

## REQUEST FOR PROPOSALS

RFP NUMBER: 0A1066  
DATE ISSUED: January 12, 2010

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Department of Public Safety ("the State") is requesting proposals for:

### INTERNET-BASED MITIGATION WEB PORTAL PROJECT

INQUIRY PERIOD BEGINS: January 12, 2010  
INQUIRY PERIOD ENDS: February 10, 2010  
OPENING DATE: February 17, 2010  
OPENING TIME: 1:00 p.m.  
OPENING LOCATION: Department of Administrative Services  
I.T. Procurement Services  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: January 28, 2010 at 1:00 p.m.  
Ohio Emergency Management Agency  
2855 W. Dublin-Granville Rd  
Columbus, Ohio 43223

This RFP consists of five parts and ten attachments, totaling 100 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify you have a complete copy.

**Note:** The cost for this project cannot exceed \$290,000. This includes all components of the scope of work and the "12-month warranty". Proposals exceeding this amount will be rejected.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Public Safety (ODPS) (“the State”) has asked the Department of Administrative Services (DAS) to solicit competitive sealed proposals (“Proposals”) for an Internet-Based Mitigation Web Portal (the “Project”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the DAS may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the work.

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or March 31, 2011, whichever is sooner. The State may renew this Contract for up to one additional one (1)-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium and Federal Emergency Management Agency (FEMA) approval. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the ODPS.

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

**Background.** The State of Ohio Emergency Management Agency (EMA), a Division of the ODPS, coordinates activities to mitigate, prepare for, respond to, and recover from disasters. The mission of the State of Ohio Emergency Management Agency’s (Ohio EMA) Mitigation Branch is to integrate hazard mitigation principles in a variety of ways to make Ohio communities more sustainable and citizens more resilient in the face of future disaster events. This mission is implemented through projects and planning efforts that reduce the cost of damage caused by disasters and minimize the impact on citizens, businesses and properties. The Ohio EMA Mitigation Branch maintains the State of Ohio Natural Hazard Mitigation Plan, assists local communities in their planning efforts, and administers the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Assistance (HMA) programs for Ohio.

The Disaster Mitigation Act of 2000 (P.L. 106-390) requires States and local governments to have a FEMA approved natural hazard mitigation plan to maintain eligibility for the HMA grant programs administered by the Ohio EMA Mitigation Branch. Ohio communities use these programs to fund various projects identified in their local hazard mitigation plan (LHMP) that reduce their risk to natural hazards. To date, Ohio communities have implemented mitigation projects totaling over \$130 million. These local mitigation projects improve the health and safety of the citizens of the State of Ohio and enhance community sustainability.

The requirements for state hazard mitigation plans (SHMP) are outlined in 44CFR201.4 for a “Standard” plan and 44CFR201.5 for an “Enhanced” plan. Any State with a “standard” mitigation plan receives fifteen percent (15%) of the total eligible costs of a presidential declared disaster for distribution to communities through the Hazard Mitigation Grant Program (HMGP). Any State with an “enhanced” mitigation plan will receive twenty percent (20%) of the total eligible costs. The current Ohio Hazard Mitigation Plan (HMP) was approved by FEMA on May 16, 2008 as meeting the “standard” state mitigation plan requirements.

**PROJECT DESCRIPTION.** This scope of work outlines the design and development of an internet based web portal that is integral to Ohio's strategy for achieving "Enhanced" plan approval, and increasing the amount of federal mitigation funds available to local communities following a disaster. The web portal will be housed on the Ohio EMA website at <http://ema.ohio.gov/> and must be easily accessible, provide the content in a visual and easy to read format, and must be compliant with the Americans with Disabilities Act (ADA), in accordance with Section 508 of the Rehabilitation Act (29USC794d,1998) and Title 36 of the Code of Federal Regulations.

The web portal will contain three broad categories of information: mitigation planning information, mitigation project information, and web pages displaying general information about mitigation. The State Hazard Mitigation Plan (SHMP) and all Local Hazard Mitigation Plan's (LHMP) will be available on the web portal for public viewing and comments. The web portal will allow local plan keepers to enter a summary of their plan's Hazard Identification and Risk Assessment (HIRA) and mitigation action items. Displaying this information in one location will provide easier access for the public and allow the State to easily integrate local plan information into the SHMP.

The web portal will also serve as an information repository for mitigation projects administered by the Ohio EMA Mitigation Branch. This will enable the Mitigation Branch to generate an historical record of mitigation projects, quickly search the information to more efficiently answer inquiries, and generate reports based on the data entered. Information entered from mitigation projects will also assist the State to monitor and report to FEMA on the status of properties acquired using HMA funds.

Local mitigation projects funded by FEMA must have a positive benefit-cost analysis (BCA) ratio as demonstrated by FEMA's benefit-cost analysis software. The Contractor must develop and implement a methodology for evaluating mitigation success by utilizing key data from each mitigation project's benefit cost analyses. The methodology must include an on-going calculated aggregate benefit amount utilizing the "expected annual benefits" calculated by FEMA's benefit-cost analysis software. The results of this methodology will be quantified in present dollar value and displayed as part of the web portal.

The web portal must have an interactive "Google Map" (using Google Map API). The interactive map will be used to display the location of properties that have been mitigated. The interactive map must be able to search for project locations using property address and/or latitude and longitude coordinates.

The web portal must have internet pages that contain information on: mitigation, natural hazards, planning, project success stories, grant funding, links to mitigation related websites, etc. This will allow local officials, planners, and the public to search and view a wide range of information relating to mitigation.

The Contractor will be required to work with the Ohio EMA Mitigation Branch during the design phase to finalize the web portal content and functionality that will be required to meet the FEMA planning, project, and monitoring requirements.

**The Ohio Emergency Management Agency's (Ohio EMA) Hardware and Software Infrastructure ("As-Is" Environment).** The Ohio EMA has a portion of the ODPS network that is managed and maintained at the Ohio Emergency Operations Center. Ohio EMA's main connectivity is through the ODPS network with separate connections to one (1) Radiological (RAD) satellite office, one (1) temporary location that is established in the event of a declared disaster, and a separate T1 connection to the internet for redundancy.

Current Environment:

- The current existing database server (clustered SQL server environment). See Supplement 5, As-Is Current Infrastructure Document;
- MS Visual Studio 2008
- ASP.Net with C# code behind
- .Net Framework 3.5
- IIS 6.0 / 7.0

- Microsoft SQL 2005
- Windows Server 2003 / 2008

Desired Environment:

- Microsoft Structured Query Language (SQL) Server 2008
- Windows Server 2008

**The Ohio Emergency Management Agency's (Ohio EMA) Web Site ("As-Is" Environment).** The Mitigation Branch's web-pages (<http://www.ema.ohio.gov/MitigationBranch.aspx>) on the Ohio EMA's website (<http://ema.ohio.gov/>) are a compilation of brief text, links, and documents. This site is used to provide information to local jurisdictions about mitigation, FEMA grant programs, and information on submitting an application. The State Hazard Mitigation Plan (SHMP) can be viewed from the planning section of the web page ([http://ema.ohio.gov/Mitigation\\_OhioPlan.aspx](http://ema.ohio.gov/Mitigation_OhioPlan.aspx)).

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

**Dates:**

Firm Dates

RFP Issued:	January 12, 2010
Inquiry Period Begins:	January 12, 2010
Pre-Proposal Conference Date:	January 28, 2010 at 1:00 p.m.
Inquiry Period Ends:	February 10, 2010 at 8:00 a.m.
Proposal Due Date:	February 17, 2010 at 1:00 p.m.

Estimated Dates

Award Date:	March 31, 2010
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Estimated Project Dates

Project Work Begins:	April 5, 2010
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**Firm Project Deadline**

**The web portal must be finished, fully operational, and "live" prior to December 31, 2010.**

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

## **PART TWO: STRUCTURE OF THIS RFP**

**Organization.** This RFP is organized into seven (7) Parts and has ten (10) Attachments. The Parts and Attachments are listed below. There are also eight (8) Supplements to this RFP listed below.

### **Parts:**

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 Ownership and Handling of Intellectual Property and Confidential Information
- Part 4 Representations, Warranties, and Liabilities
- Part 5 Acceptance and Maintenance
- Part 6 Construction
- Part 7 Law and Courts

### **Attachments:**

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|------------------|--|
| Attachment One   | Evaluation Criteria  |
| Attachment Two   | Project Requirements and Special Provisions                              |
| Attachment Three | Requirements for Proposals   |
| Attachment Four  | General Terms and Conditions   |
| Attachment Five  | Sample Contract  |
| Attachment Six   | Sample Deliverable/Milestone Submittal Form                              |
| Attachment Seven | Offeror Certification Form   |
| Attachment Eight | Offeror Profile Summary/Offeror "Mandatory" and "Standard" Requirements" |
| Attachment Nine  | Personnel Profile Summary/Candidate References                           |
| Attachment Ten   | Cost Summary   |

### **Supplements:**

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|------------------|--|
| Supplement One   | W-9 Form   |
| Supplement Two   | IT Policies (ITP-B.3, ITP-B.10, ITS-SEC-01, ITP-F.1, ITP-F.3, ITP-F.4, and ITP-F.35, Section 508 of the Rehabilitation Act (29USC794d, 1998), 36CFR1194.22, Title 44/Code of Federal Regulations). |
| Supplement Three | Database Field Examples  |
| Supplement Four  | Restrictions on Advertising  |
| Supplement Five  | "As-Is" Current Infrastructure Document  |
| Supplement Six   | ODPS Facility Access Request   |
| Supplement Seven | Site Map "Draft"   |
| Supplement Eight | Hazard Identification & Risk Analysis (HIRA) Summary "Draft"   |

### PART THREE: GENERAL INSTRUCTIONS

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

**Contacts.** The following person will represent the State during the RFP process:

Procurement Representative:

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

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

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

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective offeror's representative who is responsible for the inquiry,
  - Name of the prospective offeror,
  - Representative's business phone number, and
  - Representative's email 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.

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

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

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

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

**Pre-Proposal Conference.** The State will hold a Pre-Proposal Conference on January 28, 2010 at 1:00 p.m., in room 204 of the Ohio Emergency Management Agency 2855 W. Dublin-Granville Road, Columbus, Ohio 43223. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

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

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five (5) business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

**Proposal Submittal.** Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The Proposal must be sealed and contain one originally signed Proposal and six (6) copies of the Proposal. Further, the offeror must mark the outside of its Proposal with "Internet-Based Mitigation Web Portal RFP Proposal".

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

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

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

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

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

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

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

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

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

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

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

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

**Changes to Proposals.** The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

**Proposal Instructions.** Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or through another RFP.

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

#### **PART FOUR: EVALUATION OF PROPOSALS**

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

**Requirements.** Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Each candidate proposed for the Project team must meet at least one of the requirements. The proposed Project Manager may be proposed to meet Team Experience requirements. However, in this case, the Project Manager must actually perform the role on the project in addition to being responsible for performing project management duties. The proposed Work Plan and Project Schedule must clearly demonstrate that the project manager is fulfilling both roles. The State expects that multiple Contractor resources will make up the team performing the work. The Project Manager may not be proposed to meet all of the team requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to

the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

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

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

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, if the offeror is unwilling or unable to 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.

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

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

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

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

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

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

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

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

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

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

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

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

between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

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

**Contract Negotiations.** The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

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

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

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

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

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

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

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

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

**Failure to Negotiate.** If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

### **PART FIVE: AWARD OF THE CONTRACT**

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

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

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

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

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

1. The one (1) page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

**ATTACHMENT ONE: EVALUATION CRITERIA**

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

<b>Mandatory Offeror Requirements</b>	<b>Reject</b>	<b>Accept</b>
The offeror must submit a Project Plan that details how the offeror must meet the time lines outlined in this RFP including the Acceptance/Live date of December 31, 2010.	<b>Y</b>	<b>N</b>
The offeror must have a minimum of two projects where the offeror completed the analysis, design, development, implementation and security protection of an Internet/Intranet application/system.	<b>Y</b>	<b>N</b>
<b>Mandatory Team Requirements</b>	<b>Reject</b>	<b>Accept</b>
At least one member of the project team must have thirty-six (36) months of experience with natural hazard mitigation planning and/or mitigation project implementation.	<b>Y</b>	<b>N</b>

**Scored Criteria.** In the technical evaluation phase, the State must rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

<b>Scored Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
<b>Offeror Qualifications (15%)</b>				
The offeror must have thirty-six (36) months experience with natural hazard mitigation planning and/or mitigation project implementation.	<b>15</b>	<b>0</b>	<b>3</b>	<b>5</b>
<b>Project Manager Qualifications (10%)</b>				
The Project Manager must have thirty-six (36) months experience as a Project Manager.	<b>3</b>	<b>0</b>	<b>3</b>	<b>5</b>
The Project Manager must have experience as the Project Lead on at least one (1) web development project, which involves integration with a moderately complex database from the project initiation through project completion and closeout.	<b>5</b>	<b>0</b>	<b>3</b>	<b>5</b>
The Project Manager must have twenty-four (24) months experience working in a team environment where the team size was three (3) or greater.	<b>2</b>	<b>0</b>	<b>3</b>	<b>5</b>
<b>Proposed Project Team Requirements (40%)</b>				
At least one member of the project team must have thirty-six (36) months of experience with natural hazard mitigation planning and/or mitigation project implementation.	<b>2</b>	<b>0</b>	<b>3</b>	<b>5</b>
At least one member of the project team must have twenty-four (24) months experience working directly with stakeholders to define requirements and provide technical advice and assistance.	<b>5</b>	<b>0</b>	<b>3</b>	<b>5</b>
At least one member of the project team must have thirty-six (36) months of experience in the design, development, and reporting experience from databases utilizing SQL server reporting tools.	<b>3</b>	<b>0</b>	<b>3</b>	<b>5</b>
At least one member of the project team must have twenty-four (24) months experience utilizing Geographic Information System (GIS) software (any type) in the analysis, design, and development of an Internet/Intranet application/system	<b>4</b>	<b>0</b>	<b>3</b>	<b>5</b>
<b>OR</b> Twelve (12) months experience utilizing interactive Google Map in the analysis, design, and development of an Internet/Intranet application/system.				

At least one member of the project team must have thirty-six (36) months of experience in the analysis, design, development, and security protection of an Internet/Intranet application/system in a Visual Studio environment.	5	0	3	5
At least one team member must have at least thirty-six (36) months of verifiable and demonstrable experience leading Joint Application Requirements (JAR) / Joint Application Design (JAD) sessions, and documenting results.	3	0	3	5
At least one team member must have twenty-four (24) months programming, design, analysis, development and installation experience with SQL 2005 and SQL Server 2005 database or higher.	5	0	3	5
At least one team member must have twenty-four (24) months experience creating detail design documents using tools including Microsoft Visio and Word.	2	0	3	5
At least one team member must have twenty-four (24) months experience with developing security for applications including authentication authorization.	3	0	3	5
At least one team member must have twenty-four (24) months application development experience with ASP 1.0. or 2.0.	2	0	3	5
At least one team member must have twenty-four (24) months application development experience with implementing a Service Oriented Architecture (SOA).	2	0	3	5
At least one team member must have twenty-four (24) months of application development experience with Active Directory as part of a web based security model.	4	0	3	5

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
<b>Proposed Solution/Project Plan (35%)</b>				
<b>WEB PORTAL CONTENT</b>				
Planning	3	0	3	5
Projects	2	0	3	5
<b>FUNCTIONALITY</b>				
Search and Report	4	0	3	5
Interactive Maps	3	0	3	5
3 Levels of Access	2	0	3	5
Benefit Cost Analysis Calculation	4	0	3	5
Property Monitoring and Reporting	2	0	3	5
Planning	5	0	3	5
<b>DELIVERABLES</b>				
Project Management	2	0	3	5
Web Portal Design	3	0	3	5
Development	3	0	3	5
Data Population	1	0	3	5
Training Plan	1	0	3	5

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

<b><i>Criteria</i></b>	<b><i>Percentage</i></b>
Technical Proposal	70%
Cost Summary	30%

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

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

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

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

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 300$$

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

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

## **ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS**

### **PART ONE: PROJECT REQUIREMENTS**

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

**Scope of Work.** The State will provide oversight for the entire Project, but the Contractor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff working on the Project. And the Contractor must provide all 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 Contractor must provide a Contractor Project Manager throughout the Project lifecycle. The Project Manager must be accessible to the Ohio EMA and may be required to be onsite for pre-arranged meetings.

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

#### **PROJECT DESCRIPTION.**

The Disaster Mitigation Act of 2000 (P.L. 106-390) requires state and local governments to have a Federal Emergency Management Agency (FEMA) approved natural hazard mitigation plan to maintain eligibility for the Hazard Mitigation Assistance grant programs (HMA) administered by the Ohio Emergency Management Agency's (Ohio EMA) Mitigation Branch. Ohio communities use these programs to fund various projects identified in their local natural hazard mitigation plan that reduces their risk to natural hazards. To date, Ohio communities have implemented mitigation projects totaling over \$130 Million. These local mitigation projects improve the health and safety of the citizens of Ohio and enhance community sustainability.

The requirements for state hazard mitigation plans are outlined in 44CFR201.4 for a "Standard" plan and 44CFR201.5 for an "Enhanced" plan. States with a "standard" mitigation plan receive 15% of the total eligible costs of a presidential declared disaster for distribution to communities through HMGP. States with an "enhanced" mitigation plan receive 20% of the total eligible costs. The current State of Ohio Hazard Mitigation Plan was approved by FEMA on May 16, 2008 as meeting the "standard" state mitigation plan requirements.

This scope of work outlines the development of an internet based web portal that is integral to Ohio's strategy for achieving an "Enhanced" plan status, increasing the amount of federal mitigation funds available to local communities following a disaster. The Contractor must design, develop, and populate the web portal. The web portal will be housed on the Ohio EMA website at <http://ema.ohio.gov/> and must be readily accessible to both local officials and the general public, and will provide mitigation information in a visual and easy to read format.

The SHMP and all LHMP will be available on the web portal for public viewing and comments. The portal will be designed to capture key information from the communities' LHMPs and catalog data from past, present, and future mitigation projects. Compiling information from past projects will allow for the Ohio EMA Mitigation Branch to implement a methodology for evaluating mitigation success by utilizing key information from each projects' benefit cost analysis. This information will be quantified and presented through the web portal to promote the effectiveness of mitigation actions. The data from three (3)

LHMP's and information from the projects of three (3) mitigation projects must be entered by the Contractor with the mitigation branch staff entering the remaining information.

### **WEB PORTAL CONTENT.**

There are three broad categories of information that must be included in the web portal: Planning Information, Project Information and Web page content. All the information in the web portal is public record. The Contractor will be required to work with the Ohio EMA Mitigation Branch during the design phase to finalize the web portal content and data that will be required to meet FEMA planning, project, and monitoring requirements.

#### **Planning.**

- The web portal must be a repository for past, current, and future versions of both the SHMP and the LHMP of Ohio's communities. There is a total eighty-eight (88) counties in the state of Ohio that have developed LHMP's, in addition to nineteen (19) communities that have developed their own stand-alone plans. These plans must be viewable as .pdf documents.
- A summary of the SHMP and each LHMP's Hazard Identification and Risk Assessment (HIRA). The summary format will be finalized during the design phase, but should be based on the HIRA summary in Supplement 8.
- Summary of the mitigation action items identified in each LHMP. Mitigation action items are activities identified as part of a LHMP's mitigation strategy to reduce risk to people and property from natural hazards. The summary format will be finalized during the design phase, but should include the following: brief description of mitigation action item, cost estimate, start date, completion date, entity/person responsible for implementation, and status.
- Mitigation planning guidance.

#### **Projects.**

- The web portal will serve as a repository of all past, current, and future mitigation projects administered by the Ohio EMA Mitigation Branch. This will enable the Ohio EMA Mitigation Branch to generate a historical record of mitigation projects that can be easily searched.
- The web portal must allow the project information entered to be searched and retrieved. Specific search and report formats will be finalized during the design phase.
- Examples of information to be collected for the web portal from each property involved in a mitigation project are summarized under the headings "Project Information" and "Structure/Property Information" in Supplement 3.
- In addition to Supplement 3, documentation that is required includes copies of the deeds (for properties acquired), and before and after photographs of properties mitigated.

**Web Page Design/Content.** The following is a description of web pages that will be designed and developed as part of the web portal. See Supplement 7 for a draft site map. The final design will be developed by the Contractor, with input from the Ohio EMA Mitigation Branch as part of the design phase.

#### **Home Page**

The Web Portal home page will be linked from the Ohio EMA Mitigation Branch's current web page located at <http://www.ema.ohio.gov/MitigationBranch.aspx>. The home page will include a continually updated total dollar amount of damages prevented as a result of past mitigation

projects. This estimate will be based on data contained in the benefit cost analysis for each property mitigated. The home page will also contain the total number of properties mitigated against flooding. An interactive map will be displayed on this page.

### **Hazards Page**

This section will contain information on the natural hazards that affect the State of Ohio. The Hazard Identification-Risk Analysis (HIRA) for not only the state of Ohio, but each county, must be viewable by the public. This will assist the citizens of the state of Ohio in preparing for disasters that have the potential to impact their community.

### **Grants Page**

The web portal must contain information on FEMA's Hazard Mitigation Assistance (HMA) grant programs and other mitigation funding sources. This page will be a compilation of various text, documents, and links pertaining to the mitigation grants available.

### **Mitigation Education Page**

This section of the web portal will be a library of mitigation documents, laws, presentations, success stories and best practices. It is envisioned that this section will be used to learn about mitigation, its purpose, and the benefits that it provides to the public.

### **Frequently Asked Questions Page**

A "Frequently Asked Question" (FAQ) section must be included to answer questions regarding, but not limited to: mitigation, hazards, planning, grants, and the web portal.

### **Contact Information Page**

The web portal must have a page that displays contact information for the Ohio EMA and the Mitigation Branch.

## **FUNCTIONALITY.**

### **Search and Report**

The web portal design must include the functionality to search and generate reports from data entered into the web portal. The search and report functionality is the ability of the user to:

- Navigate through the web portal to "search" for documents and information using the interactive map and web browser,
- Search for information using a drop-down filtering system, similar to [www.procure.ohio.gov](http://www.procure.ohio.gov),
- Utilize the search function that is part of most web pages that will allow the user to enter key words and conduct a search for information, and
- Search information entered into the web portal database using the interactive map function.

Searches and reports must be viewable within the web portal and able to be printed. Some reports must be able to be saved in a format to be determined during the design phase. The Contractor will be required to work with the Ohio EMA Mitigation Branch, during the design phase to finalize a design that will meet these requirements.

Examples of searches/reports would include, but not be limited to:

- A report that displays the summary of each communities Hazard Identification Risk Assessment.
- A summary of mitigation actions proposed in LHMP that are categorized by county and jurisdiction.
- A report listing the total number of "repetitive loss" and severe repetitive loss properties mitigated in the state.

- A summary of mitigated properties based on the funding source. A summary of mitigated properties by county and jurisdiction.
- A report that totals the number of properties mitigated by mitigation activity and hazard type.

Up to five (5) additional reports of similar size and complexity may be identified during the design phase of the web portal.

### **Interactive Map**

The web portal must have an interactive “Google Map” (using Google Map API). The interactive map will be used to display the location of properties that have been mitigated. The interactive map must be able to search for project locations using property address and/or latitude and longitude coordinates. It must also be designed to search by county or community. This will allow the user to start with a map of the State of Ohio and zoom down to street level. The interactive map must display the location of mitigation projects that have occurred within the state of Ohio. The symbol marking the location of the property will be linked to the project information for that structure. Examples of the project information to be displayed would include, but are not limited to: before and after photos of the project site, project address, coordinates, and benefit cost information.

During the design phase the Contractor will work with Ohio EMA Mitigation Branch to identify and develop additional functionality for the interactive map based on the database fields.

### **Email Notification**

An email notification method must be developed to send out an automatic email (script for sending notices must be part of design) to the eighty-eight (88) county EMA Director’s and to the Ohio EMA Mitigation Branch Planner eighteen (18) months, twelve (12) months, and six (6) months prior to their local mitigation plans expiring within their jurisdiction.

### **Three (3) Levels of Access**

There are three (3) levels of input and access to the information available in the Hazard Mitigation Web Portal.

- Public
  - View only access to all local planning, project information, and web portal content.
  - All information is public record.
- County EMA Director/Local Mitigation Plan Keeper.
  - Login availability from the website.
    - User can request a login account and password.
    - User can reset their password.
  - Ability to enter, update and import local planning and project information for their respective communities.
  - Ability to enter and update the HIRA information for their respective communities.
  - User can upload information but not post information to the website.
  - Able to print out additional reports specific to the jurisdiction.
- Ohio EMA Administrator.
  - Login availability from the website.
  - Create / Edit / Delete new and existing user accounts.
    - Ability to reset user passwords.
  - Ability to enter, update, delete, and import local planning and project information for all communities.
  - Ability to enter and update the HIRA information for all communities.
  - Review and approve submitted jurisdiction and project information and make available for viewing on the website.
  - Access to all information available on the web portal.
  - Able to print out additional reports specific to the Administrator.

### **Benefit Cost Analysis Calculation**

The Contractor must develop and implement a methodology for evaluating mitigation success by utilizing key data from each mitigation project's benefit cost analyses. The methodology must include an on-going calculated aggregate benefit amount utilizing the "expected annual benefits" calculated by FEMA's benefit-cost analysis software. The results of this methodology will be quantified in present dollar value and displayed as part of the web portal.

### **Property Monitoring and Reporting**

The web portal must be designed to utilize the information entered from mitigation projects to assist the State to monitor and report to FEMA on the status of properties acquired using Hazard Mitigation Assistance Program funds as required by 44CFR80.19(d). The exact methodology for entering project reporting and monitoring status must be developed during the design phase and may include: a copy of the deed with restrictive covenant, current photographs of the property and a compliance certification form (to be developed during the design phase).

### **Planning**

- The web portal must allow the Ohio EMA Mitigation Branch to add, edit, and delete records as new communities decide to develop LHMPs while some communities will cease their planning efforts.
- A comment page must be designed and developed to permit the public to comment on both the SHMP and the LHMP and allow the Form to be emailed to the appropriate agencies.

### **History Table**

The database must contain a history table that is a record of User Adds, Edits, Deletes, Logins and any Error Handler messages generated. The database transaction record must contain the User ID (identification), a description of the transaction and the Time Date Stamp of the transaction. This log must be available as a report to the web portal administrators.

## **DELIVERABLES.**

The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the updated and approved Project Plan.

The Ohio EMA Mitigation Branch project team must review and sign-off or provide feedback on working documents and all draft deliverables within a reasonable time frame as part of the updated project plan, which must be agreed upon at the start of the project.

The completed web portal must be approved by the Ohio EMA Mitigation Branch Chief; the Director of Fiscal, Mitigation, Recovery & Preparedness Grants Division; and the Executive Director of Ohio EMA, prior to going "live". **The web portal must go "live" on or before December 31, 2010.**

### **Project Management.**

**Kick Off Meeting.** The Contractor must conduct a kick-off meeting at the Ohio EMA within 15 working days after receipt of a purchase order.

**Manage Staff.** The State will provide oversight for the Project, but the Contractor must provide overall Project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Project. Additionally, the Contractor must provide all administrative support for its staff and activities.

**Update and Maintain Proposed Solution/Project Plan.** Throughout the Project, the Contractor must employ ongoing management techniques to ensure a comprehensive Project Plan is

developed, executed, monitored, reported on, and maintained. The Project Plan must allow sufficient time for the State's staff to review all deliverables.

The Proposed Solution/Project Plan submitted with the Contractor's proposal must be updated and submitted in electronic and paper form to the State for approval no later than 15 days after receipt of a Purchase Order. The revised Project Plan will become the Contractor's plan to implement the Contractor's solution. The Project Plan must include planned activities, events and milestones with measurable outcomes. The schedule must indicate milestones and the duration for each Project task and subtask, define work steps to fully implement the Ohio EMA Mitigation Branch Web Portal Project, and provide dates when all deliverables will be completed.

The Project Plan must be formally updated through acceptance of the Contractor's solution. Timeline variances must be reported to Ohio EMA immediately along with a written strategy to ensure the completion of the proposed milestones.

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

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Project to the State's Representative.
- Attend Status Meetings - The Project Manager and other Work team members must participate in status meetings with the State Representative and other people deemed necessary to discuss Project issues. The State Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them. These meetings will be scheduled based upon need and may be conducted as a conference call.
- The Contractor must provide the following detailed bi-weekly report to the Ohio EMA Mitigation Branch Chief every other Friday by 3:00 PM. The report must, at a minimum, include:
  - Status of planned tasks, identifying tasks not on schedule and a resolution plan to return them to the schedule;
  - Problems encountered, proposed solutions, and actual resolution;
  - Results of any testing;
  - Tasks to be accomplished the following two weeks;
  - Deliverable and Tasks status, with percentage completed and if ahead or behind schedule;
  - Proposed changes to the work plan;
  - Identification of Contractor staff assigned to specific project activities;
  - Planned absences of Contractor project staff and their return date;
  - Notification of staffing changes; and
  - Provided electronically in a .pdf or other mutually agreed upon format with signed hard copies mailed.
- The Contractor is required to report incidents involving state data immediately to the ODPS Chief Information Security Officer using the ODPS Security Breach Notification Procedure (supplied upon contract award).
- Immediate notification of any issues, concerns, or problems that impact or delay the project or potentially prohibit completion of the project on or before December 31, 2010 and how the Contractor intends to resolve them.

**Project Management Deliverables.** Deliverables to be produced by the Contractor for the Ohio EMA Mitigation Web Portal must include the following:

1. Updated Proposed Solution/Project Plan; and
2. Status Reports\* (throughout acceptance of the Ohio EMA web portal project)

\*The status reports and routine project schedule updates do not require a Deliverable review cycle and are not part of the Deliverable payment described in the Contractor's Fee Structure. The initial updated project schedule and any re-base lined project schedules will follow the formal approval process.

### **Web Portal Design.**

The Contractor will be required to work with the Ohio EMA Mitigation Branch during the design phase to finalize the web portal content and functionality that will be required to meet the FEMA planning, project, and monitoring requirements.

The Contractor must perform a review and analysis of the requirements, refine the requirements using the Contractor's information gathering processes and develop the detailed specifications required to implement the Ohio EMA web portal project. The Contractor must work closely with the Ohio EMA to develop a comprehensive system design. The system design must define a thorough application that is organized by discreet functional areas.

The major objectives of Design phase are as follows:

- Ensure that the Contractor has a thorough, detailed understanding of the Ohio EMA Mitigation Branch web portal project and its requirements;
- Confirm and refine the requirements specified in this RFP and supporting documents;
- Elaborate on and document the requirements of the system;
- Support and participate in requirements management;
- Design the system; and
- Document the analysis of the system.

**Contractor Responsibilities.** At a minimum, completion of this task must include the following activities:

**Review, Confirm, and Refine Requirements.** The Contractor must thoroughly review, confirm, and refine all the requirements. In addition, the Contractor must work with State staff to fully understand the scope, purpose, and implications of each requirement.

**Design Document.** The Contractor must develop a detailed Design Document. This Design Document must define the design and the complete architecture of the system including, but not limited to:

- functional and technical specifications
- system and user interfaces (including, but not limited to, To Be diagrams, inputs [screens], outputs [reports and queries], and security)
- customizations
- workflow
- comprehensive set of business element naming and usage standards
- valid values and validation rules for proposed business elements

The design document will also detail how the web portal design meets the overall purposes of the Project.

### **Web Page Design.**

The Contractor must follow state of Ohio website policies (ITP-B.3, ITP-B.10, ITS-SEC-01, ITP-F.1, ITP-F.3, ITP-F.4 and ITP-F-.35) and the Ohio EMA website at <http://ema.ohio.gov/design> template to design a user-friendly, professional looking, Americans with Disabilities Act (ADA) compliant web portal, in accordance with Section 508 of the Rehabilitation Act

(29USC794d,1998) and Title 36 of the Code of Federal Regulations Part 1194.22. See Supplement 2 for Uniform Resource Locator (URL) internet address links to the specific policies.

The Ohio EMA will provide the web page design template to the Contractor selected for this project. Standards and information specific to this template can be found at <http://redesign.ohio.gov/>.

The final design of the web pages must be approved in writing by the Mitigation Branch Chief; the Public Information Officer; the Director of Fiscal, Mitigation, Recovery & Preparedness Grants Division; and the Executive Director of the Ohio EMA.

#### **Hardware Recommendations.**

The Contractor must provide the Ohio EMA Mitigation Branch Chief recommendations for the necessary hardware that will be required to run the web portal efficiently, provide instantaneous one (1) to two (2) second search and report response times, and provide the necessary storage space for all the past, current, and future mitigation data to be entered into the web portal. These recommendations will be compared to the recommendations made by the Ohio EMA Data Management Branch. A final determination will be made by the Ohio EMA as to the hardware component of this project.

The Ohio EMA will purchase and install the hardware required for the web portal project separate from this Contract. The Contractor will work off-site to develop the mitigation web portal. The Contractor is responsible for the successful installation of the web portal and will work with the Ohio EMA Data Branch as part of the final installation process.

The Ohio EMA has anticipated that the following hardware solution for the web portal must include the following:

- The current existing database server (clustered SQL server environment). See Supplement 5, As-Is Current Infrastructure Document;
- A new web server to house the mitigation web portal; and
- One (1) terabyte of storage.

#### **Software Requirements.**

The web portal must be developed and implemented in a technical environment based on Microsoft technologies using an object oriented design and development methodology and must be supported with functional specification, design documentation, program specifications and operating manuals.

The web portal design must follow uniform standards in the areas of user-interface, ASP.Net programming, database design and programming.

The web portal must be implemented using a multi-tiered architecture with full separation between the user interface, business logic, and data access tiers of the system.

#### **Software Recommendations.**

The web portal must be compatible with the current development and production environment at the Ohio EMA, who will take ownership and be responsible for maintaining the site after the Contractor's warranty period has expired.

Current Environment:

- MS Visual Studio 2008
- ASP.Net with C# code behind
- .Net Framework 3.5
- IIS 6.0 / 7.0
- Microsoft SQL 2005
- Windows Server 2003 / 2008

Desired Environment:

- Microsoft Structured Query Language (SQL) Server 2008
- Windows Server 2008

The Contractor must provide the Mitigation Branch Chief recommendations for any additional software or specific software versions required for the development and production of the web portal. This recommendation will be reviewed by the Ohio EMA Data Management Branch and the Ohio EMA Mitigation Branch Chief will make the final determination as to the software components of this project. No third party tools or technologies must be utilized unless they are pre-approved by the ODPS Information Technology Office (ITO) Management.

There are many different technologies to access the data tier. The ODPS ITO prefers a decoupled, object oriented design using ActiveX Data Objects (ADO) Enterprise Library or ADO Entity Framework (EF).

Any COTS software needed for this project will be purchased by the Ohio EMA separate from this Contract.

#### **Hardware and Software Component.**

The Ohio EMA will install the recommended hardware, Operating System, and other Commercial Off-The-Shelf (COTS) software. Ohio EMA will work with the manufacturer/software company for any problems with COTS software. The Contractor's solution must be compatible with the hardware and software recommended. The Contractor is responsible for all developed/designed software and custom middleware applications. The Contractor must coordinate the installation and configuration of developed/designed software and custom middleware applications with the Ohio EMA.

#### **Security and Coding.**

The Ohio Department of Public Safety (ODPS) C# (C Sharp) Coding Standards and the ODPS SQL Coding Standards will be provided as guidelines upon award of the Contract. A database design review by the ODPS EMA project team must be conducted before coding of the application begins to ensure standards as defined by the ODPS SQL database standards. This review will occur in one (1) to two (2) business days.

A security assessment by the ODPS Security Operations Group (SOG) is a requirement before any new project is deployed at the ODPS. Once an application is in the pre-production phase, the ODPS SOG must test the application for vulnerabilities.

The ODPS SOG has the sole discretion to determine the security and coding test plan, including all details contained therein, that must ultimately be used in the determining whether the Ohio EMA Hazard Mitigation Web Portal System solution, and all components thereof, satisfy the security and coding requirements of this RFP.

Project code must address and prevent, and is not limited to, the following potential vulnerabilities:

- SQL Injection;
- Password Sniffers;
- Brute Force or Injection Attacks;
- Unsanitized Program Input;
- Weak file and group permissions;
- Race conditions;
- Buffer overflows;
- Problems with temporary files;
- Overly complex and unnecessary code;
- Insecure system calls and switches;
- Hard coded passwords; and

- Weak user passwords.

Open Web Application Security Project (OWASP) documents such as “Secure Coding Principles” and “OWASP Project” must be leveraged to ensure proper security is built into the application.

All database interaction must be performed via stored procedures.

Any specific coding questions or clarifications needed by the Contractor will be answered by the Ohio EMA IT Manager.

**Contractor Design Deliverables.** Deliverables to be produced by the Contractor for the web portal design phase include:

- Hardware and Software Requirements Recommendation document, and
- A System Design Document that includes all components of the web portal.

## **DEVELOPMENT.**

A database review by the ODPS EMA project team must be conducted before coding of the application begins to ensure standards as defined by the ODPS SQL database standards. This review will occur in one (1) to two (2) business days.

**Contractor Development Deliverables.** Deliverables to be produced by the Contractor for the web portal development phase include:

- Completed database built in accordance with Design Document and approved by the ODPS IT;
- Web portal built according to the Design Document; and
- Letter from Contractor certifying that the web portal and database have been built according to the Design Document and is ready for data population and/or testing.

## **DATA POPULATION.**

- The Contractor must develop a series of data entry screens that will allow the Mitigation Branch staff and external users to enter data into the database. Drop-down boxes should be used whenever possible to standardize the data entered.
- The Contractor will be responsible for populating the web portal with three (3) LHMPs, including the mitigation action items identified in the plans and the summary of the HIRA information.
- The Contractor must populate the information from three (3) mitigation projects, to be specified by the Ohio EMA after Contract award. The Ohio EMA Mitigation Branch staff has identified over fifty (50) database fields that must be populated (See Supplement 3 for examples of the types of data to be entered that the Contractor must extract from paper and digital files). All information and data populated by the Contractor must be searchable through the incorporated search function, included within the specified reports and linked to the interactive map when applicable.

The Ohio EMA Mitigation Branch staff will verify the accuracy of the information entered into the database by the Contractor. The Contractor is responsible for correcting any erroneous data entry at its own expense.

**Contractor Data Population Deliverables.** Deliverables to be produced by the Contractor for the web portal in the data population phase include:

A web portal and database with the data that the Contractor is required to enter into the web portal.

## **TRAINING.**

The Contractor must provide training on the web portal system to the Ohio EMA. The training will be held at the Ohio EMA in the Emergency Operations Center (EOC) for approximately twenty (20) individuals of varying skill levels. At a minimum, training must include a training coordinator/facilitator and technical individuals who worked on this project.

The training must be conducted and concluded prior to the start of the Beta Test phase and will be scheduled by the Mitigation Branch Chief, in coordination with the Contractor. The training date will be dependent upon the availability of the state's Emergency Operations Center (EOC) and may be cancelled and rescheduled at no additional cost to the State, without notice, depending upon emergency situations.

The Contractor must train the Ohio EMA Mitigation Branch and Ohio EMA Data Management Branch staff on all hardware and software used within the portal. The training must include, but not be limited to: entering data into the web portal, maintaining the security credentials for logon into the secure site, maintaining the web portal, making changes to the information within the portal, making changes to the format and design of the portal and interactive map, and incorporating/displaying new information.

The Contractor must also prepare and provide twenty (20) instruction manuals for the web portal system with appropriate information including but not limited to: design, maintenance, use of the web portal, data entry, and running reports. The Contractor must provide all electronic source documents, graphics, used in the development and presentation of all aspects of training, including all final training documents in electronic format as approved by the State. All training requirements mentioned above must be completed prior to the commencement of the Beta testing phase of the project. All training materials must be reviewed and approved by the State prior to the start of the training.

Additional training may be required at the expense of the Contractor if significant changes are made to the web portal as a result of the Testing and/or performance period. The Contractor will be responsible for providing Ohio EMA with a digital copy of the instruction manual with any corrections that result from the testing and/or performance period.

**Contractor Deliverables for Training.** Deliverables to be produced by the Contractor for this task include:

- Web Portal Instruction Manual that is approved by Ohio EMA prior to training being conducted;
- Twenty (20) hard copies of the Web Portal Instruction Manuals for the web portal system;
- A digital version of the Web Portal Instruction Manual; and
- Web portal training course completed.

## **TESTING/CORRECTIONS.**

### **System Testing.**

The Contractor shall provide a proposed written test plan consistent with the Design, Development, Data Population, Training, Web Portal Testing (beta testing, beta test corrections, and Final Testing/Corrections), ODPS ITO Security Testing, go-live, and thirty (30) day performance period. The plan shall include, but not be limited to, all necessary criteria and tests which must be performed to ensure that the Ohio EMA Mitigation Web Portal System solution as a whole, and all components thereof, satisfy the requirements included in the Contract, a description of all phases of testing, provisions for the documentation of testing results, problem detection, and corrective measures taken to permanently address problems, and a description of the resources, including the ODPS and Contractor staffing, necessary to conduct testing. Upon

delivery, the Contractor must provide Unit Tests coded in Visual Studio to be utilized for regression testing.

The Web Portal Testing and the ODPS ITO Security Testing may be performed concurrently. However, the Testing will occur until the Web Portal is accepted by the Ohio EMA.

**Web Portal Testing.**

The Ohio EMA Mitigation Branch, Ohio EMA Data Management Branch, Ohio EMA Staff, select County EMA Directors, and the Contractor will review and beta test the web portal. The testing will verify the full functionality and technical usability of the system. The State requires sixty (60) calendar days for Beta Testing.

A Final Testing/Corrections period will be conducted prior to the web portal going "live." The Contractor must identify the cause of any problems discovered with the web portal, developed/designed software and middleware applications, and must immediately resolve, at its expense any problems discovered and still be required to meet the December 31, 2010 Acceptance/Live date.

**ODPS ITO Security Testing.**

Notwithstanding the foregoing, the ODPS EMA project team shall have the sole discretion to determine the security test plan, including all details contained therein, that must ultimately be used in the determination of whether the Ohio EMA Mitigation Web Portal, and all components thereof, satisfy the requirements agreed to in this RFP.

The final project will be subject to a security review by the ODPS SOG. The web portal must pass the ODPS SOG testing prior to going "live."

The Contractor must implement a testing site on the State's production web and database servers which are located at the Ohio EMA. The testing environment will use the same web and database hardware and software that will be used in the production environment. The Contractor must test all system functionality, which includes the developed interfaces. The Contractor must provide a defect and resolution log to the State as requested during system testing.

**Work Hours and Conditions.** Testing activities, planning and status meetings that involve State staff will occur at the Ohio EMA or the ODPS Monday through Friday, 8:00 a.m. to 3:00 p.m.

**Contractor Deliverables for Testing.** Deliverables to be produced by the Contractor for this Testing Phase include:

- Provide a defect and resolution log; and
- All problems identified during testing have been resolved by the Contractor and verified by the Ohio EMA.

**ACCEPTANCE/LIVE.**

The web portal must be completed, fully functional and "live" on or before December 31, 2010. After the web portal has been delivered to the State, there will be a 30-day performance period. Any issues discovered during the performance period must be corrected by the Contractor. The final payment will not be disbursed to the Contractor until the 30-day performance period has been successfully completed.

**Contractor Deliverables for Acceptance/Live.** Deliverables to be produced by the Contractor for the Acceptance/Live phase include:

- Fully functional web portal;

- All problems identified during the performance period have been resolved by the Contractor and verified by the Ohio EMA;
- Additional training for Ohio EMA staff if significant changes are made to the web portal as a result of the testing or performance period; and
- The Contractor will be responsible for providing Ohio EMA with a revised digital copy of the instruction manual with any corrections that result from the testing and/or performance period.

## **PART TWO: SPECIAL PROVISIONS**

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

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

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

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

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

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

The Ohio EMA Mitigation Branch Chief may grant, at his/her discretion, an extension of delivery deadlines under extenuating circumstances. Any decision to extend delivery deadlines must be at the sole discretion of the Ohio EMA Mitigation Branch Chief and is not subject to appeal.

**Background Check.** Upon Contract award, the Contractor and all staff involved in the Project must undergo a complete and thorough background check, at the ODPS' expense. This will include previous work addresses for the last ten (10) years. An extensive investigation will be conducted by the ODPS prior to the assignment of the Contractor's staff to begin work.

Background checks will be performed to determine if current or potential employees of the Contractor or subcontractor(s) have any types of convictions in the following areas:

1. Any record of violence, domestic or otherwise;
2. Drug-related convictions;
3. Theft, including Identity Theft; and
4. Other offenses deemed at risk to the facility or its population.

Those employees and potential employees of the Contractor and subcontractor(s) with felony convictions or other criminal records, unless specifically approved by the ODPS, will not be permitted to be employed on this Project.

**Confidentiality and Conduct Agreement**

All candidates assigned to this project by the Contractor must submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following award of a contract by the DAS, but prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Contractor must submit a replacement resource with equal or better qualifications within the time limits as set forth in Replacement Personnel sub heading of this RFP.

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

<b>Deliverable</b>	<b>Payment</b>
Design	20% Upon Acceptance
Development	30% Upon Acceptance
Data Population	10% Upon Acceptance
Training	10% Upon Acceptance
Acceptance/Live	30% Upon Acceptance

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

**Reimbursable Expenses.** None.

**Bill to Address.**

The Ohio Emergency Management Agency  
 Mitigation Branch Chief  
 Attn: Steve Ferryman  
 2855 W. Dublin-Granville Rd.  
 Columbus, Ohio 43235

**Location of Data.** Unless the Ohio Department of Public Safety agrees otherwise in writing, the selected Contractor and its subcontractors must keep all State documents and data within the continental United State.

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Forms
- Personnel Profile Summary Forms
- Proposed System Solution/Project Plan
- Time Commitment
- Assumptions
- Support Requirements
- Pre-Existing Materials
- Commercial Materials
- Terms for Commercial Materials
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

**Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

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

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

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

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

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

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

- a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:
  - **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
  - **Project Name.** The offeror must provide the name of the project where it obtained the mandatory experience.
  - **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
  - **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
  - **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.**

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

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

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

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

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

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

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

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

- a) **Candidate References.** If the offeror provides less than three projects, the offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate.
- b) **Education and Training.** The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) **Mandatory Experience and Qualifications.**

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

For each reference, the offeror must provide the following information:

- **Candidate's Name.**
- **Contact Information.** The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.

- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

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

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

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**Proposed System Solution/Project Plan.** The offeror must describe in detail how its proposed solution meets the functional, technical, and project management requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

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

The offeror must address the following items:

**WEB PORTAL CONTENT.**

- Planning
- Projects
- Web Page Content
  - Home Page
  - Hazards Page
  - Grants Page
  - Mitigation Education Page
  - Frequently Asked Questions Page
  - Contact Information Page

**FUNCTIONALITY.**

- Search and Report
- Interactive Maps
- Email Notification
- 3 Levels of Access
  - Public
  - County EMA Director/Local Mitigation Plan Keeper
  - Ohio EMA Administrator
- Benefit Cost Analysis Calculation
- Property Monitoring and Reporting
- Planning
- History Table

**DELIVERABLES.**

- Project Management
- Web Portal Design
  - Review, Confirm, and Refine Requirements Design Document.
  - Web Page Design
  - Hardware Recommendations
  - Software Requirements
  - Software Recommendations
  - Hardware and Software Component
  - Security and Coding
- Development
- Data Population
- Training Plan
- Testing/Corrections
  - System Testing
  - Web Portal Testing
  - ODPS ITO Security Testing

## Acceptance/Live

In addition to the information above, the offeror must provide a Project Plan detailing how it will meet the Acceptance/Live date of December 31, 2010. At a minimum, this section of the offeror's proposal must include the following:

- Detailed project schedule as a Microsoft Project Gantt chart, showing all Project Deliverables, milestones, tasks and activities on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by December 31, 2010. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks;
- The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each task and a contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- Description of the project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

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

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

**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 must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; 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. Due to the nature of EMA operations, the State resources may be reallocated in the event of an emergency. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unwilling or unable to meet the requirements.

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

**Commercial Materials.** The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not

readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

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

**Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

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

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

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

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

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

**Cost Summary.** This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form. (See: Part Three: General Instructions, Proposal Submittal.) The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for the entire Project must be represented as the not-to-exceed fixed price and shall not exceed \$290,000.

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

**ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS**  
**PART ONE: PERFORMANCE AND PAYMENT**

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

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

**Term.** Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or March 31, 2011, whichever is sooner. The State may renew this Contract for up to one additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium and FEMA approval. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the ODPS.

Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2010. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

The Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The

notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager, the Contractor's Project executive, the Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within thirty (30) business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, and then only in accordance with the payment schedule specified in the

RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

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

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

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

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

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

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

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

## PART TWO: PROJECT AND CONTRACT ADMINISTRATION

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

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

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

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

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

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

**Audits.** During the term of this Contract and for ten years (for grant deadline) after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right also applies to the

State's duly authorized representatives and any person or organization providing financial support for the Project.

**Insurance.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

The policy must be endorsed to provide the State with thirty (30)-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

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

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

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

If the Contractor removes a person listed in the RFP Documents from the Project for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is

terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Project. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within thirty (30) days. Should the Contractor fail to cure its default within the thirty (30) day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

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

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Project, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable,

and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

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

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

The State also may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor 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 also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. However, if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

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

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice

reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

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

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of the State and may resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Project for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than thirty (30) calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period. The State may also suspend the Project as a result of an emergency event that reassigns or redirects state resources for an extended period of time.

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

**Representatives.** The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one (1) or more designees, who may act as the Project Representative for those individual portions of the Project.

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

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

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

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for

Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within thirty (30) calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by twenty-five percent (25%) to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus fifteen percent (15%) to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

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

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

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

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

### **PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

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

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

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

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

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

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

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

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

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

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

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

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

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

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

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

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
3. Reproduced for safekeeping (archives) or backup purposes;
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
6. Used or copied for use in or transferred to a replacement computer.

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

#### **PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

**General Warranties.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these

warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

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

**General Exclusion of Warranties.** THE Contractor makes no warranties, express or implied, other than those express warranties contained in this contract

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

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

## **PART FIVE: ACCEPTANCE AND MAINTENANCE**

**Standards of Performance and Acceptance.** There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to sixty (60) calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for thirty (30) consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

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

If the Project fails to meet the standard of performance after sixty (60) calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

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

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

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

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

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

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

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

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

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

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

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

The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

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

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

## **PART SIX: CONSTRUCTION**

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

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

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

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

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

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

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

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

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

## **PART SEVEN: LAW AND COURTS**

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

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

**Conflicts of Interest.** None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

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

**Declaration of Material Assistance/Non-Assistance to a Terrorist Organization.** In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and  
  
(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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

**Equal Employment Opportunity.** Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department web site:  
<http://66.145.134.46/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

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

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

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

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE OHIO DEPARTMENT OF PUBLIC SAFETY  
AND**

\_\_\_\_\_  
**(CONTRACTOR)**

**THIS CONTRACT**, which results from RFP 0A1066, entitled **INTERNET-BASED MITIGATION WEB PORTAL PROJECT**, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Public Safety, and \_\_\_\_\_ (the "Contractor").

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

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

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

This Contract has an effective date of the later of \_\_\_\_\_, 2010, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE - DO NOT FILL OUT**

By: \_\_\_\_\_

By: Hugh Quill

Title: \_\_\_\_\_

Title: DAS Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT SIX  
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

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

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}

<p><b>COMPLIANT:</b>  <b>Deliverable Payment Authorized:</b>    Yes _____ No _____ N/A _____</p> <p>_____</p> <p><b>Signature of State Project Representative/Date</b></p>
--

<p><b>NOT COMPLIANT:</b>  <b>Describe reason(s) for non-compliance:</b>          (Continue on back if necessary)</p> <p>_____</p> <p><b>Signature of State Project Representative/ Date      Payment <u>Not</u> Authorized</b></p>
--

**ATTACHMENT SEVEN  
OFFEROR CERTIFICATION FORM**

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

**ATTACHMENT SEVEN (continued)**  
**OFFEROR CERTIFICATION FORM**

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

<b>Potential Conflicts (by person or entity affected)</b>

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

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

5. The offeror certifies that all its and its subcontractors' personnel provided for the Project will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that its regular, fulltime employees will perform at least fifty percent (50%) of the work on the Project.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work:


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

**ATTACHMENT SEVEN (continued)**  
**OFFEROR CERTIFICATION FORM**

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

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company D-U-N-S Number





**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REFERENCES**

<b>Candidate's Name:</b>
--------------------------

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

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

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

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

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REFERENCES CONTINUED**

<b>Candidate's Name:</b>
--------------------------

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

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

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE EDUCATION AND TRAINING**

<b>Candidate's Name:</b>
--------------------------

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

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

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Project Manager**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Project Manager must have thirty-six (36) months experience as a Project Manager.

<b>Company Name:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Project Manager**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Project Manager must have experience as the Project Lead on at least one (1) web development project which involves integration with a moderately complex database from the project initiation through project completion and closeout.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			
Provide a detailed description of the database utilized in the project:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
<p>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</p> <p>Provide a detailed description of the database utilized in the project:</p>			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
<p>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</p> <p>Provide a detailed description of the database utilized in the project:</p>			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Project Manager**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Project Manager must have twenty-four (24) months experience working in a team environment where the team size was three (3) or greater.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			
Describe the team size:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			
Describe the team size:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of technical experience, capacity performed, and role related to services to be provided for this Project:			
Describe the team size:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY  
MANDATORY TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one member of the project team must have thirty-six (36) months of experience with natural hazard mitigation planning and/or mitigation project implementation.

<b>Company:</b>	<b>Contact Name:</b>  <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with natural hazard mitigation planning and/or mitigation project implementation:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with natural hazard mitigation planning and/or mitigation project implementation:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with natural hazard mitigation planning and/or mitigation project implementation:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one member of the project team must have twenty-four (24) months experience working directly with stakeholders to define requirements and provide technical advice and assistance.

<b>Company:</b>	<b>Contact Name:</b>  <b>Primary or Alternate</b> _____	<b>Contact Title:</b>
<b>Address:</b>		<b>Contact Phone Number:</b>  <b>Email Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience working directly with stakeholders to define requirements and provide technical advice and assistance:		

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience working directly with stakeholders to define requirements and provide technical advice and assistance:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience working directly with stakeholders to define requirements and provide technical advice and assistance:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one member of the project team must have thirty-six (36) months of experience in the design, development, and reporting experience from databases utilizing SQL server reporting tools.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the design, development, and reporting experience from databases utilizing SQL server reporting tools:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the design, development, and reporting experience from databases utilizing SQL server reporting tools:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the design, development, and reporting experience from databases utilizing SQL server reporting tools:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one member of the project team must have twenty-four (24) months experience utilizing Geographic Information System (GIS) software (any type) in the analysis, design, and development of an Internet/Intranet application/system

**OR**

Twelve (12) months experience utilizing interactive Google Map in the analysis, design, and development of an Internet/Intranet application/system.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
Description of candidate's experience utilizing Geographic Information System (GIS) software (any type) in the analysis, design, and development of an Internet/Intranet application/system:			
<b>OR</b>			
Description of candidate's experience utilizing interactive Google Map in the analysis, design, and development of an Internet/Intranet application/system:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience utilizing Geographic Information System (GIS) software (any type) in the analysis, design, and development of an Internet/Intranet application/system:			
<b>OR</b>			
Description of candidate's experience utilizing interactive Google Map in the analysis, design, and development of an Internet/Intranet application/system:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience utilizing Geographic Information System (GIS) software (any type) in the analysis, design, and development of an Internet/Intranet application/system:			
<b>OR</b>			
Description of candidate's experience utilizing interactive Google Map in the analysis, design, and development of an Internet/Intranet application/system:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one member of the project team must have thirty-six (36) months of experience in the analysis, design, development, and security protection of an Internet/Intranet application/system in a Visual Studio environment.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the analysis, design, development, and security protection of an Internet/Intranet application/system in a Visual Studio environment:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the analysis, design, development, and security protection of an Internet/Intranet application/system in a Visual Studio environment:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in the analysis, design, development, and security protection of an Internet/Intranet application/system in a Visual Studio environment:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have at least thirty-six (36) months of verifiable and demonstrable experience leading Joint Application Requirements (JAR) / Joint Application Design (JAD) sessions, and documenting results.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience leading Joint Application Requirements (JAR) / Joint Application Design (JAD) sessions, and documenting results:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience leading Joint Application Requirements (JAR) / Joint Application Design (JAD) sessions, and documenting results:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience leading Joint Application Requirements (JAR) / Joint Application Design (JAD) sessions, and documenting results:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months programming, design, analysis, development and installation experience with SQL 2005 and SQL Server 2005 database or higher.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in programming, design, analysis, development and installation of SQL 2005 and SQL Server 2005 database or higher:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in programming, design, analysis, development and installation of SQL 2005 and SQL Server 2005 database or higher:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience in programming, design, analysis, development and installation of SQL 2005 and SQL Server 2005 database or higher:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months experience creating detail design documents using tools including Microsoft Visio and Word.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience creating detail design documents using tools including Microsoft Visio and Word:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience creating detail design documents using tools including Microsoft Visio and Word:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience creating detail design documents using tools including Microsoft Visio and Word:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months experience with developing security for applications including authentication authorization.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with developing security for applications including authentication authorization:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with developing security for applications including authentication authorization:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> ___	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's experience with developing security for applications including authentication authorization:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months application development experience with ASP 1.0. or 2.0.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with ASP 1.0. or 2.0:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
Description of candidate's application development experience with ASP 1.0. or 2.0:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
Description of candidate's application development experience with ASP 1.0. or 2.0:			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months application development experience with implementing a Service Oriented Architecture (SOA).

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with implementing a Service Oriented Architecture (SOA):			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with implementing a Service Oriented Architecture (SOA):			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with implementing a Service Oriented Architecture (SOA):			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**TEAM REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** At least one team member must have twenty-four (24) months of application development experience with Active Directory as part of a web based security model.

<b>Company:</b>	<b>Contact Name:</b>  <b>Primary or Alternate</b> _____	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with Active Directory as part of a web based security model:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with Active Directory as part of a web based security model:			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
Description of candidate's application development experience with Active Directory as part of a web based security model:			

**ATTACHMENT TEN  
COST SUMMARY**

Tasks and Deliverables	Cost
Design	\$
Development	\$
Data Population	\$
Training	\$
Acceptance/Live	\$
<b>Total Not to Exceed Fixed Price</b>  <b>Note: The cost for this project cannot exceed \$290,000. This includes all components of the scope of work and the "12-month warranty".</b>	\$

The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below:

Deliverable	Payment
Design	20% Upon Acceptance
Development	30% Upon Acceptance
Data Population	10% Upon Acceptance
Training	10% Upon Acceptance
Acceptance/Live	30% Upon Acceptance

# 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)

List account number(s) here (optional)

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)

### 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

**5.** 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> List first and circle the name of the person whose number you furnish.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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**

## **IT Policies**

## **Internet/Intranet Policies**

ITP-B.3 "Password and Personal Identification Number Security"

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=TL4oXUQcmlk%3d&tabid=107>

ITP-B.10 "Security Notifications"

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=GSjCKKeJ3SE%3d&tabid=107>

ITS-SEC-01 "Data Encryption and Cryptography"

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=rrptkBcE2nY%3d&tabid=108>

ITP-F.1 Registration of Internet Domain Names

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=Qpz%2bo6hqBM8%3d&tabid=107>

ITP-F.3 Web Site Accessibility

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=99cw1kez4Hc%3d&tabid=107>

ITP-F.4 Executive Branch Cabinet Agency Web Site Standardization

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=99cw1kez4Hc%3d&tabid=107>

ITP-F.35 Advertisements, Endorsements, and Sponsorship on State-Controlled Web Sites

<http://www.das.ohio.gov/LinkClick.aspx?fileticket=i9%2bnf%2fG9W7E%3d&tabid=107>

Section 508 of the Rehabilitation Act (29USC794d,1998)

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

36CFR1194.22

[http://edocket.access.gpo.gov/cfr\\_2008/julqtr/36cfr1194.22.htm](http://edocket.access.gpo.gov/cfr_2008/julqtr/36cfr1194.22.htm)

Title 44/Code of Federal Regulations

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/44cfrv1\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/44cfrv1_06.html)

# **SUPPLEMENT 3**

## **Database Field Examples**

## Database Field Examples

### **PROJECT INFORMATION**

Project Name/Number  
Project City/Community  
Project County  
Project State (Mapping)  
Project Zip Code  
FIPS Code  
Project POC  
Project POC Agency  
Project POC Address  
Project POC City  
Project POC State  
Project POC Zip Code  
Project POC Phone Number  
Project POC Email Address  
Project Mitigation Measure  
Grant Type  
Project Cost (Total Proposed Amount)  
Project Cost (Total FINAL Amount)  
State House District  
State Senate District  
US Congressional District  
Federal Share Amount  
State Share Amount  
Local Share Amount  
Local Share Source  
Declaration Number  
Declaration Date  
Event Incident Dates  
Event Types (Multiple Events per Declaration)  
Counties Declared  
County Declaration Type (IA, PA, IA&PA)  
Project Final Site Inspection Date  
Project Closeout Date (FEMA Date)  
Region of State – according to SHMP  
State Only Project

### **LOSS AVOIDANCE**

Property BFE (Elevation Only)  
Property FFE (Elevation Only)

### **STRUCTURE/PROPERTY INFORMATION**

Property Owner  
Property Address  
Property City  
Property County  
Property State (Mapping)  
Property Zip Code  
FIPS Code  
DUNS Number  
Property Parcel Number/ID  
Property Latitude (8 digits)  
Property Longitude (8 digits)  
State House District  
State Senate District  
US Congressional District  
Property Event Type  
Property Mitigation Measure  
Structure Benefits (BCA)  
Structure Annual Benefits (BCA)  
Structure Project Cost (BCA)  
Property location (Floodway, Floodplain, etc)  
Property Flood Source  
Substantially Damaged  
Historical Structure  
Rep-Loss / SRL  
Property Participated in Project

### **PLANNING INFORMATION**

SHMP Approval Date  
SHMP Expiration Date  
SHMP Adoption Date  
LHMP Approval Date  
LHMP Expiration Date  
LHMP Adoption Date  
LHMP Participants  
LHMP Non-Participants  
FIPS Code  
LHMP Resolutions  
HIRA: Hazard Type  
HIRA: Hazard Severity  
HIRA: Hazard Frequency  
County EMA Director Name  
County EMA Director Agency  
County EMA Director Address  
County EMA Director City  
County EMA Director State

*DRAFT*

County EMA Director Zip Code  
County EMA Director Phone Number  
County EMA Director Email Address

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**SUPPLEMENT 4**  
**Restriction on Advertising**

**Advertising.** The offeror shall not include advertisements for other products or services as a part of web portal. For further information refer to Ohio IT Policy F.35 – Advertisements, Endorsements, and Sponsorship on state-controlled websites (PDF), issued by the Department of Administrative Services at the following Web address:

<http://das.ohio.gov/LinkClick.aspx?fileticket=i9%2bnf%2fG9W7E%3d&tabid=107>

**Restriction on Use of Information.** The Parties acknowledge that some of the data which will be used in the performance of this Contract is “personal information” or “sensitive personal information” as defined in the federal and Ohio driver privacy protection acts (DPPAs) 18 U.S.C.A. § 2721, et seq., and O.R.C. 4501.27, respectively, and it is the Parties’ intention to comply with all applicable provisions of those acts. The State will provide data to the Contractor for use of the Contractor as the State’s agent in carrying out the State’s governmental function of providing an EMA mitigation web portal. The Contractor may use the data in carrying out the State’s requirements but for no other purpose. The State will provide to the Contractor only the data necessary for processing mitigation projects and shall not provide any other data protected under the DPPAs. Specifically, the State will not provide any data from the State’s database unless it is required for processing mitigation projects. The Contractor agrees not to use, retain, or disclose any State supplied data for any other purpose.

**Deletion of Information after Use (Contractor cannot store data).** The Contractor agrees to delete any State supplied data from its records immediately upon completion of the Ohio EMA web portal project. The Contractor shall retain data necessary to prepare reports required by the State to document Contractor’s performance of the State’s requirements pursuant to this Contract, but shall immediately delete that data upon Contractor’s prompt completion of the required reports.

**SUPPLEMENT 5**  
**As-Is Current Infrastructure Document**

**Networking Topology:**

Ohio EMA uses two Cisco 100/1000baseT switches to connect over 600 network devices to the network. The 4500 switches connect the Ohio EMA network to the ODPS network via a metro Ethernet connection. Cisco routers connect EMA to the joint field offices, RIMC and the internet.

All sites use 10/100/1000baseT Ethernet for all user & server segments. All main satellite office connections are Point to Point via a T1 bandwidth. The branch satellite offices utilize Ethernet for their user segments via 56K connections. Ohio EMA utilizes TCP/IP as its standard networking protocol.

**User LAN:**

Ohio EMA like the ODPS currently uses Windows XP Pro, and Windows 2000 Server, Windows 2003 Server and Novell Netware Operating Systems and Active Directory or eDirectory for authentication. Novell Netware is used for file services only and is expected to be replaced shortly by Microsoft file services.

Ohio EMA uses a Novell GroupWise post office connects to the ODPS GroupWise system. Ohio EMA also has a Microsoft exchange server used to send automated emails.

**Enterprise Application Infrastructure:**

The ODPS currently uses Microsoft Windows 2000/2003 Servers as its application server platform. Ohio EMA does not use load balance at this time web application are split between two web servers, Data is stored on a clusters SQL servers.

**Application Security:**

Security should be determined on a case-by-case basis. Based on the # of users, sensitivity of the data, and how data is accessed. Ohio EMA collects very little data that is considered sensitive and follows guidelines Developed by the state of Ohio and the ODPS to insure the security of this data.

**Database:**

Ohio utilizes Microsoft SQL Server database 2000 and 2005 primarily and soon will be using SQL Server 2008. Any new applications need to utilize Microsoft SQL Server.

**Storage:**

OEMA generally uses direct attached storage; web servers in the DMZ connect to the SQL servers inside of the firewalls and have direct attached storage.

**Security:**

Ohio EMA follows the ODPS guidelines for security. Generally speaking, the ODPS does not allow direct connections from outside sources to internal systems. All externally and most internally available applications are designed in a multi-tier security model utilizing full client disconnects. No http proxy based applications are allowed. The ODPS restricts the IP application ports that are allowed to traverse networks. The ODPS does not allow dynamic port allocation applications. The ODPS considers any machine that is directly accessed by an outside entity as a perimeter device and restricts accordingly.

**Hardware:**

Ohio EMA has preferred Gateway 900 series servers although several older Gateway servers exist Ohio EMA has also preferred Gateway e series PC's and Gateway. With Gateway no longer Ohio EMA will be looking at Dell or HP server in the future.

Servers will be acquired, installed, and administered by Ohio EMA personnel. The vendor is required to supply server specifications as part of the design document.

**Personnel:**

Vendor personnel May be required to submit to a background check conducted by the Ohio State Highway Patrol. Personnel failing to pass the check will not be permitted to work on the project.

**Application Administrator/Supervisor:** Designated user to administer the application side of the solution. This user would not have direct console access to the system servers. This user would typically be an area supervisor or manager.

**Server Administrator:** LAN administrator. Typically responsible for the Hardware and Operating systems on many LAN and Web Based systems.

Would be responsible for:

1. Server hardware and Operating system configuration and maintenance
2. Server system disaster recovery
3. Network account management
4. Network access
5. Server health monitoring
6. Email services
7. Network Fax Services
8. Spam Management
9. Virus Protection

**Database Administrator:**

Would be responsible for:

1. Database table configuration
2. Database table access
3. Database administration
4. Database disaster recovery

**SUPPLEMENT 6**  
**ODPS Facility Access Request**



**SUPPLEMENT 7  
SITE MAP-DRAFT**

The Ohio EMA will provide the design template the Contractor must use for development of the web portal. The Site Map represents the Ohio EMA Mitigation Branch's current vision of the possible layout of the web portal. This is not intended to provide the Contractor with design requirements.

**Header Links** (Defined by Office of Information Technology Policy)

Ohio.Gov – Linked to: <http://www.ohio.gov/>

ODPS Home Page – Linked to: <http://publicsafety.ohio.gov/>

Ohio EMA Home Page – Linked to: <http://www.ema.ohio.gov/index.aspx>

Contact Us Page – Linked to a new page that will have Mitigation Branch contact information (Name, Phone, and Email)

Login – Pop up box for logging into secure side of the portal. Access to all non-secure information plus specific pages based on login credentials

**DRAFT**

**Footer Links** (Defined by OIT Policy)

Same as Header links but in text form and in compliance with OIT Policy

Site Map – Linked to a new page to show the Site Map

Background picture to be determined by Ohio EMA

**Menu Bar** (Defined by OIT Policy)

Home Page – Linked to web portal Home page

Grants Page – Linked to new page containing Grant information

Hazards Page – Linked to new page containing information on Hazards (HIRA)

Planning Page – Linked to new page containing information on mitigation Planning

Education and Resources Page – Linked to new page containing Educational information and Resources concerning mitigation

Mitigation Projects Page – Linked new page containing past, present, and future Mitigation Projects. Will contain photos and Deeds of properties mitigated

FAQs Page – Linked new page containing FAQs

Links Page – Linked new page containing Links pertinent to mitigation

**Home Page**

Properties Mitigated for Flooding – Calculated from database. Initial number may be hard coded until all data can be entered.

Damages Prevented Through Mitigation – Calculated from database using the Benefit Cost Analysis – Project Benefits (OLD Ver.) or the Benefits (New Ver.) field.

Ohio EMA Hazard Mitigation News – Three links to new pages. Pages will be created for each news item to be posted.

Photographs – Twenty photos (TBD) that will rotate periodically.

Sub-Headings (Menu Bar) – Will have a sampling (TBD) of what is on the Planning, Grants, Hazards, and Education & Resources pages.

Interactive Map – Google Map/Earth in a new window. Will be used to display project sites and locations (To include photos and Deeds), declared disasters, County HIRA, etc.

### **Grants Page**

IMPORTANT DATES – This section will contain a listing (continually updated) of important dates related to grants and grant programs.

UNIFIED HMA GRANTS – Section on the individual grant programs.

Hazard Mitigation Grant Program (HMGP) – Linked to a page with information/guidance on the HMGP program.

Pre-Disaster Mitigation Grant (PDM) – Linked to a page with information/guidance on the PDM program. This will include both the competitive and legislative versions.

Flood Mitigation Assistance Grant (FMA) – Linked to a page with information/guidance on the FMA program.

Repetitive Flood Claim Grant (RFC) – Linked to a page with information/guidance on the RFC program.

Severe Repetitive Loss Grant (SRL) – Linked to a page with information/guidance on the SRL program.

GRANT APPLICATION AND APPLICATION TOOLS – Section on the grant applications and tools for applying for a mitigation grant.

HMA Grant Guidance – Linked to: <http://www.fema.gov/library/viewRecord.do?id=3309> or actual .pdf document on server.

Grant Comparison Sheet – Linked to: "To be determined by Ohio EMA."

e-Grants – Linked to: <http://www.fema.gov/government/grant/egrants.shtm>

Training – Linked to: <http://training.fema.gov/EMIWeb/IS/is30.asp>

Registration- Linked to: "To be determined by Ohio EMA."

FEMA Registration – Linked to: <https://portal.fema.gov/famsVuWeb/home>

Ohio EMA Registration – Linked to Ohio EMA's eGrant Authorization form and/or online registration form.

User Manual – Linked to: <http://www.fema.gov/library/viewRecord.do?id=3267> or actual .pdf document on server.

Sample Application (Acquisition Project) – Linked to sample document to be created by Ohio EMA.

Sample Budget – Linked to sample budget created by Ohio EMA.

Property List – Linked to property list created by Ohio EMA.

Obtaining Latitude/Longitude – Linked to "Lat\_Long FEMA Guidance" document.

Photographing Structures – Linked to "Photographing your Project" .pdf file

Benefit-Cost Analysis

Download BCA Software – Linked to: <http://www.bchelpline.com/regn.aspx>

BCA Training

Training at Ohio EMA – Linked to new page on BCA training opportunities

BCA Helpline Training – Linked to: <http://www.bchelpline.com/training.html>

BCA Training Manual - linked to "BCA Classroom\_Student Manual" .pdf file  
BCA User Guide – Linked to "BCA User's Guide" .pdf file.  
What is a Benefit – Linked to "What is a Benefit" document.  
What is a Cost – Linked to: "To be determined by Ohio EMA."

#### Required Documentation

##### Full Flood

Linked to spreadsheet (Priority List/BCA Information)

Flood Insurance Rate Map (FIRM)

Flood Insurance Study (FIS)

Damage Frequency Analysis (DFA) – Linked to: "To be determined by Ohio EMA."

Attaching BCA to e-Grants – Linked to:

[http://www.bchelpline.com/Documents/attaching\\_bca\\_to\\_eGrants.pdf](http://www.bchelpline.com/Documents/attaching_bca_to_eGrants.pdf)

#### BCA Help and Assistance

BCA Helpline – Linked to: <http://www.bchelpline.com/index.html>

BCA Resources – Linked to: <http://www.bchelpline.com/BCAToolkit/index.html>

### **Hazards Page**

**HAZARDS** – This section will contain links to a new page on each hazard identified (below) in the State Hazard Mitigation Plan. Each hazard will be ranked and displayed according to the State's Hazard Identification/Risk Analysis (HIRA).

**Flooding** – Information, facts, and figures about flooding in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Tornado** – Information, facts, and figures about tornados in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Winter Storm** – Information, facts, and figures about winter storms in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Landslide** – Information, facts, and figures about landslides in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Dam/Levee Failure** – Information, facts, and figures about dam/levee failures in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Seiche/Coastal Flooding** – Information, facts, and figures about seiche/coastal flooding in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Wildfire** – Information, facts, and figures about wildfires in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Earthquake** – Information, facts, and figures about earthquakes in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

**Severe Summer Storm** – Information, facts, and figures about severe summer storms in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

Coastal Erosion – Information, facts, and figures about coastal erosion in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

Land Subsidence – Information, facts, and figures about land subsidence in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

Invasive Species – Information, facts, and figures about invasive species in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

Drought – Information, facts, and figures about droughts in Ohio. This information will primarily come from the State Hazard Mitigation Plan with links to additional information.

COUNTY HAZARD IDENTIFICATION/RISK ANALYSIS (HIRA) – This section will either use an interactive map or a listing of jurisdictions to display the HIRA information from each Local Hazard Mitigation Plan.

County HIRAs – The eighty-eight (88) County HIRAs will come from each of the county Local Hazard Mitigation Plan (LHMP). The top 5 hazards listed within each LHMP will be displayed and will link to the appropriate hazard page listed under the HAZARDS section (above).

City/Village HIRAs – The sixteen (16) City/Village HIRAs will come from each of the county Local Hazard Mitigation Plan (LHMP). The top 5 hazards listed within each LHMP will be displayed and will link to the appropriate hazard page listed under the HAZARDS section (above).

## **Planning**

STATE HAZARD MITIGATION PLAN (SHMP) – This section will have a link to each section and appendices of the SHMP. Each of these sections is a .pdf document. In addition to displaying the SHMP an electronic form (to be developed) will provide anyone to comment on the SHMP and email the comments to both the State Mitigation Planner and the State Hazard Mitigation Officer.

LOCAL HAZARD MITIGATION PLAN (LHMP) – This section will have a link, listed alphabetically, to all 107 LHMPs within the State of Ohio and the date the current plan expires will be in parenthesis immediately beside the name of the community or plan. Each of these plans will be scanned or saved as a .pdf document. In addition to displaying the LHMPs an electronic form (to be developed) will provide anyone to comment on the LHMPs and email the comments to both the appropriate Local Hazard Mitigation Planner or County EMA Director and the State Mitigation Planner.

PLANNING RESOURCES – This section will provide planning information and assistance. They will link to new pages, existing pages, or a .pdf document.

Contact the State Mitigation Planner – This new page will display information on contacting the State Mitigation Planner. It will also contain a form (to be developed) to be emailed to the planner and will allow for questions or comments to be sent to the planner.

Contact the State Hazard Mitigation Officer – This new page will display information on contacting the State Hazard Mitigation Officer (SHMO). It will also contain a form (to be developed) to be emailed to the SHMO and will allow for questions or comments to be sent to the planner.

Updating a Mitigation Plan Workshop – Linked to a PowerPoint presentation on updating a mitigation plan that is currently in effect. This is for those that already have a FEMA approved Local Hazard Mitigation Plan.

Local Hazard Mitigation Plan Crosswalk – Linked to the most current FEMA Local Hazard Mitigation Plan Crosswalk. This will either be a doc or .pdf and is dependent upon FEMA.

Links to FEMA 386 Guides – Links to FEMA’s 386 mitigation planning “*How-To*” guides.

### **Education & Resources**

DISASTERS – A listing (Declaration number, declaration date, and brief description) of each declared disaster and emergency declaration within the State of Ohio. The disaster number will then be linked to a new page giving detailed information on that disaster such as: the counties involved, the event type(s), what happened, casualties, damage amounts, etc.

INTERACTIVE MAP – Google Map/Earth in a new window. Will be used to display project sites and locations (To include photos and Deeds), declared disasters, County HIRA, etc.

PRESENTATIONS – Will contain a listing of the various presentations regarding mitigation and will be linked to bring up the presentation for viewing.

ARTICLES AND BROCHURES – Will contain a listing of various articles and brochures on mitigation and mitigation techniques.

SUCCESS STORIES – Will link to a new page that will have a listing with brief summary of success stories from around Ohio. It will also link to the FEMA document of success stories in Ohio that is currently on the Ohio EMA website at <http://ema.ohio.gov/>

TRAINING – Will provide links to new pages on mitigation training opportunities, training documents, and possibly video taped training courses and presentations given by the Mitigation Branch Staff.

BENEFIT COST ANALYSIS – will be tied to the Benefit-Cost Analysis training page (Above)

MITIGATION PLANNING – This section will link to the Planning Resources page above.

MAPS – Will have a thumbnail map of all disaster declarations within the State of Ohio. Each map when clicked will open a new window displaying the map in full size. The maps will be broken out into disaster declaration number and a map tallying the total number of declared disasters within each county.

LAWS AND REGULATIONS – Will have a listing of the laws and regulations that pertain to mitigation and will link to the appropriate law or regulation. For example: The Stafford Act or 44CFR80.

### **Mitigation Projects**

MITIGATION TOTALS – This area will display (from the database) the number of properties mitigated, the number of properties mitigated for flood, the total number of properties acquired, total number of properties elevated, and the total number of planning projects.

HMGP – Will have a listing of every HMGP project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

PDM-C – Will have a listing of every PDM-C project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

L-PDM – Will have a listing of every L-PDM project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

FMA – Will have a listing of every FMA project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

RFC – Will have a listing of every RFC project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

SRL – Will have a listing of every SRL project, the location, grant amounts, property locations, etc. This information will be captured in the database and displayed on the interactive map.

INTERACTIVE MAP – Google Map/Earth in a new window. Will be used to display project sites and locations (To include photos and Deeds), declared disasters, County HIRA, etc.

FAQ's – A Frequently Asked Questions section must be included to answer questions on, but not limited to: mitigation, hazards, planning, grants, and the web portal. The FAQs are currently being identified by the Ohio EMA Mitigation Branch staff. See <http://hazardmitigation.calema.ca.gov/faqs> as page example.

## **Reports**

REPORTS – The web portal must be able to both display and print reports from the information entered into the web portal. Specific report formats will be determined during the design phase of the project.

Disasters – A chronological listing of each declared disaster and emergency declaration within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Event Types – A tally of each event type that has resulted in a declared disaster or emergency declaration within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Flood, Tornado, Wind, Snow, Etc.)

Declaration Totals – A tally of disaster declarations within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Mitigation Plan Expirations – A chronological report showing when LHMPs expire.

Mitigation Plan Expiration Email – An email to local plan holder and the state mitigation planner indicating that the LHMP will expire in 18-months, 12-months, 6-months, and expired.

HIRA – Listing the hazards within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Participating Jurisdictions in Mitigation Plan – A report listing the jurisdictions that are participating in the LHMP.

Non-Participating Jurisdictions in Mitigation Plan – A report listing the jurisdictions that are **not** participating in the LHMP.

Mitigation Project Location – A listing of project locations within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Broken out by disaster number or grant type).

Properties Mitigated – A listing of properties (Address) that have been mitigated within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Broken out by mitigation activity).

Property Owners – A listing of property (Address) that have been mitigated within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Broken out by mitigation activity).

Mitigation Activity – Report tallying the total number of mitigation activities within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Acquisition, Elevation, Storm Shelter, Plans, etc.)

Rep-Loss / SRL Properties Mitigated – Report tallying the total number of Repetitive-loss and Severe Repetitive Loss properties that have been mitigated within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Damages Prevented – A report on the amount of damages prevented by mitigation actions (using the BCA data) within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Total Mitigation Funds – Report calculating the total amount of mitigation funds used within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Total Federal, State, and Local Funds Used for Mitigation – Report calculating the total amount of Federal, State, and Local mitigation funds used within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Grant Awardees and Amount Awarded – A chronological listing of grant awardees and the amount they were awarded within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Grant Types – A tally of each grant type awarded within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (HMGP, PDM-C, L-PDM, FMA, RFC, AND SRL).

Substantially Damaged – A tally of substantially damaged structures mitigated within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

Historical Structures – A tally of historical structures mitigated within the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district.

All Mitigation and Disaster Data – A report of all mitigation data collected for the State of Ohio, each individual county, Ohio state house district, Ohio senate district, and each US congressional district. (Example: an overview of all mitigation and disaster information for a particular county).

#### **SECURE AREA** – LOGIN REQUIRED (Username & Password)

SECURE AREA – A secure password protected site must be included for the Ohio EMA Mitigation Branch to access all information on the web portal, update the information and data, and to make changes to the web portal. Local officials will have limited access to the database to upload their LHMP with review crosswalk, their hazard identification-risk analysis information, and data to their individual county pages.

#### **Links**

LINKS – This will be a page of links with a brief description to various mitigation sites, including agencies and organizations that work with Ohio EMA or deals with mitigation.

State Agencies –

##### [Ohio Department of Natural Resources \(ODNR\) – Division of Water](#)

The Ohio Department of Natural Resources – Division of Water oversees the floodplain management program and coordinates the National Flood Insurance Program (NFIP) for the State of Ohio.

##### [Ohio Department of Natural Resources \(ODNR\) – Division of Natural Areas and Preserves](#)

The Ohio Department of Natural Resources – Division of Natural Areas and Preserves works with the Mitigation Branch to ensure that mitigation projects have little to no detrimental effect on Ohio's endangered species, scenic areas, nature preserves, or natural resources.

##### [State of Ohio Historical Preservation Office \(SHPO\)](#)

The State of Ohio Historical Preservation Office goal is to preserve Ohio's historic buildings, markers, and archeological sites. In the event a historical location is included in a mitigation project or near a mitigation project, the SHPO works with the mitigation branch and the project community to reduce the impact to the historical area.

##### [Ohio Environmental Protection Agency \(OEPA\)](#)

The Ohio Environmental Protection Agency enforces the environmental laws that protect not only the citizens of Ohio but also Ohio's environment. Ohio EPA works with the

Mitigation Branch and local communities to ensure mitigation projects are in compliance with environmental laws and regulations.

#### [Ohio Department of Transportation \(ODOT\)](#)

The Ohio Department of Transportation oversees Ohio's transportation roadways and facilities. ODOT and the Mitigation Branch work together to make sure that mitigation projects have little or no impact on Ohio's scenic roadways or have a detrimental effect on Ohio's transportation system.

#### Federal Agencies –

##### [Federal Emergency Management Agency \(FEMA\)](#)

FEMA's mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters. Ohio EMA Mitigation Branch works with FEMA Mitigation Branch, our federal counterpart, to provide assistance to local communities with mitigation projects and planning.

##### [FEMA Region V](#)

FEMA Region V, in Chicago, works hand-in-hand with not only Ohio EMA but also with the emergency management agencies in [Illinois](#), [Indiana](#), [Michigan](#), [Minnesota](#), and [Wisconsin](#) to prepare for, respond to, and recover from disasters. [HAZUS-MH](#) - Risk assessment software program for analyzing potential losses and estimating hazard-related damage before, or after, a disaster.

##### [The National Flood Mitigation Data Collection Tool \(NT\)](#)

The National Flood Mitigation Data Collection Tool (referred to as the National Tool or "NT") was developed for nationwide use to gather information about floodprone structures in order to determine potentially appropriate long-term mitigation measures. The ultimate goal of the NT is to provide a standardized, systematic approach to collecting and interpreting property data and mitigation project development.

##### [National Flood Insurance Program \(NFIP\)](#)

Congress established the National Flood Insurance Program (NFIP) to address both the need for flood insurance and the need to lessen the devastating consequences of flooding. The goals of the program are twofold: to protect communities from potential flood damage through floodplain management, and to provide people with flood insurance.

##### [United States Geological Survey \(USGS\) – Division of Water](#)

The USGS mission is to provide water information that benefits the Nation's citizens: Publications, data, maps, and applications software. The Mitigation Branch works with USGS – Division of Water to obtain stream studies of flood prone areas that is used to determine the benefit-cost of a mitigation project and to provide additional data for the Flood Insurance Study (FIS) of the area.

##### [National Streamflow Information Program \(NSIP\)](#)

National Streamflow Information Program (NSIP) provides the Nation with [real-time streamflow data](#) information to help protect life and property and manage our water resources. The U.S. Geological Survey operates and maintains approximately 7,300 stream gages which provide long-term, accurate, and unbiased information that meets the needs of many diverse users.

##### [United States Fish & Wildlife Service \(USFW\)](#)

The Mitigation Branch works with USFW to ensure that mitigation projects have little to no detrimental effect on endangered species within the State of Ohio. The USFW also verifies the location and continued protection (under the [Bald & Golden Eagle Act](#)) of any Bald Eagle nests within a project area.

##### [United States Army Corps of Engineers \(USACE\)](#)

The United States Army Corps of Engineers, through four operational districts within the State of Ohio, works with local communities and the Mitigation Branch with Planning,

designing, building and operating water resources and other civil works projects for Flood Control. The four districts are: [Buffalo](#), [Huntington](#), [Louisville](#), and [Pittsburgh](#).

#### [National Weather Service \(NWS\)](#)

The NWS provides weather, hydrologic, and climate forecasts and warnings for the United States, its territories, adjacent waters and ocean areas, for the protection of life and property. The Mitigation Branch works with the NWS to develop the [State of Ohio Hazard Mitigation Plan](#).

#### [NOAA Weather Radio All Hazards \(NWR\)](#)

NOAA Weather Radio All Hazards (NWR) is a nationwide network of radio stations broadcasting continuous weather information directly from the nearest [National Weather Service office](#). NWR broadcasts official Weather Service warnings, watches, forecasts and other hazard information 24 hours a day, 7 days a week.

#### [Advanced Hydrological Prediction Service \(AHPS\)](#)

Advanced Hydrologic Prediction Service is a web-based suite of forecast products. They display the magnitude and uncertainty of occurrence of floods or droughts, from hours to days and months, in advance. These graphical products are useful information and planning tools and will enable government agencies, private institutions, and individuals to make more informed decisions about risk based policies and actions to mitigate the dangers posed by floods and droughts.

#### [Automated Flood Warning System \(AFWS\)](#)

Automated Flood Warning System (AFWS) rainfall information is compiled from approximately 1300 automatic rain gages located throughout the area of the Eastern United States.

#### [StormReady Program](#)

Americans live in the most severe weather-prone country on Earth. StormReady helps America's communities with the communication and safety skills needed to save lives and property—before and during an event. StormReady helps community leaders and emergency managers strengthen local safety programs.

### Organizations –

#### [National Emergency Management Association \(NEMA\)](#)

NEMA is the professional association of and for emergency management directors that provides national leadership and expertise in comprehensive emergency management and serves as a vital emergency management information and assistance resource.

#### [International Association of Emergency Managers \(IAEM\)](#)

The International Association of Emergency Managers (IAEM), which has members in 58 countries, is a non-profit educational organization dedicated to promoting the goals of saving lives and protecting property during emergencies and disasters.

#### [Association of State Floodplain Managers \(ASFPM\)](#)

The Association of State Floodplain Managers (ASFPM) is an organization of professionals involved in floodplain management, flood hazard mitigation, the National Flood Insurance Program, and flood preparedness, warning and recovery. ASFPM promotes education, policies, and activities that mitigate current and future losses, costs, and human suffering caused by flooding, and to protect the natural and beneficial functions of floodplains - all without causing adverse impacts.

#### [Ohio Building Officials Association \(OBOA\)](#)

The Ohio Building Officials Association (OBOA) is a statewide association of building officials located in the State of Ohio, so that local associations of building officials may act together on matters of statewide concern.

[HAZUS.org](http://HAZUS.org)

HAZUS.org focuses on the promotion and development of HAZUS applications through the development and documentation of best practices, implementation guidelines, standards and outreach. This is accomplished through HAZUS User Groups, the operation of the HAZUS.org web site and information sharing.

[Central HAZUS Users Group \(CHUG\)](#)

The Central HAZUS Users Group (CHUG) is comprised of HAZUS users within FEMA-Region V with the goal to maximize the potential of HAZUS. CHUG looks at software problems, HAZUS projects, shares the successes and failures between users and helps bring the entire region together in planning for natural disasters.

[National Association of Flood & Stormwater Management Agencies \(NAFSMA\)](#)

The National Association of Flood & Stormwater Management Agencies (NAFSMA) is an organization of public agencies whose function is the protection of lives, property and economic activity from the adverse impacts of storm and flood waters.

[University of Colorado at Boulder Natural Hazards Center](#)

The goal of the Natural Hazards Center is to strengthen communication among researchers and the individuals, organizations, and agencies concerned with reducing damages caused by disasters. Using an all-hazards and interdisciplinary framework, the Center fosters information sharing and integration of activities among researchers, practitioners, and policy makers from around the world.

*DRAFT*

**SUPPLEMENT 8  
HAZARD IDENTIFICATION & RISK ANALYSIS  
(HIRA) SUMMARY – DRAFT**

**Supplement Eight**  
**HAZARD IDENTIFICATION & RISK ANALYSIS (HIRA) SUMMARY - DRAFT**

Please provide an assessment of the frequency (high, moderate, low, very low, not applicable) and severity (catastrophic, extensive, serious minor) of an event for each of the following hazards:		
Hazard	Frequency	Severity
Coastal Erosion	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Wildfire	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Earthquake	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Windstorms	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Fire	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic

Flooding	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Winter Storm	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Land Subsidence	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Mud/Landslide	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Severe Summer Storms	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Drought	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic

Tornado	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Dam / Levee Failure	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Invasive Species	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic
Other	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High	<input type="checkbox"/> Minor <input type="checkbox"/> Serious <input type="checkbox"/> Extensive <input type="checkbox"/> Catastrophic

# 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.