractors.

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 well. To this end, the offeror must submit for this section of the proposal, the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project execution and control the Project. The Project plan should 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; and
- Provide a baseline for progress measurement and Project control.

The offeror's Project plan, included as part of the offeror's submittal, should include at a minimum the following:

- Description of the Project management approach;
- Scope statement, which includes the Project objectives and the Project Deliverables/milestones;
- Work Breakdown Structure (WBS) as a baseline scope document that includes Project elements at a level of detail to demonstrate the offeror's understanding of effort of the Work, that will have increasingly descending levels of detailed definition added as the Project continues – the Project elements should include, at a minimum, server image creation, network recommendations/implementation, installation, migration, conversion, testing, implementation, training, maintenance, and transition, as applicable;
- Detailed Project schedule for all Project Deliverables and milestones. The Project schedule should be delivered as a Microsoft Project® Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule should clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when the Deliverables/milestones will be completed and start and finish dates for tasks. The offeror will also identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the WBS to the level at which control will be exercised;
- Performance measurement baselines for technical scope, schedule;
- Major milestones and target date(s) for each milestone;
- Key or required staff and their expected effort;
- High-level subsidiary Project management plans:
 - Scope management,
 - Schedule management,
 - Quality management,
 - Staffing management,
 - Communications management, and
 - Risk management (including constraints and assumptions, planned responses and contingencies).

Technical Requirements.

Hardware. The offeror must show documentation on how they meet the detailed server, UPS and Tape Backup Library requested specifications in Attachment 11. Include fully completed Attachment 11 and all necessary technical documentation.

Software. The offeror must describe how the backup/restore tape library system software will be configured to meet the requirements of this RFP. The offeror must provide further technical information for any other software proposed to meet the unattended back-up requirement for each county server. The offeror must outline how they will configure the servers to meet the service requirements (Remote Installation of Workstations, Software Update Services, Domain Designs, etc), and how they will ensure that the personnel providing the services have the experience required to successfully complete the configurations.

Installation Services. The offeror must describe how the installation services will be completed to meet the requirements of this RFP including initial preparation, hardware installation, Windows Operating System, Oracle 8i and 9i, and ATPS installation. The offeror needs to show how they will design an installation schedule that only includes weekends for the data migration and will meet the time table described within this document. **Of significant importance is how the offeror will complete the 88-site effort without disrupting the Clerks' normal business functions and within the described time table.** It is also required that the offeror demonstrate a full understanding of the tasks to be performed.

Implementation Approach. Overall, the offeror must provide a methodology to properly affect the installation of the new hardware, OS (including Active Directory Domain planning and structure, server services such as Remote Control, SUS, etc.) Oracle DB versions 8i and 9i, and ATPS application software; the migration of data from the existing database to the new; the de-installation, and storing of replaced equipment; the verification that the main office and any branch office(s) is/are able to function in the same manner and capacity as before the hardware refresh and operating system/Oracle upgrade; and obtaining satisfactory user acceptance of the new installation.

System Implementation Plan. The offeror must fully describe the offeror's methodology, objectives, approach, methods, tools, techniques, and specific work steps for installing the new system in each county. The implementation plan should address how the offeror intends to complete the installations with minimal office closing and how this can be done in the time window specified in this RFP. The implementation plan should also address how the offeror will mitigate the risks with the Project implementation.

Hardware Implementation Plan. In accomplishing this refresh, the offeror must adhere to the "Implementation Plan" sequence provided on the implementation order (See Supplement 3).

System Test Plan.

- a. Due to the extensive changes incorporated through this refresh, a complete system test must be accomplished to ensure proper hardware and software installation and configuration, data migration, and data communications (within the main office, including the branch office(s) if applicable, and between the main office and ODPS Central).
- b. A pilot implementation within two (2) Clerks' offices (see "Test Sites" in Supplement 3) must be successfully operated in production mode for two (2) consecutive weeks prior to commencing the roll-out to the other eighty-six (86) Clerks offices.

Training Plan. The offeror will develop and implement a training plan for the Clerks' main office personnel to ensure they are trained to handle basic server, backup system, and UPS functions.

Data Migration/Conversion Plan. This section must include the offeror's approach to migrate the title data from the existing server and Oracle database to the offeror provided server and upgraded Oracle 8i database. The conversion plan must address how the data will be exported and backed up from the existing server and how it will be loaded into the offeror provided server in a manner that minimizes the time the office will not be open and available to the public.

Database Backups. This section must confirm that two (2) full system backups (Operating System, application and database software as well as the title data) must be performed prior to beginning any uninstall or upgrade tasks, and that one (1) full system backup must be performed after implementation and data migration/conversions but before releasing the system for production use.

Database Software Installation. The offeror must back up both the Oracle software and configuration files as well as the database tables prior to the beginning of any de-installation of existing equipment. The Contractor must develop a plan to install, test and validate the server version of Oracle Release 8i and 9i for implementation in each of the Clerks' locations, in accordance with the Project Manager's implementation plan.

Note: Oracle 8i will be implemented for production use throughout the Clerks' Title operations. Oracle release 9i will be loaded to the new servers, but will not be configured or implemented – it is planned to be used at a later date.

Conversion Plan. The offeror's Project Management Requirements response must provide a conversion plan. The plan must follow the conversion sequence as provided in the implementation order (See Supplement 3).

Data Migration Plan. The Contractor's Database Management Requirements response must provide a data migration plan. The plan must follow the conversion sequence as provided in the implementation order (See Supplement 3).

Data Migration Validation Plan. Validate that all data has been properly migrated from the old environment to the new Oracle 8i database environment.

Maintenance & Support.

Servers. As previously stated, the offeror must include a three-year OEM manufacturer warranty and maintenance agreement, with the option to renew maintenance annually for up to two (2) times (total five (5) years) for all proposed server hardware. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a two (2) hour on-site response state-wide. The State also understands there are remote areas of the State that a two (2) hour response is not feasible. The offeror must complete Attachment 14 indicating which counties they can meet the two (2) hour response time requested and indicate the response time for counties that the two (2) hour response time cannot be met. The State expects that at least eighty-five per cent (85%) of the state will meet the two (2) hour response criteria. The warranty/maintenance provider must be able to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a server resides, the Contractor must be willing to be present to perform any repairs necessary to the server.

Tape Library Backup. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the tape library backup including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a tape library backup resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the tape library backup.

UPS. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the tape library backup including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a tape library backup resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the tape library backup.

Provide information for on-going maintenance including manufacturer base city locations, labor and part locations within Ohio, and number of technicians located in Ohio and bordering states. Also provide escalation procedures when service or parts are deemed by the State as critical.

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:

- Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
- Assistance from State staff and the experience/qualification level required; and

- 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.

Equipment and System Elements. The offeror must specifically identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment items. The offeror must also include any equipment that will be required for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

All the specifications provided in this RFP for equipment and other system elements are minimum system requirements. The offeror may include features, equipment or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the technical requirements for the system. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

Pre-existing Materials. The offeror must list any Pre-existing Materials that the offeror owns that will be included in a Deliverable and for which the offeror wants a proprietary notice if the Deliverable is copied or distributed. 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 the Work 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 (e.g., software) and in which the State will be granted less than full ownership. Generally, these will be from third parties and readily available in the open market. Patented parts of equipment need not be listed since they are not readily copied. If the State will be expected to sign a license for the Commercial Material, the license agreement must be included as an attachment. If the State finds any provisions of the license agreement objectionable for any reason and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal will 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 unique scope of license needs to be detailed here. Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the State's sole discretion, be a basis for rejection of the offeror's Proposal if the State believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other related terms in the General Terms 'Commercial Material' Section, will likely result in a rejection of the Proposal, in the State's sole discretion.

Warranty for Commercial Materials. If the offeror plans to provide a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in the General Terms and Conditions attachment, then the scope of warranty must be detailed here. This is required even if the State will not be required to sign a license for the software. Any deviation from the standard warranty in the General Terms section of this RFP for Commercial Material will likely result in a rejection of the Proposal.

Performance Bond. The Contractor must provide a performance bond. The amount of the performance bond must be equal to at least ten per cent (10%) of the total amount of the Contract and must remain in place through the initial term of the Contract and may be renewed or continued annually with the approval of the State. Each offeror must enclose a letter of commitment from a bonding company for the performance bond with its Proposal.

Concurrent with the delivery of the performance bond, the Contractor must provide the State with a certified copy of the invoice for the bond from the bonding company. The State will reimburse the Contractor for the lesser of the amount of the performance bond reflected on the bonding company's certified invoice or the cost shown on the Cost Summary of the Contractor's Proposal.

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.

Proof of Insurance. In this section, 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.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least 1 original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

Cost Proposal. 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. Any reformatting may cause the State to reject the offeror's Proposal. (See: Part Three Proposal Submittal)

The Cost Proposal must not include exceptions to or additional terms and conditions or assumptions.

The offerors total cost for the entire Project must be broken down for each Deliverable, and the total must be represented as the not-to-exceed fixed price.

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

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

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

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, 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 and the Contractor is paid. But 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, 2005. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

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

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance

of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

Each invoice produced during the implementation and 30 day acceptance shall include a twenty percent (20%) hold-back credit. If all hardware, software, and project work has been completed in accordance with this RFP (and the resulting Contract) to the State's satisfaction the Contractor shall submit an invoice for the total amount accumulated for all hold-back credits.

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"). That section of the Revised Code currently requires monthly interest payments of one 12th of the annual rate in Section 5703.47 of the Revised Code. In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

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

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

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

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

- (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 agencies;
- (c) If required, approval of this Contract is given by the Controlling Board of Ohio; 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 have been made available.

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

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. And 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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: PROJECT & 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.

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

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

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But 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 will indemnify the State for the damage.

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

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

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

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

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

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Insurance. The Contractor will 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 will also 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, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

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

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

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

Offeror Performance Bond. If requested, the Contractor will provide the Acquisition Management Procurement Representative with a performance bond in that amount within five (5) business days after receipt of a purchase order for this Contract. The performance bond will also indemnify the State against all direct damages it suffers from any failure of the Contractor to properly perform. Failure of the Contractor to provide the performance bond on or before the date it is required to be delivered to the State will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

The bond will remain in effect for the duration of this Contract and any extensions of this Contract's initial term.

The terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

Concurrent with the delivery of the performance bond, the Contractor must provide the State with a certified copy of the invoice for the bond from the bonding company. The State will reimburse the Contractor for the lesser of the amount of the performance bond reflected on the bonding company's certified invoice or the cost shown on the Cost Summary of the Contractor's Proposal.

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

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

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

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

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

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

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

Suspension and Termination. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that

the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

This Project requires that all new equipment and software replacement work that interrupts the Clerks business will be performed after hours, and on weekends and holidays. Pre-installation activities, planning and status meetings that involve State staff will occur during normal working hours on State property Monday through Friday, 8:00 AM to 5:00 PM. Therefore, it is essential that the work schedule be negotiated and coordinated with the State and Clerks representatives.

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

If the Project, or parts of it, require installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency

Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

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

Changes. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within 5 business days after receiving the Change Order, the Contractor will 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 will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within 5 business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, 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 hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then 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 will then 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. But if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of

excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

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

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

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

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

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

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

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

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

Ownership of Deliverables. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated

in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

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

- (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.

However:

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

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

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (7) 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 warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do 1 of the following 4 things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the

source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

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

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

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

The Contractor will 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. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.

Indemnity for Property Damage and Bodily Injury. The Contractor will indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors.

Limitation of Liability.

The parties agree as follows:

- 1) The limitation in paragraph 3, does not apply to liability arising from third party claims or to sections in this document where the section expressly provides a right to particular damages such as indemnity.
- 2) Neither party is liable for any indirect, incidental or consequential loss or damage of any kind, including but not limited to lost profits, even if the parties have been advised, knew or should have known of the possibility of such damages.
- 3) The Contractor further agrees that the Contractor shall remain liable for all direct damages due to the Contractor's fault or negligence up to two (2) times the cost of the products / services.

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

Standards of Performance and Acceptance. If the RFP so indicates, there will be a performance testing period for each of the eighty-eight (88) counties and one, final statewide performance testing period for the Project. During each county and statewide performance period, the State, with the assistance of the Contractor, will perform individual county and statewide acceptance testing. Each county and statewide performance period will last up to 30 calendar days, during which time the Project must meet the standard of performance required by the RFP for 30 consecutive calendar days. The performance criteria in the RFP 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. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP. 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 all outstanding problems have been demonstrably corrected by the Contractor, the second performance period will not start, and the Project (or part thereof) will not be accepted. 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 30 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 will have the right to request 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 for each part of the Project that will be independently tested and accepted. But, unless the RFP expressly provides 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 99.7%, unless otherwise specified in the RFP. 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 is defined as 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 is defined as 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, 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.

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

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

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. During the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonable period of time. But 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-critical functions of the System inoperable or unstable, or require users or administrators to employ work-arounds to fully use the software, Contractor will respond to the request for resolution within four (4) business hours. And the Contractor must begin working on a proper solution for the problem within one (1) 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 (2) business hours of notice. Additionally, the Contractor 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 the Work section and for which the State has not signed a separate license agreement, the Contractor will acquire the right to maintenance for one (1) year. That maintenance will 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 will also 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 will obtain a commitment from the licensor to make maintenance available for the product for at least four (4) years after the first year of maintenance. The Contractor will also obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 8% annually. If the licensor is unable to provide maintenance during that 5 year period, then the licensor must be committed to doing one (1) of the following two (2) things: (a) give the State a *pro rata* refund of the license fee based on a five (5)-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. Upon equipment delivery and for thirty-six (36) months after acceptance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. (This RFP requests a thirty-six (36) month warranty agreement with an option for up to two (2), twelve (12) month extended maintenance periods.) This maintenance will 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 will include the repair, replacement, or exchange deemed necessary to keep the Equipment to good working order. 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. The warranty period begins after ODPS and the County Clerks of Court have accepted all Equipment installed and operating successfully throughout the State.

The Contractor will 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 platens, 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.

Server - The Contractor must negotiate and provide the ODPS with an OEM equipment warranty and maintenance agreement to cover the thirty-six (36) months (with the option to renew annually for up to two (2) times) from the date the warranty period begins after ODPS and the County Clerks of Court have accepted all Equipment installed and operating successfully throughout the State. The Contractor will be responsible for obtaining the following contractual agreements for this OEM equipment vendor agreement:

- The Contractor must commit to a relationship of direct communications between the OEM and ODPS for warranty and up to two (2) optional annual renewals
- Note: Because after-hours access to the Clerks' facilities is required, it will be decided by the Clerks' personnel when that access will be granted or if other hours will have to be arranged.
- The OEM vendor must be available 24x7 to perform replacements or repairs.
- This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State requests a two (2) business hour on-site response state-wide. The State also understands there are remote areas of the state that a two (2) hour business response is not feasible. The Contractor will complete Supplement 4 indicating which counties they can

meet the two (2) business hour response time requested and indicate the response time for counties that the two (2) business hour response time cannot be met. The State expects that at least eighty-five (85%) of the state will meet the two (2) business hour response criteria.

- The OEM vendor must respond within two (2) business hours to the State notification that remedial equipment maintenance is required, or the time specified for the county in the Contract if other than two (2) business hours.
- If the OEM vendor does not respond to the remedial equipment maintenance call from the State within two (2) business hours after notification by the State, or if the OEM vendor repeatedly does not complete maintenance nor provide substitute equipment after two (2) business hours of notification, or the response time applicable to the particular county, the Contractor may be held in default of this Contract.

Tape Backup System - The Contractor must negotiate and provide the ODPS with an OEM equipment warranty and maintenance agreement to cover the thirty-six (36) months (with the option to renew annually for up to two (2) times) from the date the warranty period begins after ODPS and the County Clerks of Court have accepted all Equipment installed and operating successfully throughout the State. The Contractor will be responsible for obtaining the following contractual agreements for this OEM equipment vendor agreement:

- The Contractor must commit to a relationship of direct communications between the OEM and ODPS for warranty and up to two (2) optional annual renewals
- Note: Because after-hours access to the Clerks' facilities is required, it will be decided by the Clerks' personnel when that access will be granted or if other hours will have to be arranged.
- The OEM vendor must be available 24x7 to perform repairs.
- This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State requests a next business day replacement on the tape backup system including OEM parts and labor state-wide.
- The OEM vendor must respond within the next business day after the OEM vendor is provided notification by the State that maintenance is required.
- If the OEM does not respond to the remedial equipment maintenance within the next business day after notification by the State, or if the OEM vendor repeatedly does not complete maintenance nor provide substitute equipment after the next business day of notification, the Contractor may be held in default of this Contract.

UPS - The Contractor must negotiate and provide the ODPS with an OEM equipment warranty and maintenance agreement to cover the thirty-six (36) months (with the option to renew annually for up to two (2) times) from the date the warranty period begins after ODPS and the County Clerks of Court have accepted all Equipment installed and operating successfully throughout the State. The Contractor will be responsible for obtaining the following contractual agreements for this OEM equipment vendor agreement:

- The Contractor must commit to a relationship of direct communications between the OEM and ODPS for warranty and up to two (2) optional annual renewals
- Note: Because after-hours access to the Clerks' facilities is required, it will be decided by the Clerks' personnel when that access will be granted or if other hours will have to be arranged.
- The OEM vendor must be available 24x7 to perform repairs.
- This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State requests a next business day replacement on the UPS including OEM parts and labor state-wide.
- The OEM vendor must respond within the next business day after the OEM vendor is provided notification by the State that maintenance is required.
- If the OEM does not respond to the remedial equipment maintenance within the next business day after notification by the State, or if the OEM vendor repeatedly does not complete maintenance nor provide substitute equipment after the next business day of notification, the Contractor may be held in default of this Contract.

In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications.

All maintenance will also meet any standards contained in the RFP. 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 for default without a cure period.

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

Equipment Maintenance Continuity.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets 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. But 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 proprietary 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. But any third party to whom disclosure is made will agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, the State agrees that any such proprietary 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).

Maintenance will be available as specified in the Equipment Maintenance Standards section above. 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).

The Contractor will keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance, and the State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires a part of the Project to be inoperable must be performed outside the State's customary working hours except when that part of 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).

The Contractor will 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.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION**

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

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

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

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

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

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

Compliance with Law. The Contractor agrees to comply with all applicable Federal, state, and local laws in the conduct of the Work.

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

Conflicts of Interest. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. 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 person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the 2 previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

Equal Employment Opportunity. During the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

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

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

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 *ab initio*. 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 *ab initio*.

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

**ATTACHMENT FOUR
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
INVESTMENT AND GOVERNANCE DIVISION
ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF MOTOR VEHICLES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from CSP#0A05010, entitled Automated Title Processing System County Clerk Hardware Refresh

is between the State of Ohio, through the Office of Information Technology, Investment and Governance Division, on behalf of (the "State") and _____ (the "Contractor").

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 Proposal, and written, authorized amendments 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 another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of _____, 20____, 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

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE - DO NOT FILL OUT

BY:

By: Mary F. Carroll

Title: _____

Title: Interim State Chief Information Officer

Date: _____

Date: _____

**ATTACHMENT FIVE
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 WBS 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 Agency Project Representative/Date

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

Signature of State Agency Project Representative/ Date Payment Not Authorized

ATTACHMENT SIX
OFFEROR PROFILE SUMMARY

NOTE: The Offeror Profile Summary Forms contained in this Attachment are comprised of three (3) different types of forms. The form types are:

- Attachment Six – A Intentionally Omitted,
- Attachment Six – B Offeror Requirements, and
- Attachment Six – C Intentionally Omitted.

Each form of this Attachment may contain minor variations. If an offeror elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

**ATTACHMENT SIX - A
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

INTENTIONALLY OMITTED

ATTACHMENT SIX - C
OFFEROR PROFILE SUMMARY
OFFEROR DESIRABLE REQUIREMENTS
INTENTIONALLY OMITTED

ATTACHMENT SEVEN
SUBCONTRACTOR PROFILE SUMMARY

NOTE: The Subcontractor Profile Summary Forms contained in this Attachment are comprised of three (3) different types of forms. The form types are:

- Attachment Seven – A Intentionally Omitted,
- Attachment Seven – B Subcontractor Requirements, and
- Attachment Seven – C Intentionally Omitted.

Each form of this Attachment may contain minor variations. If a subcontractor elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

**ATTACHMENT SEVEN - A
SUBCONTRACTOR PROFILE SUMMARY
SUBCONTRACTOR MANDATORY REQUIREMENTS
INTENTIONALLY OMITTED**

INTENTIONALLY OMITTED

ATTACHMENT EIGHT
CONTRACTOR PERFORMANCE FORM

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

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

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

ATTACHMENT NINE

PERSONNEL PROFILE SUMMARY

NOTE: The Personnel Profile Summary Forms contained in this Attachment are comprised of five (5) different types of forms. The form types are:

- Attachment Nine -- A Candidate References,
- Attachment Nine – B Candidate Education & Training,
- Attachment Nine – C Candidate Mandatory Requirements,
- Attachment Nine – D Intentionally Omitted, and
- Attachment Nine – E Candidate Desirable Requirements.

All or any combination of the form types may be requested for offeror key candidates. There are variations between form types and there may also be variations between the form types for different candidates. If an offeror elects to re-create the forms instead of typing in the forms using a typewriter, **please carefully review each form** to ensure that the forms have been re-created accurately.

The applicable form types should be included for each key candidate (e.g. Project Manager candidate, Database Manager candidate, and Microsoft Windows Expert candidate).

**ATTACHMENT NINE - A
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REFERENCES
THREE REFERENCES MUST BE GIVEN FOR EACH PROPOSED CANDIDATE**

Candidate's Name:

References. Provide 3 references for which each proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past 5 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. The candidate must provide a list of professional references that can attest to his/her 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 3 references are provided, the offeror must include information as to why less than 3 references were provided. The State may disqualify the Proposal if less than 3 references are given.

DUPLICATE THIS FORM AS NECESSARY.

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Exp. Month/Yr	Ending Date of Exp. Month/Yr
Description of services provided that are in line with those to be provided as part of this Project:			

**ATTACHMENT NINE - B
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 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.

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

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: A minimum of twenty-four (24) months full-time experience as a Project Manager in the last sixty (60) months

Duplicate this form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Project Manager**

Candidate's Name:

Requirement: Experience as a Project Manager from project initiation through completion on at least one (1) server-based software development and implementation, or server-based hardware installation project of at least twelve (12) months duration.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED**

Project Manager

Candidate's Name:

Requirement: Experience as a Project Manager on a project of similar size and scope to the Project during which the Project Manager delivered the project on time and within budget.

List experience involving a server-based hardware and/or software installation and implementation that is geographically dispersed throughout the State where the deployment included at least thirty (30) sites – include technical information concerning the software and hardware environment implemented. Explain how historical or legacy data was migrated to the new server environment in a short time frame. Describe how problems were resolved, relative to the geographically dispersed installation sites. Also describe how multiple sites were implemented concurrently

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Project Manager**

Candidate's Name:

Requirement: Experience in risk assessment and mitigation strategies and techniques.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Project Manager**

INTENTIONALLY OMITTED

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
Project Manager**

Candidate's Name:

Requirement: Project Management Institute (PMI) certification.
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
CONTINUED
Project Manager**

Candidate's Name:

Requirement: Project Management Certification other than PMI
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Database Manager**

Candidate's Name:

Requirement: A minimum of thirty-six (36) months full-time experience as a Database Manager in the last sixty (60) months.

Duplicate this form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Database Manager**

Candidate's Name:

Requirement: Experience on at least one (1) project demonstrating proficiency that includes, but is not limited to, the Oracle Import/Export Utility, Database Creation, Oracle SQL/Database, Oracle Networking, Windows System Administration, Windows Command Line Scripting, Oracle Advanced Replication Knowledge and Oracle Database Migration and Backup. In addition, the offeror's Oracle technician(s) must be proficient in troubleshooting these Oracle processes specific to the upgrading of the Oracle database version. The completed Personnel Profile Summary form should specifically address each item listed above and may include information regarding additional proficiency areas.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

ATTACHMENT NINE - D

PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS
Database Manager

INTENTIONALLY OMITTED

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
Database Manager**

Candidate's Name:

Requirement: Oracle Professional Certification – Specify: 8i or 9i
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
CONTINUED
Database Manager**

Candidate's Name:

Requirement: Oracle Associate Certification– Specify: 8i or 9i
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
Microsoft Windows Expert**

Candidate's Name:

Requirement: A minimum of 24 months full-time experience installing, configuring and administering Microsoft Windows 2000 Server in the last 36 months.

Duplicate this form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Microsoft Windows Expert**

Candidate's Name:

Requirement: A minimum of 12 months full-time experience in infrastructure design in Windows 2000 Directory Services in the last 24 months.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:		Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Microsoft Windows Expert**

Candidate's Name:

Requirement: Demonstrated experience in Windows 2000 Server administration and design of Directory Services on at least one (1) project of similar size and scope to the Project during which the Candidate delivered the project on time and within budget.

List experience involving a Windows 2000 Directory Services design, installation and implementation over a wide geographical area where the deployment included at least thirty (30) sites – include technical information concerning the software and hardware environment implemented. Explain how historical or legacy domain (NT) was migrated to the new directory services server environment in a short time frame; indicate release/version upgrade information. Describe how problems were resolved, relative to the geographically dispersed installation sites. Also describe how multiple sites were implemented concurrently.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
CONTINUED
Microsoft Windows Expert**

Candidate's Name:

Requirement: Demonstrated proficiency on at least one (1) project with Microsoft Windows 2000 Administration and design of Microsoft Directory Services. In addition, show proficient performance in tuning and troubleshooting.

Duplicate the form as necessary to demonstrate meeting the requirement.

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Experience: Month/Yr	Ending Date of Experience: Month/Yr	
Description of technical experience, capacity performed, and role that is related to services to be provided for this Project:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
Microsoft Windows Expert**

INTENTIONALLY OMITTED

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
Microsoft Windows Expert**

Candidate's Name:

Requirement: MCSE Windows Certification - Windows 2000 Server.
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE REQUIREMENTS
CONTINUED
Microsoft Windows Expert**

Candidate's Name:

Requirement: MCSA Windows Certification - Windows 2000 Server.
Must provide a copy of Candidate's credential or licenses.

COPY OF CERTIFICATION MUST FOLLOW THIS PAGE

**ATTACHMENT TEN
SYSTEM DEVELOPMENT LIFE CYCLE (SDLC) OVERVIEW**

INTENTIONALLY OMITTED

**ATTACHMENT ELEVEN
HARDWARE/SOFTWARE REQUIREMENTS**

The Contractor is required to provide a complete working hardware and software configuration. Any incidental items omitted from these requirements must be provided by the Contractor in order to provide a working hardware and software configuration and comply with the RFP specifications. Such items must be included in the not-to-exceed-fixed price or the cost per unit.

In the blank column before each requirement, the offeror must indicate if the requirement is met in the product being proposed by entering "yes" if available or "no" if unavailable. All documents submitted in support of compliance with the requirements of this RFP must be identified with the RFP requirement and the applicable section and page number of the document. All minimum requirements MUST be provided;

NO EXCEPTIONS ARE PERMITTED FOR THE REQUIREMENTS.

Yes	No	Proposal Sec./Page	General
Server Hardware Requirements			
			1) Processor: At a minimum Intel® Xeon™ processor at 3.4GHz/1MB Cache, 800MHz FSB
			2) Second Processor: At a minimum Intel® Xeon™ processor at 3.4GHz/1MB, 800MHz Front Side Bus that must match 1) Processor above
			3) Memory: At a minimum 4GB DDR2 400MHz (2X2GB), Single Ranked DIMMs
			4) Hard Drive: Configuration Drives attached to embedded PERC4ei, RAID 5, Minimum of 3 drives required
			5) Hard Drive Backplane: 1x8 Hot Plug SCSI Hard Drive Backplane
			6) Primary Controller: PERC4/DC, 1 Internal and 1 External Channel
			7) Primary Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			8) 2nd Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			9) 3rd Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			10) 4th Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			11) 5th Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			12) Network Adapter: Onboard dual network adapter
			13) Chassis Configuration: Chassis Orientation, Tower Configuration
			14) Operating System: No Operating System (Provided by ODPS)
			15) Documentation: Electronic Documentation and OpenManage CD Kit
			16) Bezel: Active ID Bezel Option for Tower Configuration

Yes	No	Proposal Sec./Page	General
			17) Power Supply: Redundant Power Supply with Y-CORD
			18) DVD-CD-RW Drive Option: At a minimum 24X IDE
			19) Floppy Drive: At a minimum 1.44MB Floppy Drive
			20) Keyboard: Standard Windows Keyboard
			21) Mouse: At a minimum Logitech PS/2 2-button Mouse with Scroll
			22) Remote hardware diagnostics: Remote hardware diagnostics capability from the Public Safety Network including problem reporting capabilities
			23) Monitor: At a minimum Digital Flat Panel Monitor, 15 inch (15in Viewable)
Uninterruptible Power Supply (UPS) Hardware Requirements			
			24) An Uninterruptible Power Supply must be provided for each of the eighty-eight (88) Clerks' main offices, installed and configured to support the server and communications router where feasible to allow for orderly shutdown in the case of commercial power failure. Estimated up-time needs to be 20-30 minutes – Minimum supported up-time must be 20 minutes. Two (2) comparable UPS units must be provided for the central Columbus site.
			25) The UPS must include both a visual and audible method to alert that the UPS has been activated. A battery charge indicator is also required.
			26) Once activated, the UPS must display an estimate of the time remaining before it is drained. The UPS status display may be on the UPS or it may utilize software provided on the server. If the UPS manufacturer/vendor provides an interface to the server for displaying the UPS' status via the server's monitor, the offeror must provide the appropriate hardware, cabling, software, software license, installation, and configuration of such interface for each site to implement that feature.
Tape Backup Hardware Requirements			
			27) Ultra 2 SCSI LVD/SE External connection; High Density, 68 pin SCSI-2
			28) 8 Cartridge autoloader capacity at a minimum
			29) 200Gb/400Gb Native/Compressed LTO 2 Data Cartridge Capacity
			30) LTO 2 Drive Type internal to autoloader library
			31) Transfer Rate Per LTO 2 Drive Native/Compressed 35mb/sec/60mb/sec
			32) LTO 2 File Access time (average) 49 seconds at a maximum
			33) LTO 2 Data Buffer 64mb at a minimum
			34) LTO 2 Media Load Time – Maximum 10 seconds
			35) LTO 2 Cartridge Change 10 Seconds at a maximum
			36) Ten (10) initial media LTO-2 tapes and one (1) cleaning tape

Yes	No	Proposal Sec./Page	General
			37) Physical unit to sit on top or next to server with cable provided
Tape Backup Software Requirements			
			38) Management console tape backup software for Windows 2000 or newer version can be installed at the central Columbus site only and it provides for centralized management of the tape backup software and autoloader devices in all Clerks' county offices. Centralized Management should include reporting of success and failures, configuration of backup jobs, scheduling of new backup jobs, deletion of backup jobs, and related
			39) Management console tape backup software for Windows 2000 or newer version must provide central Columbus site with one consolidated report for all 88 Clerks' county offices, and one report of any of the individual Clerks' county offices, that includes all backup status, errors, media tests, free space, labeling of media, configuration, schedules and connection status for each report type (all and individual counties).
			40) Windows 2000 compatible tape backup software for the tape backup at the county allows multiple scheduling of various amounts of data to be backed up at various times of the day or night manually and automatically from the Clerk's county office server to the Clerk's county office tape backup hardware.
			41) Windows 2000 compatible tape backup software for the tape backup at the county can be set to perform full and incremental backups manually and automatically as needed.
			42) Data backups run from the local server to the local tape in the autoloader only. Data will not be backed up to the central Columbus server site.
Mandatory Installation Service Requirements			
			43) The Contractor must ensure Remote Control capabilities of the server and operating system are configured to allow full administrator access remotely from the Department of Public Safety through the wide-area network.
Installation Service Requirements			
			44) The Contractor must ensure Remote Control capabilities of the server and operating system are configured to allow full administrator access remotely from the Department of Public Safety through the wide-area network.
			45) A pilot implementation must be demonstrated to operate properly and error-free for two weeks, at two (2) Clerks' offices, prior to beginning the roll-out to the other eighty-six (86) Clerks' offices. See "Test Sites," in Attachment 13.

ATTACHMENT TWELVE

COST SUMMARY

OVERVIEW

Attached are two cost summary tables. Below is an explanation of how each should be used.

1. **Table I, County and Central Office Cost Summary Detail** – Fill out one form completely for each county. As a result eighty-eight (88) forms, one for each county, should be completed. Also fill out one form completely for the central office for a total of eighty-nine (89) forms. Include all of these filled out forms with the offeror Proposal.
2. **Table II, Cost Summary** – Costs for all eighty-eight (88) counties and the central office should be rolled up into this one cost summary page. Each section on the County and Central Office Cost Summary Detail page corresponds with this Cost Summary page.

**ATTACHMENT TWELVE
COST SUMMARY**

Table I - County and Central Office Cost Summary Detail

County Name: _____ Main Office and Branches

		Model No.	Quantity	Unit Price	Extended Price	Annual Per Unit Service
A.	Server					
B.	Backup Storage					
C.	Backup Storage Media					
D.	UPS System					
E.	Other Hardware					
1.	Total Hardware Cost			(A. - E. above)		
A.	Backup System Software					
B.	UPS Software					
C.	Other Software					
2.	Total Software Cost			(A. - C. above)		
A.	Project Management					
B.	County Site Preparation					
C.	County Data Conversion and Migration					
D.	County Installation					
E.	Other Installation					
3.	Total Installation Cost			(A. - E. above)		
A.	Optional Maintenance – Year One (1)					
1)	Server					
2)	Backup Storage					
3)	Backup Storage Media					
4)	UPS System					
5)	Other Maintenance					
B.	Optional Maintenance – Year Two (2)					
1)	Server					
2)	Backup Storage					
3)	Backup Storage Media					
4)	UPS System					
5)	Other Maintenance					
4.	Total Maintenance Cost			(A. - B. above)		

		Model No.	Quantity	Unit Price	Extended Price	Annual Per Unit Service
	TOTAL COSTS					

ATTACHMENT TWELVE

**Table II
COST SUMMARY**

HARDWARE	Quantity	Unit Cost	Extended Purchase Price
88 County Servers (Also include 13 test & configuration servers for the Central Columbus site)	101	(Listed in Table I)	\$ _____
88 County Tape Backup Storage Systems (Also include 2 for the Central Columbus site)	90	(Listed in Table I)	\$ _____
88 County Tape Backup Storage Media (Also include 2 for the Central Columbus site)	90	(Listed in Table I)	\$ _____
88 County Uninterruptible Power Supply (UPS) Systems (Also include 2 for the Central Columbus site)	90	(Listed in Table I)	\$ _____
Other hardware			\$ _____
Total Hardware Cost			\$ _____

SOFTWARE			
88 County Tape Backup Storage System Software (Also include 2 for the Central Columbus site)	90	(Listed in Table I)	\$ _____
88 County Uninterruptible Power Supply (UPS) System Software (IF APPLICABLE) (Also include 2 for the Central Columbus site)	90	(Listed in Table I)	\$ _____
Other software			\$ _____
Total Software Cost			\$ _____

INSTALLATION			
Project Management			\$ _____
County Site Preparation			\$ _____
County Data Conversion / Migration			\$ _____
County Installation			\$ _____
Other installation costs			\$ _____
Total Installation Cost			\$ _____

MAINTENANCE			
Year One (1) – INCLUDED			

Year Two (2) - INCLUDED			
Year Three (3) – INCLUDED			
Year Four (4) – (State option to initiate)			
Server			\$ _____
Tape Backup System			\$ _____
UPS			\$ _____
Year Five (5) – (State option to initiate)			\$ _____
Server			\$ _____
Tape Backup System			\$ _____
UPS			\$ _____
Total Maintenance Costs			\$ _____

TOTAL COST SUMMARY	
Total Hardware Cost	\$ _____
Total Software Cost	\$ _____
Total Installation Cost	\$ _____
Total Maintenance Cost	\$ _____
Grand Total Not-To-Exceed Fixed Price	\$ _____

Performance Bond Cost
\$ _____

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

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

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number									

OR

Employer identification number									

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

- 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**
- 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 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.

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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see **Part III instructions** on page 2.)

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include 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.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

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 social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

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 of 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, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give 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. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% 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.

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	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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.

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal 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.)

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.

Supplement 2

County Office Hours

Supplement 2 County Office Hours

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Adams 0101	Gary Gardner	215 N. Cross St. Rm 101 West Union, OH 45693	937-544-2345	Charlotte Seaman	8:30am-6:00pm M 8:30am-4:00pm T-F	
Allen 0201	Gina Staley- Burley	330 N Elizabeth St. PO Box 1243 Lima, OH 45802	419-223-8529	Joan Ricker	8:00am-4:30pm M-F	
Allen- Remote 0210		301 N Main Street Lima, OH 45801	419-228-3700 Ext 8754 or 419-223-8529	Clerk Anne Geiger or Joan Ricker in Main Office		
Ashland 0301	Annette Shaw	142 W Second St, Courthouse Basement Ashland, OH 44805	419-282-4366	Jaime Bright	8:00am-5:00pm M 8:00am-4:00pm T-F	
Ashtabula 0401	Carol Mead	2 W. Walnut Street Jefferson, OH 44047	216-576-2529	Linda Licate	8:00am-4:30pm M-F 8:00am-12:00pm S	
Athens 0501	Ann Trout	180 W. Union Street PO Box 290 Athens, OH 45701	740-592-3245	Brenda Lambert	8:00am-6:30pm M 8:00am-4:00pm T-F 9:00am-12:00pm S	
Auglaize 0601	Sue Ellen Kohler	604½ S. Blackhoof St. PO Box 409 Wapakoneta, OH 45895	419-738-7896	Kelly Varno	8:30am-4:30pm M-F	
Belmont 0701	Randy Marple	101 W. Main St. St.Clairsville, H 43950	740-699-2139	Christine Sharp	8:30am-6:00pm M 8:30am-4:15pm T-F	
Belmont- Bridgeport 0702		OFFICE CLOSED DUE TO FLOODING FALL '04				
Brown 0801	Tina Maranda	800 Mt. Orab Pike Georgetown, OH 45121	937-378-3863 or 0513	Linda Pride	7:30am-4:30pm M-F 8:00am-12:00pm S	
Butler 0901	Cindy Carpenter	315 High St. Hamilton, OH 45011	513-887-3090 or 3090 or 3282	Stewart Leonard Cel 513-383-0628	8:30am-6:00pm M 8:30am-4:30pm T-F 9:00am-12:00pm S	Alt contacts Jerome Cook and Hall Thompson
Butler- Middletown 0902		333 City Centre Mall Middletown, OH 45042	513-425-8766	Mary Neece	Hours same as main	
Butler- West Chester 0903		4887 Smith Road West Chester, OH 45069	513-860-9702	Sandra Andrews	Hours same as main	
Butler- Fairfield 0904		500 Patterson Blvd. Fairfield, OH 45014	513-737-7308	Nicole Wilson	Hours same as main	
Carroll 1001	William Wohlwend	119 S. Lisbon Street Suite 401 Carrollton, OH 44615	330-627-5282	Sandy Ketchum	8:00am-4:00pm M-F	
Champaign 1101	Edward Preston	1512S. St. Rt 68, Bay 11 Urbana, OH 43078	937-653-2748	Carol Terry	8:00am-6:00pm M 8:00am-4:00pm T-F	
Clark 1201	Ron Vincent	50 E. Columbia St. Springfield, OH 45502	937-328-2570	Rita Larimore Carol Vincent	10:00am-6:30pm M 8:00am-4:30pm T-F	
Clark- 1202 New Carlisle		430 N. Main Street New Carlisle, OH	937-845-4198	Kim Albert	Hours same as main	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Clermont 1301	Barb Wiedenbein	145 Foundry Ave. Batavia, OH 45103	513-732-7283	Shirley Williamson	8:00am-4:45pm M-T- Th-F 8:00am-6:15pm W 8:00am-1:45pm S	
Clermont- Milford 1302		1011Lila Ave. Milford, OH 45150	513-831-9474	Sandy Duhl	8:00am-4:45pm M-F 8:00am-12:45pm S	
Clinton 1401	JoAnn Chamberlin	180 E. Sugartree Wilimington, OH 45177	937-382-0375	Julianne Mason	7:30am-4:15pm M-F 9:00am-12:00pm S	
Columbiana 1501	Anthony Dattilio	130 South Market St. PO Box 349 Lisbon, OH 44432	330-424-6665	Joann Kale	8:00am-4:00pm M-F	
Coshocton 1601	Irene Miller	706 South Seventh Street Coshocton, OH 43812	740-622-1459	Kathy Stone Or Edie	8:30am-4:30pm M-F 8:00am-12:00pm S	
Crawford 1701	Sue SeEVERS	1653 Marion Road PO Box 745 Bucyrus, OH 44820	419-562-4888	Tina Sluss	8:30am-5:00pm M 8:30am-4:30pm T-F	
Cuyahoga 1801	Gerald Fuerst	1261 Superior Ave Cleveland, OH 44114	216-443-3623 216-443—8900 (general)	Antonio Levison Joe or Howard	9:00am-4:30pm M-F	
Cuyahoga- Mayfield Heights 1802		1623 Golden Gate Plaza Mayfield Hgts, OH 44124	440-442-3537	Michele Fatica	9:00am-4:30pm M-F	
Cuyahoga- Maple Heights 1803		20820 Southgate Park Blvd. Maple Hgts., OH 44137	216-475-6855	Larry Williams	9:00am-4:30pm T-F 9:00am-1:00pm S	
Cuyahoga- Parma 1804		5743 Chevrolet Blvd Parma, OH 44130	440-888-7050	Vicky Smith	9:00am-4:30pm M-TH- F 9:00am-1:30pm T 9:00am-7:00pm W	
Cuyahoga- North Olmsted 1805		5069 The Arcade North Olmsted, OH 44070	440-777-4060	Lynda Starurski	9:00am-4:30pm M-TH- F 9:00am-7:00pm T 8:30am-12:30pm S	
Cuyahoga- Remote 1810		1200 Ontario Street Justice Center Cleveland, OH 44113	216-443-7955 or 7988	Antonio Levison Ask for Jim, John Or Ralph		
Darke 1901	Cindy Pike	641 Wagner Ave. Suite C Greenville, OH 45331	937-548-9210	Moleta Mikesell	8:00am-6:30pm M 8:00am-5:00pm T-F	
Defiance 2001	Jean Ziegler	221 Clinton Street Defiance, OH 43512	419-782-1936	Kathy Goedde	8:30am-4:30pm M-F	
Delaware 2101	Jan Antonoplos	12-B Troy Rd Georgetown Shopping Center Delaware, OH 43015	740-368-1845	Terry Moore	8:00am-6:30pm M 8:00am-4:30pm T-F 8:00am-12:00pm S	
Delaware- Lewis Center 2102		8647 Columbus Pike Lewis Center, OH 43035	740-657-3945	Natalie Fravel	8:00am-4:30pm M-F	
Erie 2201	Barbara Johnson	247 Columbus Ave Rm 131 Sandusky, OH 44870	419-627-7626	Sandra Brown	8:00am-4:00pm M-TH 8:00am-5:00pm S	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Fairfield 2301	Ron Balsler	982 Liberty Drive Lancaster, OH 43130	740-687-7037	Ann Anderson	8:00am-5:00pm M-F 8:30am-12:00pm S	
Fairfield- Pickerington 2302		485 Hill Road North Pickerington, OH 43147	614-833-5856 or 5852	Vera Carroll	8:00am-5:00pm M-F	
Fayette 2401	Larry Long	130 E. East Street Washington C.H., OH 43160	740-335-6041	Wendi Swigert	9:00am-6:00pm M 9:00am-4:00pm T-F	
Franklin 2501	John O'Grady	45 Great Southern Blvd Great Southern Shopping Center Columbus, OH 43207	614-462-3090 Missy 6023 Lori 4179	Mark Dempsey Miissy Stoflinsky Lori Varney Julie Erwin	8:00am-5:00pm M-F	Fax 614-462-6656
Franklin-North 2502		1484 Morse Rd Columbus, OH 43229	614-462-4829 or 4832	Nancy Mullins Or Sandy	8:00am-5:00pm M-F 8:00am-12:00pm S	
Franklin- West 2503		3451 Great Western Blvd Columbus, OH 43204	614-462-2552	Teresa Burleson Or Tammy Oyer	8:00am-5:00pm M-F 8:00am-12:00pm S	
Franklin-East Town& Country 2504		5111 East Main Street Columbus, OH 43213	614-462-5568	Carlton Weddington	8:00am-5:00pm M-F 8:00am-12:00pm S	
Franklin- Shipley 2505		1970 West Broad Street Columbus, OH 43216	614-995-5502 or 5913	Kristina Butler Michelle Williams Whitney Bell	8:00am-5:00pm M-F 8:00am-12:00pm S	
Franklin-Alum Creek 2506		1583 Alum Creek Drive Columbus, OH 43209	614-995-5894 or 5895	Jody Lynde	8:00am-5:00pm M-F 8:00am-12:00pm S	
Franklin- Remote 2510		369 South High Street 3 rd Floor Columbus, OH 43215	614-462-2725	James Gregory		
Fulton 2601	Mary Gype	152 S. Fulton Street Wauseon, OH 43567	419-337-9204	Jeanne Roe	8:30am-4:30pm M-F	
Gallia 2701	Noreen Saunders	499 Jackson Pike Suite C Gallipolis, OH 45631	740-441-2185	Mary Newsome	8:00am-6:00pm M 8:00am-4:30pm T-F 8:30am-12:00pm S	
Geauga 2801	Denise Kaminski	470 Center Street, Bldg 8- B Chardon, OH 44024	440-285-2222 Press 0	Jean Fromwiller or Sheryll Hubbard	9:00am-6:00pm M 8:00am-4:30pm T-F	Sheryll Hubbard – home 440-417-0915 Cel 440-537-7255
Geauga- Remote 2810		100 Short Court Courthouse Chardon, OH 44024	440-285-2222 Press 0	Jean Fromwiller		
Greene 2901	Terri Mazur	601 Ledbetter Rd Xenia, OH 45385	937-562-6055	Karen Molden	8:00am-7:00pm M 8:00am-4:30pm T-F 8:00am-12:00pm S	
Greene- Beavercreek 2902		1221 Meadowbridge Dr Beavercreek, OH 45430	937-429-0500	Kim Downs	8:00am-7:00pm M 8:00am-4:30pm T-F	
Greene- Fairborn 2903		1286 N Broad Street Fairborn, OH 45324	937-879-0252	Celeste Robinson	8:00am-7:00pm M 8:00am-4:30pm T-F	
Guernsey 3001	Teresa Dankovic	224 Dewey Ave Rm6 Cambridge, OH 43725	740-432-9235 Ext22	Nancy Douglas	8:30am-5:00pm M 8:30am-4:00pm T-F	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Hamilton 3101	Gregory Hartman	County Administration Bldg 1001 Main St Cincinnati, OH 45202	513-946-4646 Press 1 then 0	Denny Lanter	8:00am-4:00pm M-F	
Hamilton- Redbank 3102		4790 Redbank Road Cincinnati, OH 45227	513-271-0220	Shawna Derrenkamp	9:00am-6:00pm M-F	
Hamilton- West Kemper 3103		1216 W. Kemper Rd. Cincinnati, OH 45240	513-742-6650 or 6520	Mary Stergiopulos	9:00am-6:00pm M-F	
Hamilton- GlenCrossing 3104		5089 Glencrossing Road Way Cincinnati, OH 45238	513-347-0567	Dan Daria	9:00am-6:00pm M-F	
Hancock 3201	Cathy Prosser Wilcox	8210 County Rd 140 Suite E Findlay, OH 45840	419-424-7040	Cheryl May	8:00am-6:00pm M 8:00am-4:30pm T-F	
Hardin 3301	Lori Stevenson	1021 W. Lima St. Suite 102 Kenton, OH 43326	419-674-2279	Shannon Robinson	8:30am-6:00pm M 8:30am-4:00pm T-F	
Harrison 3401	Barbara Yoho	538 N. Main Street Suite C Cadiz, OH 43907	740-942-4424	Cheryl Ledger	8:30am-4:30pm M-F 8:00am-12:00pm S	
Henry 3501	Judy Sonnenberg	612 North Perry St. PO Box 71 Napoleon, OH 43545- 0071	419-599-2341	Pat Mahnke or Bobbie Kirschner	8:30am-6:00pm M 8:30am-4:30pm T-F	
Highland 3601	Paulette Donley	Hi-Tec Bldg., 1575 N. High Street PO Box 821 Hillsboro, OH 45133	937-393-9958	Bobbi Kirschner	8:00am-4:30pm M-F 8:00am-12:00pm S	
Hocking 3701	Narcie Stahr	1 Main Street PO Box 108 Logan, OH 43138	740-385-2675	Nancy Carter	8:30am-4:00pm M-F	
Holmes 3801	Dorcas Miller	75 E. Clinton Street Suite 104 Millersburg, OH 44654	330-674-9711	Sue Cool	8:00am-6:00pm M 8:00am-4:30pm T-F	
Huron 3901	Sue Hazel	130 Shady Lane Drive Norwalk, OH 44857	419-668-5717	Carol Emmons or Jane Knoftz	8:00am-4:30pm M-F 8:00am-12:00pm S	
Huron- Willard 3902		118 Blossom Center Williard, OH 44890	419-933-7514	Brenda Fox	12:00pm-4:30pm M-W- F	
Huron- Remote 3910		2 East Main Street Norwalk, OH 44857	419-668-5113 or 5717	Carol Emmons in Main office		
Jackson 4001	Robert Walton	301 Huron Street Jackson, OH 45640	740-286-5431	Clo McWhorter	8:00am-4:30pm M-F 8:00am-12:00pm S	
Jefferson 4101	John Corrigan	301 Market Street PO Box 1326 Steubenville, OH 43952	740-283-8509	Diana Thomas or Darlene Powell	8:30am-4:10pm M-F	
Jefferson- Rayland 4102		195 Main Street Rayland, OH 43943	740-859-0411 or 6278	Becky Koran	8:30am-4:14pm M-F	
Knox	MaryJo	671 North Sandusky	740-393-6791	Becki Smith	8:00am-5:00pm M	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
4201	Hawkins	Street Mt. Vernon, OH 43050			8:00am-4:00pm T-F	
Lake 4301	Lynne Mazeika	2736 North Ridge Rd. Suite 6 Painesville, OH 44077	440-350-2579	Carrie Spiesman	8:00am-4:30pm M-W- TH-F 8:00am-6:30pm T 8:00am-12:00pm S	
Lake- Wickliffe 4302		30182 Euclid Ave Wickliffe, OH 44092	440-944-2221	Cherie Barnicoat	8:00am-4:30pm M-W- TH-F 8:00am-6:30pm T	
Lawrence 4401	Les Boggs	1 Veterans Square PO Box 208 Ironton, OH 45638	740-533-4353	Freda Turvey	8:30am-4:00pm M-F	
Licking 4501	Gary Walters	877 E. Main Street Newark, OH 43055	740-349-6007	Sue Sensibaugh Or Linda Shue	8:00am-5:00pm M-F 8:00am-12:00pm S	
Licking- Pataskala 4502		61 E. Broad Street Pataskala, OH 43062	740-927-7757	Dixie Walsh	8:00am-5:00pm M-F	
Logan 4601	Dottie Tuttle	1365 County Rd 32 N Suite 4 Bellefontaine, OH 43311	937-599-7254	Shelly Roby	8:30am-4:30pm M-F	
Lorain 4701	Ron Nabakowski	226 Middle Ave PO Box 758 Elyria, OH 44036	440-329-5130	Tyrone Montgomery	8:15am-4:30pm M-F	
Lorain – Elyria 4702		229 Broad Street Elyria, OH 44035	440-329-5428 or Elayne direct 5423	Elayne Johnson	8:00am-6:30pm M 8:00am-5:00pm T-F 9:00am-1:00pm S	
Lorain- Lorain 4703		205 West 20 th St. Suite M200 Lorain, OH 44052	440-244-5800	Mary Lou Maksymiw	8:15am-4:30pm	
Lorain- Remote 4710		225 Court Street Elyria, OH 44036	440-329-5358 or 5130	Tyrone Montgomery in Main office		
Lucas 4801	Bernie Quilter	1600 Madison Ave Toledo, OH 43624	419-245-4203 or 4205 (main)	Jan Smith	8:30am-5:00pm M-F	Jan's pager 419-539-0508
Lucas- Sylvania 4802		4900 N. McCord Rd. Sylvania, OH 43560	419-885-3373	Kathy Reno	8:30am-5:00pm M-F	
Lucas- Heatherdowns 4803		4456 Heatherdowns Blvd. Toledo, OH 43614	419-382-8900	Dwayne Gibson	8:30am-5:00pm M-F	
Lucas- Oregon 4804		3034 Navarre Ave Oregon, OH 43616	419-213-8580	Denise Darr	8:30AM-5:00PM M-F	
Madison 4901	Marie Parks	289 Lafayette Street Suite J London, OH 43140	740-852-9121	Linda Holloway	8:00am-4:00pm M-W- TH-F 10:00am-6:00pm T	
Mahoning 5001	Anthony Vivo	2801 Market Street Youngstown, OH 44507	330-740-2111	Diana Slack	8:00am-4:15pm M-F	
Mahoning- Sebring 5002		605 East Ohio Sebring, OH 44672	330-938-9873	Mimi Pagan	8:00am-4:15pm M-F	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Marion 5101	Julie Kagel	222 W. Center Street Marion, OH 43302	740-223-4080	Chris Foulke Or Jason	8:00am-6:30pm M 8:00am-5:00pm T-F 8:00am-12:00pm S	
Medina 5201	Kathy Fortney	976 N. Court Street Medina, OH 44256	330-722-9253 Press 3 then 2	Dennis Hawke Cel 330-416-3160	8:30am-5:00pm M-F 9:00am-12:00pm S	
Medina – Brunswick 5202		4274 Manhattan Ave. Brunswick, OH 44212	330-225-1700	Cathie Seymour	8:30am-5:00pm M-F	
Medina- Wadsworth 5203		129 S Main St. Wadsworth, OH 44281	330-336-6655	Bridgette Bleuenstein	8:30am-5:00pm M-F 9:00am-12:00pm S	
Meigs 5301	Marlene Harrison	100 Second Street PO Box 151 Pomeroy, OH 45769	740-992-2693	June Eichinger	8:30am-4:30pm M-W- TH-F 8:30am-6:30pm T	
Mercer 5401	James Highley	318 Portland Street Celina, OH 45822-2038	419-586-5005	Beth Schaffner	8:30am-6:00pm M 9:00am-4:30pm T-F	
Miami 5501	Jan Mottinger	1275-A Experiment Farm Rd Troy, OH 45373	937-332-6812	Harold Baker	8:00am-6:00pm M 8:00am-4:30pm T-F	
Monroe 5601	Beth Rose	101 N. Main Street RM 25 Woodsfield, OH 43793	740-472-2502	Beth Rose	8:30am-4:30pm M-F	
Montgomery 5701	Dan Foley	451 W. Third Street Dayton, OH 45422	937-225-4480 Pam 5872 Server 513-224-3994	Pam Hill Or Paul Porcino	8:00am-4:30pm M-F	Pam's Cel Phone 937-545-7018 Downstairs 937-496-7600
Montgomery- West Carrollton 5702		1152 E. Central Ave. West Carrollton, OH 45449	937-496-7077	Linda Longo	8:00am-6:00pm T 8:00am-5:00pm W –TH 8:00am-4:30PM F 8:00am-1:00pm S	
Montgomery- Huber Heights 5703		6108 Chambersburg Rd. Huber Heights, OH 45424	937-236-9371	Beverly Osege	8:00am-5:00pm T 8:00am-6:00pm W 8:00am-5:00pm TH 8:00am-4:30pm F 8:00am-1:00pm S	
Montgomery- Trotwood 5704		6009 W. Third St. Trotwood, OH 45427	937-225-6303	Barb Sanders	8:00am-6:00pm T 8:00am-5:00pm W –TH 8:00am-4:30PM F 8:00am-1:00pm S	
Montgomery- Clayton 5705		8391 N. Main St. Dayton, OH 45415	937-264-0996	Pat Turner	8:00am-5:00pm T W 8:00am-6:00pm TH 8:00am-4:30pm F 8:00am-1:00pm S	
Montgomery- Centerville 5706		108 Spring Valley Road Centerville, OH 45458	937-435-5971	Kathy Clark	8:00am-6:00pm M 8:00am-5:00pm T-F 8:00am-12:00pm S	
Montgomery- Remote 5710		41 N Perry Street Dayton, OH 45422	937-225-6118	Chris Romer		
Morgan 5801	Mary Gessel	19 East Main Street McConnelsville, OH	740-962-4752	Michele James	8:00am-4:00pm M-TH 8:00am-5:00pm F	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
		43756				
Morrow 5901	Geraldine Park	48 East High Street Mt. Gilead, OH 43338	419-947-5090	Gretchen Tennant	8:00am-4:30pm M-F	
Muskingum 6001	Todd Bickle	22 N. Fifth Street Zanesville, OH 43702	740-455-7103	Debra Starkey	8:30am-4:30pm M-F	
Noble 6101	Karen Starr	350 Courthouse Caldwell, OH 43724	740-732-4408	Debbie Schockling	8:00am-4:00pm M-W 8:00am-12:00pm TH 8:00am-6:00pm F	Closed for lunch from 1130-1230 M-T-W-F
Ottawa 6201	JoAn Monnett	315 Madison Street Courthouse , RM 207 Port Clinton, OH 43452	419-734-6752	Cindy Ling	8:30am-4:30pm M-F	
Paulding 6301	Eleanor Edwards	119 W. Perry Street Paulding, OH 45879	419-399-8211	Judy Sawyer	8:00am-6:00pm M 8:00am-4:00pm T-F 8:00am-11:30 S	
Perry 6401	Timothy Wollenberg	600 W. Broadway New Lexington, OH 43764	740-342-5515	Cathy Saunders	8:30am-6:30pm M 8:30am-5:00pm T-F 8:00am-12:00pm S	
Pickaway 6501	James Dean	141 W. Main Street PO Box 270 Circleville, OH 43113	740-474-2723	Judy Sowers	9:00am-6:00pm M 8:00am-4:00pm T-F	
Pike 6601	John Williams	230 Waverly Plaza Suite 1300 Waverly, OH 45690	740-941-4901	Ann Baker	8:30am-4:00pm M-F	
Portage 6701	Delores Reed	449 S. Meridian Street PO Box 1217 Ravenna, OH 44266- 1217	330-297-3450	Rosemary Bixler	8:00am-4:00pm M-F	
Preble 6801	Christopher Washington	546 N. Barron Street Eaton, OH 45320	937-456-8181	Donna Oppie	8:00am-6:00pm M 8:00am-4:30pm T-W & F 8:00am-12:00pm TH & S	
Putnam 6901	Teresa Lmmers	245 East Main Street, Suite 106 Ottawa, OH 45875	419-523-5284	Sue Fike Or Nancy	8:30am-5:30pm M-F	
Richland 7001	Linda Frary	19 E. Temple Court Mansfield, OH 44902	419-774-5513	Sharon Shaughency Or Julia	8:00am-5:00pm M 8:00am-4:00pm T-F	
Richland- Shelby 7002		49 E. Main Street Shelby, OH 44875	419-347-1240	Naomi Amstutz	8:00am-5:00pm M 8:00am-4:00pm T-F	
Ross 7101	Ty Hinton	475 Western Ave. Suite M Chillicothe, OH 45601	740-702-3023	Donna Snyder	8:00am-6:00pm M 8:00am-4:30pm T-F 8:00am-12:00pm S	
Sandusky 7201	Warren Brown	500 W. State Street Suite B Fremont, OH 43420	419-334-9407	Barb Haynes Or Hilda Palomo	8:00am-4:30pm M-F 9:00am-12:00pm S	Gary Kirsch 419-334-6247 Pager 419-816-0018
Scioto 7301	Mildred Thompson	602 7th Street Rm205 Portsmouth, OH 45662	740-355-8234	Kelly McGraw	8:00am-4:30pm M-F	
Seneca 7401	Mary Ward	117 E. Market Street Suite 4102 Tiffin, OH 44883	419-447-3433	Teresa Roessner	8:30am-4:30pm M-F	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
Shelby 7501	Michele Mumford	1000 Milligan Court Suite 101 Sidney, OH 45365	937-498-7277	Penny Willis	8:30am-4:30pm M-F 8:00am-12:00pm S	
Stark 7601	Phil Giavasis	110 Central Plaza South Suite 160 Canton, OH 44702	330-451-7812 or 7806	Cindy Meininger Or John Whitsel	8:00am-5:00pm M-W- TH-F 8:00am-6:00pm T	
Stark- Massillon 7602		1972 Wales Rd., NE Massillon 44646	330-833-1009	Tammi McFarren	8:00am-5:00pm M-W- TH-F 8:00am-6:30pm T 8:00am-12:00pm S	
Stark- Alliance 7603		513 E. Main St. Alliance, OH 44601	330-823-7072	Ann Shank Or Liz	8:00am-5:00pm M-W- TH-F 8:00am-6:30pm T 8:00am-12:00pm S	
Summit 7701	Diana Zaleski	1030 E. Tallmadge Ave Akron, OH 44310	330-630-7200	Annette Macchiarole	8:00am-4:30pm M-F 9:00am-12:45pm S	
Summit- Portage Lakes 7702		480 Portage Lakes Dr. Akron, OH 44319 Coventry Township	330-644-8848	Eileen McCloud Or Renee Or Jayleen	9:00am-5:30pm M-F	
Summit- Macedonia 7703		9735 Valley View Road Macedonia, OH 44056	330-467-7333 or 330-342-3858	Nancy Robinson	9:00am-5:30pm M-F	
Trumbull 7801	Karen Allen	160 High Street Adm. Bldg. 1st Floor Warren, OH 44481	330-675-2407	Barbara Rapone	8:30am-4:30pm M-F	
Tuscarawas 7901	Rockne Clarke	125 E. High Ave RM 125 New Philadelphia, OH 44663	330-365-3227	Peggi Van Winkle Or Barb Penrod	8:00am-6:00pm M 8:00am-4:30pm T-F	
Tuscarawas- Uhrichsville 7902		206 E. 3rd St. Uhrichsville, OH 44683	740-922-6804	Betty Heavilin	8:30am-6:30pm M 8:30am-6:00pm T-F 8:00am-12:00pm S	
Union 8001	Paula Warner	940 London Avenue Suite 1400 Marysville, OH 43040	937-645-3009	Kathy Birchfield	11:30am-7:00pm M 8:30am-4:00pm T-F	
Van Wert 8101	Carol Speelman	121 E. Main Street 3 rd Floor Van Wert, OH 45891	419-238-6989	Sue Wehage	8:30am-5:00pm M 8:30am-4:00pm T-F	
Vinton 8201	Lisa Gilliland	301 W. High Street McArthur, OH 45651	740-596-5401	Christine Hatem Or Lynn	8:00am-6:30pm M 8:00am-5:00pm T-F 8:00am-12:00pm S	
Warren 8301	James Spaeth	19 Dave Avenue Lebanon, OH 45036	513-695-1793	Norma Stephenson	8:30am-4:30pm M-F	
Warren- Franklin 8302		245 S. Main St. Franklin, OH 45005	937-746-4632	Sue Wells	8:30am-4:30pm M-F	
Warren- Mason 8303		770 Reading Rd Mason, OH 45040	513-336-6795	Debbie Egleston Or Amanda Wilson	8:30am-4:30pm M-F	
Washington 8401	Judy Van Dyk	146 B Grass Street Marietta, OH 45750	740-373-5527	Joan Brown Paula Hendrickson	8:00am-5:00pm M-F 8:30am-2:00pm S	
Wayne	Carol White-	200 Vanover Street	330-287-5471	Sue Davies	8:00am-4:30pm M-T-	

COUNTY	CLERK	ADDRESS	AREA/PHONE	CONTACT	HOURS	NOTES
8501	Millhoan	Suite 2 Wooster, OH 44691		Or Nan	W-F 8:00am-6:00pm TH 8:00am-12:00pm S	
Wayne- Orrville 8502		207 N. Main Street Orville, OH 44667	330-682-8932	Michelle Mast	8:00am-4:30pm M-F	
Wayne- Rittman 8503		30 N. Main Street Rittman, OH 44270	330-927-2001	Carol Goff	8:00am-4:30pm M-F	
Wayne- Remote 8510		107 W Liberty Street Wooster, OH 44691	330-262-2129	Carol White- Milhoan (clerk)		
Williams 8601	Kimberly Herman	13065 Co. Rd. D-50 Lot B Bryan, OH 43506	419-636-1915	Sheila McFarland	8:30am-4:30pm M-F 8:00am-12:00pm S	
Wood 8701	Rebecca Bhaer	1616 E. Wooster Street Unit 16 Bowling Green, OH 43402	419-354-9180 or 9181	Michael Merillat	8:30am-4:30pm M-F 9:00am-12:00pm S	
Wyandot 8801	Ann Dunbar	109 S. Sandusky Ave RM 13 Upper Sandusky, OH 43351	419-294-6413	Melissa Walter	8:30am-4:30pm M-F	Mlwalter88

Supplement 3

Implementation Plan Matrix

**Supplement 3
Implementation Plan Matrix**

NOTE: Branch Office locations are included for purpose of testing to be completed to ensure all title system functionality has been restored/implemented at the branches as well as at the main title office.

DISTRICT	COUNTY	MAIN OFFICE	BRANCH	BEGIN DATES	COMPLETE DATES
TEST SITES:					
SECOND DISTRICT:	Ross	Chillicothe			
	Lawrence	Ironton			
	Gallia	Gallipolis			
	Scioto	Portsmouth			
	Pike	Waverly			
	Vinton	McArthur			
	Jackson	Jackson			
	Hocking	Logan			
	Athens	Athens			
	Meigs	Pomeroy			
SEVENTH DISTRICT:	Ashland	Ashland			
	Ottawa	Port Clinton			
	Sandusky	Freemont			
	Erie	Sandusky			
	Wyandot	Upper Sandusky			
	Crawford	Bucyrus			
	Seneca	Tiffin			
	Huron	Norwalk			
	Lorain	Elyria			
			Lorain		
			Elyria		
	Medina	Medina			
			Brunswick		
			Wadsworth		
	Wayne	Wooster			
Richland	Mansfield				

DISTRICT	COUNTY	MAIN OFFICE	BRANCH	BEGIN DATES	COMPLETE DATES
FIFTH DISTRICT:					
	Greene	Xenia			
			Beavercreek		
			Fairborn		
	Miami	Troy			
	Clark	Springfield			
			New Carlisle		
	Shelby	Sidney			
	Preble	Eaton			
	Darke	Greenville			
	Mercer	Celina			
	Auglaize	Wapakoneta			
	Logan	Bellefontaine			
	Champaign	Urbana			
	Montgomery	Dayton			
			Huber Heights		
		Randolph			
		Trotwood			
		West Carrolton			
THIRD DISTRICT:	Carroll	Carrollton			
	Tuscarawas	New Philadelphia			
			Uhrichville		
	Holmes	Millersburg			
	Washington	Marietta			
	Jefferson	Steubenville			
	Belmont	St. Clairsville			
	Monroe	Woodsfield			
	Noble	Caldwell			
	Morgan	McConnelsville			
	Muskingum	Zanesville			
	Coshocton	Coshocton			
	Guernesey	Cambridge			
Harrison	Cadiz				
EIGHTH DISTRICT:	Cuyahoga	Cleveland			
			Mayfield Heights		
			Maple Heights		
			Parma		
			North Olmstead		
	Ashtabula	Jefferson			
	Trumbull	Warren			
	Mahoning	Youngstown			
	Columbiana	Lisbon			
	Portage	Ravenna			
	Geauga	Chardon			
	Lake	Painsville			
		Wickliffe			
Stark	Canton				

DISTRICT	COUNTY	MAIN OFFICE	BRANCH	BEGIN DATES	COMPLETE DATES
			Massillon		
			Alliance		
	Summit	Akron			
			Akron		
			Macedonia		
FIRST DISTRICT:	Clinton	Wilmington			
	Fayette	Wash. Ct. House			
	Highland	Hillsboro			
	Adams	West Union			
	Brown	Georgetown			
	Warren	Lebanon			
			Franklin		
			Mason		
	Clermont	Batavia			
			Milford		
			New Richmond		
	Hamilton	Cincinnati			
			Eastern Hills		
			Forest Park		
			Western Hills		
Butler	Hamilton				
		West Chester			
		Fairfield			
		Middletown			
SIXTH DISTRICT:	Hardin	Kenton			
	Wood	Bowling Green			
	Fulton	Wauseon			
	Williams	Bryan			
	Defiance	Defiance			
	Henry	Napoleon			
	Lucas	Toledo			
			Heatherdowns		
			Sylvania		
			Oregon		
	Paulding	Paulding			
	Van Wert	Van Wert			
	Allen	Lima			
	Putnam	Ottawa			
	Hancock	Findlay			

DISTRICT	COUNTY	MAIN OFFICE	BRANCH	BEGIN DATES	COMPLETE DATES
FOURTH DISTRICT:					
	Marion	Marion			
	Morrow	Mt. Gilead			
	Union	Marysville			
	Fairfield	Lancaster			
	Knox	Mt. Vernon			

DISTRICT	COUNTY	MAIN OFFICE	BRANCH	BEGIN DATES	COMPLETE DATES
	Licking	Newark			
			Pataskala		
	Perry	New Lexington			
	Pickaway	Circleville			
	Madison	London			
	Delaware	Delaware			
	Franklin	Columbus			
			ShIPLEY CSC		
			AlumCreekCS C		
			East		
			North		
			West		

Supplement 4

County Maintenance/Replacement Response Times

Supplement 4
County Maintenance/Replacement Response Times

In this supplement the offeror needs to identify the counties where they can and cannot provide maintenance or replacement for the following – 1) Server - 2 hour response time, 2) UPS – Next day replacement, and 3) Tape backup – Next day replacement. The State expects that eighty-five (85%) of the state will meet the 2 hour response time for servers, and next day replacement for the UPS and tape backup requirements.

<u>COUNTY</u>	<u>SERVER</u> Two (2) Hour Response Time	<u>UPS</u> Next Day Replacement Response Time	<u>TAPE BACKUP</u> Next Day Replacement Response Time
Adams			
Allen			
Ashland			
Ashtabula			
Athens			
Auglaize			
Belmont			
Brown			
Butler			
Carroll			
Champaign			
Clark			
Clermont			
Clinton			
Columbiana			
Coshocton			
Crawford			
Cuyahoga			
Darke			
Defiance			
Delaware			
Erie			
Fairfield			
Fayette			
Franklin			
Fulton			
Gallia			
Geauga			
Greene			
Guernsey			
Hamilton			
Hancock			
Hardin			
Harrison			
Henry			
Highland			
Hocking			
Holmes			
Huron			

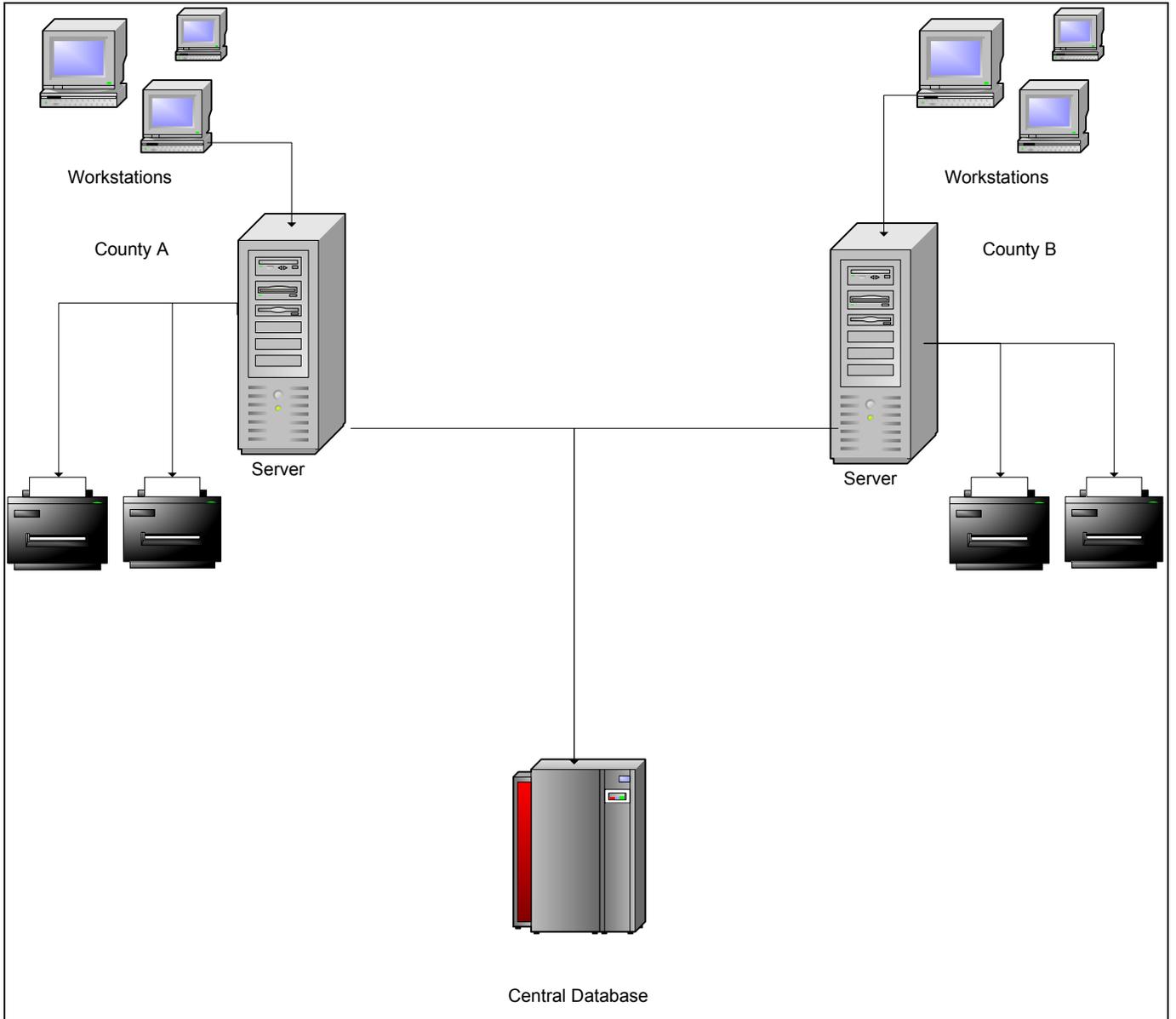
<u>COUNTY</u>	<u>SERVER</u> Two (2) Hour Response Time	<u>UPS</u> Next Day Replacement Response Time	<u>TAPE BACKUP</u> Next Day Replacement Response Time
Jackson			
Jefferson			
Knox			
Lake			
Lawrence			
Licking			
Logan			
Lorain			
Lucas			
Madison			
Mahoning			
Marion			
Medina			
Meigs			
Mercer			
Miami			
Monroe			
Montgomery			
Morgan			
Morrow			
Muskingum			
Noble			
Ottawa			
Paulding			
Perry			
Pickaway			
Pike			
Portage			
Preble			
Putnam			
Richland			
Ross			
Sandusky			
Scioto			
Seneca			
Shelby			
Stark			
Summit			
Trumbull			
Tuscarawas			
Union			
Van Wert			
Vinton			
Warren			
Washington			
Wayne			
Williams			
Wood			
Wyandot			

Supplement 5

Current Automated Title System Diagram

SUPPLEMENT 5

Current Automated Title System Diagram



SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

AMENDMENT #1 FOR RFP NUMBER 0A05010

DATE AMENDMENT ISSUED: May 09, 2005

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Department of Public Safety, Bureau of Motor Vehicles is requesting proposals for:

AUTOMATED TITLE PROCESSING SYSTEM COUNTY CLERK HARDWARE REFRESH

INQUIRY PERIOD BEGINS:	April 15, 2005
INQUIRY PERIOD ENDS:	May 10 2005
OPENING DATE:	May 12, 2005
OPENING TIME:	11:00 A.M.
OPENING LOCATION:	Office of Information Technology Investment and Government Division Contract Management Bid Room 30 East Broad Street, 40th Floor Columbus, Ohio 43215
PRE-PROPOSAL CONFERENCE DATE:	April 22, 2005, at 9:00 a.m.
SITE VISIT DATE:	April 22, 2005, at 1:30 p.m.

The attached pages represent the Request for Proposal (RFP) amendment for the RFP listed above. Please use replacement pages contained in this document to replace the page(s) previously issued by the State.

Specifications and requirements that have been revised are surrounded by double asterisks, bold type and when applicable, strikethrough.

Note: Oracle 8i will be implemented for production use throughout the Clerks' Title operations. Oracle release 9i will be loaded to the new servers, but will not be configured or implemented – it is planned to be used at a later date.

Conversion Plan. The offeror's Project Management Requirements response must provide a conversion plan. The plan must follow the conversion sequence as provided in the implementation order (See Supplement 3).

Data Migration Plan. The Contractor's Database Management Requirements response must provide a data migration plan. The plan must follow the conversion sequence as provided in the implementation order (See Supplement 3).

Data Migration Validation Plan. Validate that all data has been properly migrated from the old environment to the new Oracle 8i database environment.

Maintenance & Support.

Servers. As previously stated, the offeror must include a three-year OEM manufacturer warranty and maintenance agreement, with the option to renew maintenance annually for up to two (2) times (total five (5) years) for all proposed server hardware. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a two (2) hour on-site response state-wide. The State also understands there are remote areas of the State that a two (2) hour response is not feasible. The offeror must complete ~~**Attachment 14~~ **Supplement 4**** indicating which counties they can meet the two (2) hour response time requested and indicate the response time for counties that the two (2) hour response time cannot be met. The State expects that at least eighty-five per cent (85%) of the state will meet the two (2) hour response criteria. The warranty/maintenance provider must be able to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a server resides, the Contractor must be willing to be present to perform any repairs necessary to the server.

Tape Library Backup. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the tape library backup including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a tape library backup resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the tape library backup.

UPS. This on-site warranty and maintenance agreement must be provided to cover seven (7) days per week and twenty-four (24) hours per day. The State is requesting a next business day replacement on the tape library backup including OEM parts and labor state-wide. The warranty/maintenance provider must be willing to work anytime within the seven (7) day, twenty-four (24) hour coverage time. The warranty/maintenance provider must also be willing to work within the confines of available access to the sites. If a Clerk is willing to provide access at night or over the weekend to the site where a tape library backup resides, the Contractor must be willing to be present to provide any replacements or perform any repairs necessary to the tape library backup.

Provide information for on-going maintenance including manufacturer base city locations, labor and part locations within Ohio, and number of technicians located in Ohio and bordering states. Also provide escalation procedures when service or parts are deemed by the State as critical.

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:

- Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
- Assistance from State staff and the experience/qualification level required; and

**ATTACHMENT ELEVEN
HARDWARE/SOFTWARE REQUIREMENTS**

The Contractor is required to provide a complete working hardware and software configuration. Any incidental items omitted from these requirements must be provided by the Contractor in order to provide a working hardware and software configuration and comply with the RFP specifications. Such items must be included in the not-to-exceed-fixed price or the cost per unit.

In the blank column before each requirement, the offeror must indicate if the requirement is met in the product being proposed by entering "yes" if available or "no" if unavailable. All documents submitted in support of compliance with the requirements of this RFP must be identified with the RFP requirement and the applicable section and page number of the document. All minimum requirements **MUST** be provided;

NO EXCEPTIONS ARE PERMITTED FOR THE REQUIREMENTS.

Yes	No	Proposal Sec./Page	General
Server Hardware Requirements			
			1) Processor: At a minimum Intel® Xeon™ processor at 3.4GHz/1MB Cache, 800MHz FSB
			2) Second Processor: At a minimum Intel® Xeon™ processor at 3.4GHz/1MB, 800MHz Front Side Bus that must match 1) Processor above
			3) Memory: At a minimum 4GB DDR2 400MHz (2X2GB), Single Ranked DIMMs
			4) Hard Drive: Configuration Drives attached to embedded PERC4ei **or equivalent** , RAID 5, Minimum of 3 drives required
			5) Hard Drive Backplane: 1x8 Hot Plug SCSI Hard Drive Backplane
			6) Primary Controller: PERC4/DC **or equivalent** , 1 Internal and 1 External Channel
			7) Primary Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			8) 2nd Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			9) 3rd Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			10) 4th Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			11) 5th Hard Drive: At a minimum 73GB 15K RPM Ultra 320 SCSI Hard Drive
			12) Network Adapter: Onboard dual network adapter
			13) Chassis Configuration: Chassis Orientation, Tower Configuration
			14) Operating System: No Operating System (Provided by ODPS)
			15) Documentation: Electronic Documentation and OpenManage CD Kit
			16) Bezel: Active ID Bezel Option for Tower Configuration

Yes	No	Proposal Sec./Page	General
			17) Power Supply: Redundant Power Supply with Y-CORD
			18) DVD-CD-RW Drive Option: At a minimum 24X IDE
			19) Floppy Drive: At a minimum 1.44MB Floppy Drive
			20) Keyboard: Standard Windows Keyboard
			21) Mouse: At a minimum Logitech PS/2 2-button Mouse with Scroll
			22) Remote hardware diagnostics: Remote hardware diagnostics capability from the Public Safety Network including problem reporting capabilities
			23) Monitor: At a minimum Digital Flat Panel Monitor, 15 inch (15in Viewable)
Uninterruptible Power Supply (UPS) Hardware Requirements			
			24) An Uninterruptible Power Supply must be provided for each of the eighty-eight (88) Clerks' main offices, installed and configured to support the **server, communications router and switch(s)** where feasible to allow for orderly shutdown in the case of commercial power failure. Estimated up-time needs to be 20-30 minutes – Minimum supported up-time must be 20 minutes. Two (2) comparable UPS units must be provided for the central Columbus site.
			25) The UPS must include both a visual and audible method to alert that the UPS has been activated. A battery charge indicator is also required.
			26) Once activated, the UPS must display an estimate of the time remaining before it is drained. The UPS status display may be on the UPS or it may utilize software provided on the server. If the UPS manufacturer/vendor provides an interface to the server for displaying the UPS' status via the server's monitor, the offeror must provide the appropriate hardware, cabling, software, software license, installation, and configuration of such interface for each site to implement that feature.
Tape Backup Hardware Requirements			
			27) Ultra 2 SCSI LVD/SE External connection; High Density, 68 pin SCSI-2
			28) 8 Cartridge autoloader capacity at a minimum
			29) 200Gb/400Gb Native/Compressed LTO 2 Data Cartridge Capacity
			30) LTO 2 Drive Type internal to autoloader library
			31) Transfer Rate Per LTO 2 Drive Native/Compressed **35 30mb**/sec/60mb/sec
			32) LTO 2 File Access time (average) 49 seconds at a maximum
			33) LTO 2 Data Buffer 64mb at a minimum
		**	34) LTO 2 Media Load Time – Maximum 10 seconds**
		**	35) LTO 2 Cartridge Change 10 Seconds at a maximum**
			36) Ten (10) initial media LTO-2 tapes and one (1) cleaning tape