

# REQUEST FOR PROPOSALS

**RFP NUMBER: 0A1130**

**DATE ISSUED: June 25, 2014**

**The State of Ohio, through the Department of Administrative Services, Enterprise Information Technology Contracting, for the Ohio Department of Public Safety is requesting proposals for:**

**ODPS Vehicle Registration Forms and Stickers Project RFP**

**INQUIRY PERIOD BEGINS: June 25, 2014**

**INQUIRY PERIOD ENDS: July 7, 2014**

**OPENING DATE: July 23, 2014**

**OPENING TIME: 1:00 p.m.**

**OPENING LOCATION: Department of Administrative Services  
Enterprise Information Technology Contracting  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228**

**This RFP consists of five parts and 11 attachments, totaling 83 consecutively numbered pages.**

**(Supplements may also be attached to this RFP with a beginning header page and an ending trailer page. Verify that you have a complete copy.)**

**In addition to this RFP, two separate dummy data stream files are published on the State Procurement website. Offerors are encouraged to download and use these files to test their proposed system. Similar files will be used during the demonstration phase of the evaluation.**

# Contents

- 1. EXECUTIVE SUMMARY .....4
  - 1.1. Purpose.....4
  - 1.2. Background. ....4
  - 1.3. Objectives.....6
  - 1.4. Overview of the Work's Scope.....6
  - 1.5. Calendar of Events. ....7
- 2. RFP STRUCTURE.....8
  - 2.1. Organization.....8
  - 2.2. Parts.....8
  - 2.3. Attachments. ....8
  - 2.4. Supplements. ....8
- 3. GENERAL INSTRUCTIONS.....9
  - 3.1. Contacts.....9
  - 3.2. Inquiries.....9
  - 3.3. Amendments to the RFP. ....10
  - 3.4. Proposal Submittal. ....10
  - 3.5. Waiver of Defects. ....11
  - 3.6. Multiple or Alternate Proposals.....11
  - 3.7. Changes to Proposals. ....12
  - 3.8. Proposal Instructions.....12
  - 3.9. Location of Data. ....12
- 4. EVALUATION OF PROPOSALS .....13
  - 4.1. Disclosure of Proposal Contents.....13
  - 4.2. Rejection of Proposals.....13
  - 4.3. Evaluation of Proposals.....13
  - 4.4. Clarifications and Corrections.....13
  - 4.5. Initial Review. ....13
  - 4.6. Technical Evaluation. ....13
  - 4.7. Requirements.....14
  - 4.8. Cost Evaluation. ....15
  - 4.9. Demonstrations. ....15

4.10. Determination of Responsibility. ....	15
4.11. Reference Checks. ....	16
4.12. Financial Ability.....	16
4.13. Contract Negotiations. ....	16
4.14. Failure to Negotiate. ....	17
5. AWARD OF THE CONTRACT .....	18
5.1. Contract Award.....	18
5.2. Contract Components.....	18
ATTACHMENT 1: EVALUATION CRITERIA .....	19
ATTACHMENT 2: WORK REQUIREMENTS AND SPECIAL PROVISIONS .....	21
Part 1: Work Requirements .....	21
Part 2: Special Provisions.....	36
ATTACHMENT 3: REQUIREMENTS FOR PROPOSALS .....	37
ATTACHMENT 4: GENERAL TERMS AND CONDITIONS .....	48
Part 1: Performance and Payment.....	48
Part 2: Work and Contract Administration.....	52
Part 3: Ownership and Handling of Intellectual Property & Confidential Information .....	60
Part 4: Representations, Warranties, and Liabilities .....	62
Part 5: Acceptance and Maintenance .....	63
Part 6: Construction.....	64
Part 7: Law and Courts.....	65
ATTACHMENT 5: SAMPLE CONTRACT .....	67
ATTACHMENT 6: CONTRACTOR CERTIFICATION FORM.....	68
ATTACHMENT 7: OFFEROR PROFILE SUMMARY .....	71
ATTACHMENT 8: PERSONNEL PROFILE SUMMARY .....	73
ATTACHMENT 9: STANDARD AFFIRMATION AND DISCLOSURE FORM .....	76
ATTACHMENT 10: PLANNED DEMONSTRATION CRITERIA .....	78
ATTACHMENT 11: COST SUMMARY .....	80

## 1. Executive Summary

### 1.1. 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) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for a Printing System for Vehicle Registration Forms and Validation Stickers (the “Project”), and this RFP is the result of that request.

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

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, 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 Work is completed to the satisfaction of the State and the Contractor is paid or December 31, 2015, whichever is sooner. The State may renew this Contract for up to five (5) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Administrative Services, Office of Information Technology, and the Ohio Department of Public Safety.

**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 Work or the terms and conditions in this RFP.**

### 1.2. Background.

The ODPS is responsible for the safety and security of Ohioans. The agency has seven (7) divisions: Emergency Management Agency (EMA), Emergency Medical Services (EMS), Homeland Security, Ohio State Highway Patrol (OSHP), Ohio Investigative Unit (OIU), and Office of Criminal Justice Services (OCJS), and the Bureau of Motor Vehicles (BMV).

**The Emergency Management Agency** coordinates activities to mitigate, prepare for, respond to, and recover from both natural and man-made disasters. The Division works closely with local, state, and federal agencies to bring resources of recovery and support to Ohioans impacted by a disaster. The Ohio EMA activities also include: education, training, planning, preparing, and strengthening Ohio's first responder capabilities and improving communication across the state.

**Emergency Medical Services** ensures that citizens will receive the highest quality of care in situations such as a heart attack or stroke. EMS oversees certification of Emergency Medical Technicians (EMTs) and firefighters and sees that EMTs are properly trained, educated, and prepared for emergency situations.

**Homeland Security** was established as a division within Public Safety in September 2003 and strengthens the State's commitment to addressing the threats and challenges of terrorism. The Homeland Security Division also oversees licensing and regulation of private investigators and security guards.

**The Ohio State Highway Patrol** keeps Ohioans safe by trying to save lives and prevent injuries on state routes and highways. The OSHP offers statewide emergency response services, investigates criminal activities on state-owned property, and provides security for the Governor and other dignitaries.

**The Investigative Unit** is charged with keeping alcohol and cigarettes out of the hands of young Ohioans. Through enforcement and educational efforts, agents help to reduce the problem of underage drinking. Investigative Unit agents also investigate food stamp fraud and gambling violations.

**The Office of Criminal Justice Services** serves agencies and communities committed to reducing and preventing crime across Ohio. The OCJS administers over \$30 million in state and federal criminal justice funding every year. The OCJS identifies justice issues, evaluates programs, and develops technology, training and products for criminal justice professionals and communities.

**The Bureau of Motor Vehicles** oversees driver and motor vehicle licensing and registration. This includes the responsibility for the website <https://www.oplates.com/> which many Ohioans use to renew vehicle registrations and perform other business transactions.

Anyone in Ohio who owns a motor vehicle must within 90 days of the previous registration expiring, renew their vehicle registration. The Ohio Revised Code, Section 4503.102, located at <http://codes.ohio.gov/orc/4503.102> requires a centralized system of motor vehicle registration renewal by mail or electronic means. Vehicle registrations may also be renewed at a deputy registrar's office. This process has been in effect since February 1988.

Within forty-five days prior to the registration expiration date of a vehicle registration, a renewal notice is mailed to the vehicle's registered owner. The renewal notice is preprinted with information including but not limited to the owner's name and residence address, a description of the vehicle, taxes and fees due, and a toll-free telephone number. The vehicle owner submits an application to renew the registration by returning the form via US mail with any changes or updates. Or, the vehicle owner may return the form to a nearby deputy registrar's office, or they may renew through use of the telephone Interactive Voice Response system (IVR), or on-line through <https://www.oplates.com/>.

Registration renewals processed at a deputy registrar's office are processed immediately at the office; renewals received through the mail, IVR, or <https://www.oplates.com/> are printed and mailed to the vehicle owner.

The current process for printing vehicle registration forms and validation stickers is as follows:

1. Two (2) Text (TXT) files, one (1) for Regular Vehicle Registrations and the other for Dealer Vehicle Registrations, are sent via secure File Transfer Protocol (FTP) from the BMV host computer to a server located at the Charles D. Shipley Building, 1970 W. Broad Street, Columbus, Ohio 43223 with the option to relocate to another state facility, for registration and sticker printing.
2. A software program separates the registration application data by registration year and adds a sequential number to each registration to track the quantity of registrations printed for each registration year.
3. Registration data is separated into smaller batch files by registration year and sent to printers that are filled with registration forms and appropriate validation stickers for the appropriate year.
4. After registration forms and validation stickers print, the ODPS operator may be notified of specific printed registrations, identified by their sequence numbers that must be removed. A run control log tracks registrations that have been removed.
5. On the same day that they are printed, the ODPS delivers the remaining Regular Vehicle Registrations to the Ohio Department of Administrative Services (DAS)/State Printing Fulfillment Center located at 2088 Integrity Drive North, Columbus, Ohio 43209. Dealer Vehicle Registrations remain at the ODPS facility located at the Charles D. Shipley Building, 1970 West Broad Street, Columbus, Ohio 43218-2081.
6. When the vehicle registration forms print, a forms burster separates them.
7. A Pitney Bowes FPS12™ or current model equipment document inserting system inserts the separated vehicle registration forms and attached stickers into a standard #10 envelope of 24-pound wove bond (uncoated) paper with a clear poly or glassine window. The inserter is equipped with a camera that reads the unique sequential number on the vehicle registration form.

Both the sequence number and the recipient's address must be visible through the envelope window. If the inserting system detects missing, duplicate, or out-of-sequence numbers, the system operator is alerted and attends to the problem. The inserting system also checks the thickness of each envelope to ensure that the correct documents have been inserted. If no defects are discovered, the system seals the envelope.

8. A Pitney Bowes Model DM1000 or current model equipment imprints metered postage on the envelope.

### **1.3. Objectives.**

The State has the following objectives that it wants the Work to fulfill, and it will be the Contractor's obligation to ensure that the Work meets these objectives:

The State wishes to:

- Acquire the services of a Contractor to provide hardware, software, programming, consumables, and processing methodology to replace or update the current vehicle registration printing and mailing process;
- Acquire a system that provides increased quality assurance through improved workflow, processes, and updated technology;
- Acquire quality controlled vehicle registration forms and validation stickers;
- Reduce the need for operator intervention during the processing of vehicle registration forms and validation stickers (i.e.: the need for continual manual operator manipulation of equipment); and
- Provide the ability for an operator, prior to printing a batch of vehicle registration forms, to designate that specific registrations be printed at the end of the batch out of sequential order.

The State will accept proposals for one of two (2) options:

1. Option A will include a registration form that will be inserted in a #10 window envelope,
2. Option B will include a registration that is printed on a self-mailer form.

The State is interested in solutions that emphasize quality control and quality assurance. The quality of proposed vehicle registration forms and validations stickers must be consistent.

An offeror may submit multiple proposals; however, each must be for a single option. An offeror may submit a proposal for a solution that meets the Project requirements of Option A or Option B through an alternative methodology or process as long as the State can determine that the alternative methodology meets the technical requirements of this RFP. The Contract will be awarded to the solution that the State determines best meets its requirements for the Project.

### **1.4. Overview of the Work's Scope.**

The scope of the Work is provided in Attachment 2: Work Requirements and Special Provisions of this RFP. This section provides only a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The Contractor must be responsible for satisfying all requirements detailed in this RFP and supplemental attachments. Offerors are asked to submit responses based on their methodology and experience, but the State of Ohio requires key areas to be covered in the response. Key work responsibilities include:

The Contractor must provide a completely operational system including hardware, software, and programming for printing the Vehicle Registration forms and validation stickers.

The Contractor's responsibilities include but may not be limited to providing:

- Vehicle Registration forms;
- Validation Stickers that will be affixed to each Vehicle Registration form;
- Hardware, processing equipment, software, and programming required for successful production of the Regular and Dealer Vehicle Registration forms and stickers;

- Training;
- Testing;
- Quality Control and Quality Assurance;
- Transition Services; and
- Ongoing system support to ensure business continuity.

### 1.5. Calendar of Events.

The schedule for the RFP process and the Work is shown in the table below. The State may change this schedule at any time. 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's 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 Work 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.

Key dates pertaining to Proposal submissions and mandatory participation for qualified offerors are shown in **boldface** below:

<b>Date</b>	<b>Event</b>
<b>Firm Dates</b>	
<b>June 25, 2014</b>	Release of RFP
<b>June 25, 2014</b>	General Inquiry Period Begins
<b>July 7, 2014 at 8:00 a.m.</b>	Inquiry Period Ends (at 8:00 a.m.)
<b>July 23, 2014 at 1:00 p.m.</b>	Proposal Due Date (Technical and Cost Responses Due at 1:00 p.m)
<b>August 25-27, 2014</b>	Select offeror(s) will demonstrate their proposed solution from loading the State's data through preparing the Vehicle Registration for mailing.
<b>Estimated Dates</b>	
September 17, 2014	Contract Award – Subject to successful completion of evaluation phase
After September 17, 2014, as agreed to by ODPS and the Contractor.	Project Work Commences Per Contract Award

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.

## **2. RFP Structure**

### **2.1. Organization.**

This RFP is organized into five (5) parts and has eleven (11) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

### **2.2. Parts.**

Part 1 — Executive Summary

Part 2 — Structure of this RFP

Part 3 — General Instructions

Part 4 — Evaluation of Proposals

Part 5 — Award of the Contract

### **2.3. Attachments.**

Attachment 1 — Evaluation Criteria

Attachment 2 — Work Requirements and Special Provisions

Attachment 3 — Requirements for Proposals

Attachment 4 — General Terms and Conditions

Attachment 5 — Sample Contract

Attachment 6 — Contractor Certification Form

Attachment 7 — Offeror Profile Summary

Attachment 8 — Personnel Profile Summary

Attachment 9 — Standard Affirmation and Disclosure Form

Attachment 10 — Planned Demonstration Criteria

Attachment 11 — Cost Summary

### **2.4. Supplements.**

Supplement 1 — Service Level Requirements

Supplement 2 — ODPS Technology Supplement

Supplement 3 — Current Regular Registration (BMV4621) Front and Back

Supplement 4 — Field Widths for Regular Registration Form

Supplement 5 — Current Dealer Registration (BMV4391) Front and Back

Supplement 6 — Field Widths for Dealer Registration Form

Supplement 7 — U.S. Postal Service Mailing Standards

Supplement 8 — [Ohio Administrative Code \(OAC\) 4501-27-07](#) Specifications for Validation Stickers

Supplement 9 — Data stream file: OM916N.txt — find link on the State Procurement website

Supplement 10 — Data stream file: OM916Y.txt — find link on the State Procurement website

### 3. General Instructions

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

#### 3.1. Contacts.

The following person will represent the State during the RFP process:

Procurement Representative:

Maria L. Roberts, IT Acquisition Analyst  
Department of Administrative Services  
Office of Information Technology  
30 East Broad Street  
Columbus, Ohio 43215

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

#### 3.2. 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:

1. Access the State's Procurement Website at <http://procure.ohio.gov/> ;
2. From the Navigation Bar on the left, select "**Find It Fast**";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
5. Click the "Find It Fast" button;
6. On the document information page, click the "Submit Inquiry" button;
7. 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;
8. 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
9. Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that 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. But 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.

### **3.3. 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 any time before 5:00 p.m. on the day before Proposals are due, and it is each 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 that 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 that have Proposals under active consideration to modify their Proposals in response to the amendment.

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

### **3.4. Proposal Submittal.**

Offeror's Proposals must be submitted as two separate sections, 1) a technical response and 2) a cost summary response. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date.

The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and seven (7) copies of the technical section. The package with the cost section must also be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "ODPS Vehicle Registration Forms and Stickers Project RFP – Technical Proposal" or "ODPS Vehicle Registration Forms and Stickers Project RFP – Cost Summary," as appropriate.

Included in each sealed package (Technical Proposal and Cost Summary), 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:

Ohio Department of Administrative Services  
Office of Information Technology  
Attn: Bid Room  
4200 Surface Road  
Columbus, Ohio 43228-1313

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.

The State reserves the right to reject proposals from any offeror where the offeror or proposed subcontractor provided input, guidance or language in this RFP prior to the issuance of the RFP if the State determines that such input, guidance or language gives that vendor a competitive advantage.

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 it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants 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 offeror 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.

### **3.5. 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.

### **3.6. 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 the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

### **3.7. 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.

### **3.8. Proposal Instructions.**

Each Proposal must use the provided forms for the Technical Proposal and Cost Proposal and 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 Cost Proposal must use the Cost Summary form and be placed in a separate binder and submitted separately from the Technical Proposal. 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 including the use of the required forms.

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.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two), required sections of the Proposal Format (Attachment Three) and Terms and Conditions (Attachment Four), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection in-line using the provided Microsoft Word version of this RFP. Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, styles or shaded backgrounds, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

### **3.9. 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.**

## **4. Evaluation of Proposals**

### **4.1. Disclosure of Proposal Contents.**

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

### **4.2. 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 Work through a new RFP or other means.

### **4.3. Evaluation of Proposals.**

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.

### **4.4. 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.

### **4.5. 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.

### **4.6. Technical Evaluation.**

The State will evaluate each Proposal that 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: Evaluation Criteria and Attachment Two: Project Requirements and Special Provisions. 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 Work or the advice or evaluations of various State personnel with subject matter expertise or an interest in the Work. 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 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.

#### **4.7. Requirements.**

Attachment 1: Evaluation Criteria 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 that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment 1: Evaluation Criteria. 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. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement 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 the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

#### **4.8. 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. And 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 the State disqualifies because of excessive cost or other irregularities.

If the State finds 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.

#### **4.9. Demonstrations.**

Offerors that rank the highest in the evaluation process will be invited to demonstrate their proposed solution. Demonstrations should begin with loading the State's data and continue through preparing the Vehicle Registration for mailing. The equipment, forms, and stickers used for the demonstration must be the exact materials described in the offeror's proposal. The Contractor may not substitute other equipment, forms and stickers from those proposed without prior approval of the State. If an offeror does not present a demonstration or fails to furnish the required samples at the demonstration, the offeror's proposal may be eliminated from further consideration.

The demonstration will be conducted at an ODPS/BMV facility in Columbus, Ohio. The specific location will be announced. All costs of the demonstration are the sole responsibility of the offeror. The offeror will be given two business days (16 hours) to set up, synchronize, and prepare for the demonstration. The demonstration must not last longer than two consecutive hours within one day.

If an equipment failure occurs at any point of the demonstration, the offeror will be permitted one restart. However, the demonstration must be completed within the originally allotted 2-hour limit. If additional failures occur, the offeror's proposal may be eliminated from further consideration. The sample Vehicle Registration forms produced at the demonstration will become the property of ODPS/BMV.

The State's planned demonstration criteria are included as an Attachment to this RFP. Demonstration criteria may be tailored to reflect the offeror's proposed solution. The State will provide the final demonstration criteria when an offeror is invited to demonstrate its solution. The State normally will not rank demonstrations. Rather, the State may use the information it gathers during this process to reevaluate the technical merits of the Proposals.

#### **4.10. 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 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 it determines is not responsible or that has proposed candidates or Subcontractors to do the Work 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, past performance and conduct on contracts, the 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, 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 Work. 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 once it has evaluated the technical merits and costs of the Proposals. The State 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 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.

#### **4.11. 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 Work 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.

#### **4.12. 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 an offeror submit audited financial statements for up to the past three years, if the State is concerned 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.

#### **4.13. 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.

The offeror will advise the State of Ohio regarding possible negative repercussions of the State's requested changes or enhancements to the System. If the offeror's technical review of a change request identifies additional System issues or domino effects, the offeror will advise the State of these repercussions as soon as identified and coordinate a solution acceptable to the State.

#### **4.14. 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.

## **5. Award of the Contract**

### **5.1. Contract Award.**

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

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 offeror 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. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Contractor's failure to perform under the Contract.

### **5.2. Contract Components.**

If this RFP results in a Contract award, the Contract will consist of:

1. The one-page Contract (Attachment Five) in its final form; and
2. The ODPS Vehicle Registration Forms and Stickers Project RFP Negotiated Contract dated \_\_\_\_\_, 20<xx> which includes Attachment Four, Attachments, and the Cost Workbook dated \_\_\_\_\_, 20<xx>.

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

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

### Attachment 1: Evaluation Criteria

**Mandatory Requirements.** The table below lists the mandatory requirement(s) for this RFP. If the offeror does not maintain the credential specified or cannot demonstrate compliance with these requirements to the State, the State may reject the offeror's Proposal.

Mandatory Requirements	Reject	Accept
The offeror must have successfully completed three (3) projects, within the last five (5) years, where the offeror provided equipment, services, and sticker material in a minimum of three (3) states or jurisdictions (e.g., Canadian province) for license plate validation projects.		

If the offeror's Proposal meets all of the mandatory requirements, the offeror's Proposal will be included in the next part of the technical evaluation phase described below.

**Technical Proposal Scored Criteria.** Offeror proposals that meet the mandatory requirements will move on to be considered, reviewed and rated by the State evaluation team. In the technical evaluation phase, the State will rate the technical merits of the Proposals on a scale from 0 to 5 through a weighted (by percentage) review of the five main domains of the RFP Technical Proposal requirements shown below.

Technical Proposal Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>Offeror Criteria</b>					
The offeror must have completed or currently be involved in, a minimum of five (5) projects, within the last five (5) years, where the offeror provided self-mailer or insert forms similar to those proposed for this project.	15	0	1	3	5
The offeror must have completed or currently be involved in, a minimum of five (5) projects, within the last five (5) years, that required the offeror to supply printers and other hardware similar to that proposed for this project.	15	0	1	3	5
The offeror must have completed or currently be involved in, a minimum of five (5) projects, within the last five (5) years, that required the offeror to provide software and programming similar to that proposed for this project.	15	0	1	3	5
The offeror must provide a listing of all States or jurisdictions with the number of associated years (both previous and current) in production using the materials and processes proposed for this project.	5	0	1		
<b>Work Manager Criteria - Only 1 candidate for Work Manager may be submitted.</b>					
Candidate must have experience on a minimum of three (3) projects where the candidate was Work Manager. Referenced projects should be functionally similar to this project.	20	0	1	3	5
<b>Proposed System</b>					
Vehicle Registration Forms	20	0	1	3	5
Validation Stickers	20	0	1	3	5
Hardware	20	0	1	3	5

<b>Technical Proposal Scored Criteria</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>
Software and Programming	20	0	1	3	5
Vehicle Registration Form and Sticker Processing	20	0	1	3	5
Onsite Training	20	0	1	3	5
Vehicle Registration Form and Sticker Packaging, Delivery, and Supply Inventory	20	0	1	3	5
Quality Control and Quality Assurance	20	0	1	3	5
System Support	20	0	1	3	5
System Security	20	0	1	3	5
<b>Other Scored Criteria</b>					
Sample Vehicle Registration Forms	20	0	1	3	5
Sample Validation Stickers	20	0	1	3	5
Validation Sticker Certification	20	0	1	3	5
Staffing Plan	20	0	1	3	5
Work Plan	15	0	1	3	5
Transition Plan	15	0	1	3	5

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

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

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

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

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

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

$$\text{Cost Summary Points} = (\text{Lowest Evaluation Price} / \text{Offeror's Evaluation Price}) \times 300$$

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 2: Work Requirements and Special Provisions**

### **Part 1: Work Requirements**

This attachment describes the Work and what the Contractor must do to complete the Work, including what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule.

Proposals may be submitted for a registration form that is inserted in a #10 window envelope (Option A), or a registration form that is distributed as a self-mailer form (Option B). An offeror may submit more than one proposal, but each submission must be for only one option. Additionally, an offeror may submit only one proposal for each option. The Contract will be awarded for the option that the State determines best meets its requirements for the Project.

**In addition to this RFP, two separate dummy data stream files are published on the State Procurement website. Offerors are encouraged to download and use these files to test their proposed system. Similar files will be used during the demonstration phase of the evaluation.**

#### **General Scope of Work.**

The Ohio Department of Public Safety seeks to obtain a completely operational system including hardware, software, and programming for printing the Vehicle Registration forms and validation stickers.

#### **Proposed Project Schedule.**

The State expects the completely operational system including hardware, software, and programming for printing the Vehicle Registration forms and validation stickers to be available for use beginning January 1, 2015.

The State intends to facilitate a successful transition from the existing Contract to the new Contract and will provide support to the successful offeror by providing reasonable technical assistance, as determined by the State, needed for a successful transition and implementation.

#### **Project Staffing and Organization.**

The State will provide oversight for the Work, but the Contractor must provide overall Work 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 Work.

Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

#### **Project Management Methodology.**

The Contractor must employ, maintain, and execute a project management methodology that complies with Project Management Institute (PMI) standards or their equivalent. The Contractor must describe the project management approach and methodology to be used for all phases of the project lifecycle, including all tools, technologies, resources and other components required for successful implementation.

#### **Project Team.**

The Contractor must provide one, experienced Work Manager for the Work. The Contractor must employ the proposed Work Manager as a regular, full-time employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. The Work Manager will be responsible for ensuring that the project comes in on time, within budget and meets all requirements.

The State does not require a fulltime Work Manager for this Project and it will be acceptable for the assigned Work Manager to be dedicated less than fulltime to this Project but the State must have assurance that the project will be properly managed throughout the term of the Project.

In addition to the Work Manager, the Contractor's project team must include experienced staff who are trained to fulfill the requirements of the Work specified in the Proposal documents. The Contractor may

propose additional staff roles as needed to achieve the project goals.

The Contractor may use its personnel or Subcontractor personnel to meet the remaining work effort. If the Contractor must substitute key staff during the project, the Contractor must submit to the State, in writing, the reason for the change and provide a completed staff experience reference form and resume for the replacement personnel, in accordance with the Replacement Personnel section contained in Attachment 4. The State will either approve or reject the substitution.

### **Work Hours and Conditions.**

The Contractor's Work Manager may work on-site at the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43218-2081 or from the Contractor's offices. However, the Work Manager must be onsite at the Shipley Building for all regularly scheduled project meetings through the term of the Project. Also, the Work Manager must be available onsite at the Shipley Building within 48 hours after the State requests his or her presence. After Contract award, the State may determine that the Work Manager's attendance may be satisfied through conference calls or video conferencing.

This Project requires that all work be accomplished in a manner that provides minimal interruption to the printing of Vehicle Registration Forms and Stickers. Pre-installation activities; planning; and status meetings that involve State staff will occur during normal working hours on State property Monday through Friday, 8:00 AM to 5:00 PM.

### **Meeting Attendance and Reporting Requirements.**

Contractor staff must be available to participate in project-related meetings as scheduled by the State. The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:

1. **Immediate Reporting:** The Work Manager or a designee must immediately report any staffing changes for the Work to the Work Representative (see Attachment Four: Part Two: Replacement Personnel).
2. **Attend Status Meetings:** The Work Manager must attend status meetings with the Work Representative and other people deemed necessary to discuss Work issues. Other Contractor team members may be required to attend status meetings as request by the State. The Work 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.
3. **Status Reports:** The Contractor must provide written status reports to the Work Representative at least one full business day before each status meeting. The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
4. **Monthly Status Reports:** During the Work, the Contractor must submit a written monthly status report to the Work Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
  - Updated Work schedule;
  - The plans for activities scheduled for the next month;
  - The status of any Deliverables;
  - Time ahead or behind schedule for applicable tasks;
  - A risk analysis of actual and perceived problems; and
  - Strategic changes to the Work Plan, if any.

### **Contractor Responsibilities.**

The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

## **Contractor Deliverables.**

The Contractor must provide a completely operational system for printing the registration forms and validation stickers that will be mailed to dealers or vehicle owners, including but not limited to:

The Contractor must provide the registration form and sticker, affix the sticker to the form, print the form and sticker, and provide hardware, software and programming for integration of the ODPS Standard Data Format (SDF) host computer data file with the Contractor's system. The Contractor must maintain the furnished equipment and software that will be performing these tasks; and provide training, supplies and services required for the proposed system.

The Contractor must provide all consumable supplies, excluding #10 window envelopes, required for its solution (e.g., paper, stickers, ribbons, toner, print heads, ink, and glue). The Offeror must identify the consumables in Attachment Ten, if applicable to the proposed solution.).

The Contractor must provide a complete backup system at an ODPS/BMV-designated site to ensure continuous processing in the event of equipment failure. ODPS/BMV will designate the site based on the Contractor's solution.

**Option A (Insertion Card).** This option must include an insert registration form with an affixed validation sticker that will be mailed to vehicle owners in State-supplied #10 window envelopes. The proposed solution must process a minimum of 2,100 forms per printer, per hour.

If the offeror proposes a solution for Option A, the offeror may use the State's existing Pitney Bowes FPS12™ or the current model equipment friction-fed inserter onsite at the State facility and the State will provide # 10 window mailing envelopes. The estimated cost of the envelopes will be added to the offeror's proposed cost for evaluation purposes. An offeror that submits a proposal for an Option A solution must provide burster(s) if they are necessary to separate the forms before forms are inserted into envelopes.

If an offeror submits a proposal for Option A, the cost of 4,500,000 #10 State-provided envelopes (\$58,500.00) will be added to its proposed cost for evaluation purposes. Only #10 State-provided envelopes will be acceptable.

**Option B (Self-Mailer).** This option must include a self-mailer registration form with an affixed validation sticker. The registration form must be self-sealing and must not require an additional envelope or insertion equipment. The self-sealing mailer must be ready for postage at the end of the burster sealing production stage. The proposed solution must process a minimum of 2,100 forms per printer, per hour. This includes all equipment needed for bursting, trimming, perforating, folding, and sealing the form into the self-mailer document.

If the offeror submits a proposal for Option B, the offeror must provide the burster, folder, and sealing equipment compatible with its proposed form.

No bursters or inserters are required for processing Dealer Registrations at the Shipley Building. The Contractor will be responsible only for any software and printers required for Dealer Registrations. After Dealer Registrations are printed, State staff is responsible for further processing and mailing.

## **General System and Equipment Requirements.**

Fixed and variable information required on the Regular Vehicle Registration form is provided in Supplements Three and Four. Fixed and variable information required on the Dealer Vehicle Registration form is provided in Supplements Five and Six.

During the term of the Contract, the State may change the information printed on the Vehicle Registration forms and Validation Sticker.

### **A. Vehicle Registration Forms:**

1. One form, containing all information found on the current BMV4621, will be required for Regular Vehicle Registration forms (Supplement 3).

2. One form, containing all information found on the current BMV4391, will be required for Dealer Vehicle Registration forms (Supplement 5).
3. Regular Vehicle and Dealer Vehicle Registration forms must be identical in design and construction and only differ in the data printed on the forms and on the affixed validation stickers.
4. ODPS/BMV staff will be responsible for printing and processing the Vehicle Registration forms and validation stickers.
5. Forms must not stick together during the printing, handling, and distribution process or cause deposits on printer parts.
6. A temperature strip must be placed on all four (4) sides of each wrapped shipment. The temperature strip must be randomly placed on one (1) box of each side facing.
7. After storage for up to six (6) months at temperatures between 60° and 80° Fahrenheit, forms must tolerate printing and document processing procedures without problems.
8. Vehicle Registration data includes but is not limited to:
  - a. Expiration month;
  - b. Expiration year;
  - c. Plate category; and
  - d. County of vehicle registration;
  - e. Vehicle type.
9. Application Numbering:
  - a. The State generates a txt file containing unique alphanumeric Vehicle Registration form application identification numbers.
  - b. The application identification numbers are sent via a secure FTP to the Contractor's system.
  - c. The application identification numbers must be printed on the registration form at the time the forms and stickers are printed for issuance.
  - d. The application identification numbers may not be preprinted on the Vehicle Registration forms.
10. Batch Application Numbering:
  - a. The secure FTP data file includes a sequential number for the entire batch (i.e., if there are 2,100 records in a batch, each record will be sequentially numbered 1 through 2,100).
  - b. The Contractor's system must generate a separate sequential number that tracks different expiration years processed within the same batch.
    - Each registration within the batch must be assigned a sequential number to track different expiration years processed within the that batch (i.e., in the previous example of a batch of 2,100, if 2,000 registrations are for 2015 and 1,000 registrations are for 2016 registrations for 2015 would be numbered 1 through 2,000 and 2016 registrations would be numbered 1 through 1,000).
    - These sequential numbers require specific placement on the Vehicle Registration form.
11. Legibility and Durability:
  - a. Font size must be ten (10) points, or larger and conform to U.S. Postal Service regulations for Optical Character Recognition (OCR) fonts in the address block;

- A combination of upper and lower case characters will require a 12-point font to ensure that lower case letters can be scanned,
- b. Information must be legible to be easily read by law enforcement personnel.
- c. All printing must be in black ink.
- d. Printed information must remain legible for a minimum of five (5) years or more of normal use (i.e., carrying the folded card in a wallet or a vehicle glove compartment).
- e. During the term of the Contract the State will allow different vehicle types, such as commercial and non-commercial trailers, to have multi-year registrations of up to seven (7) years.

12. Perforations:

- a. The Contractor's proposed Vehicle Registration form must have perforation on a continuous sheet for bursting into individual forms for mailing.
- b. If the Contractor's proposed Vehicle Registration form is a self-mailer, when folded, sealed, and ready for mailing the form must include:
  - Perforated tear-off strips for opening the forms.
  - A perforation for detachment of the registration card.
- c. Vehicle Registration forms that become detached before printing will be considered defective and must be replaced by the Contractor at no additional cost to the State.
- d. Perforation depth must be consistent to prevent problems during the bursting process.

13. Bar Codes:

- a. Vehicle Registration forms must provide space for a bar code and for the data stream that must be printed above the mailing address;
  - The forms may include but not be limited to, 3 of 9 (Code 39), Optical Mark Recognition (OMR) codes, and Optical Character Recognition (OCR) codes.
- b. The Contractor must use bar codes and labels that identify the batch and production dates of the forms on the exterior of each carton and pallet of forms;
  - These bar codes will be used for inventory purposes and to identify batches that may be defective.
- c. The State is considering the use of a 2-dimensional bar code. The Contractor must be prepared to support.

**B. Validation Stickers:**

1. The Contractor must provide one validation sticker for each registration form and tip the sticker to the form.
2. The sticker may be pre-tipped on the form or tipped to the form inline when the form is printed.
3. Inline tipping of validation stickers will be acceptable if;
  - a. A one-pass uninterrupted operation is accomplished.
  - b. Multiple expiration years can be printed without manual intervention.
  - c. It allows for changing rolls of validation stickers or stacked Vehicle Registration forms.
4. Validation stickers must be affixed to the Vehicle Registration forms before printing.
5. Sticker design and dimensions must;
  - a. Be 1" in height and 1½" in width.

- b. Have rounded corners.
6. Sticker Material must;
- a. Be made of retro-reflective sheeting material as required by the Ohio Administrative Code 4501-27-07, <http://codes.ohio.gov/oac/4501-27-07>, which is a Supplement to this RFP.
  - b. The sticker material must be weather-resistant reflective sheeting having a smooth, flat outer surface consisting of lens elements enclosed within transparent plastic. The Offeror is responsible for both sticker durability and print durability. The retro-reflective sheeting for the validation expiration sticker must be robust with respect to the solvents discussed under Validation Sticker Durability Requirements that follow.
7. Sticker adhesive and protective backing sheet:
- a. Stickers must have pressure sensitive adhesive on the back.
  - b. The pressure sensitive adhesive must be protected by a backing sheet.
  - c. The protective backing sheet must be able to be peeled from the sticker without the use of water or other solvents.
  - d. When the protective backing sheet is peeled from the sticker, the sticker and adhesive must remain intact.
8. Positioning of Stickers:
- a. The sticker must be positioned accurately and consistently on each Vehicle Registration form.
  - b. Variable information printed on the sticker must be positioned properly and remain within the design area.
  - c. Sticker position must not cause misalignment of printed information on the Vehicle Registration.
  - d. Stickers must not come in contact any friction components of the processing equipment.
9. Affixed stickers must not have rough or unglued edges that catch or jam processing equipment.
10. Sticker background colors:
- a. Stickers must have a different background color for each registration expiration year.
  - b. Required background colors are shown in the table below with the corresponding Pantone Matching System (PMS) number.
  - c. The background color must exactly match to the PMS color to be uniform in appearance with:
    - Stickers of the same year that are manufactured by Ohio Penal Industries (OPI).
    - The print on demand system for issuance by Deputy Registrars (DR).

Sticker Expiration Year	Transparent Color	VP Number	PMS Number
2014	Yellow Green	5565	335C
2015	Magenta	5568	521C
2016	White	5560	N/A
2017	Yellow	5561	109C
2018	Yellow Green	5565	335C
2019	Magenta	5568	521C

Sticker Expiration Year	Transparent Color	VP Number	PMS Number
2020	White	5560	N/A
2021	Yellow	5561	109C

11. Sticker printing:

- a. All printing on the stickers must be black.
  - Must be able to print standard and inverse.
- b. No information shall be pre-printed on the validation expiration sticker.
- c. Variable sticker information:
  - Will be provided in the secure FTP sent to the Contractor's system.
  - Must be printed at the same time as the variable information for the Vehicle Registration form.
- d. Variable information on the stickers includes:
  - Registration expiration month and year code.
  - Numbers one (1) through twelve (12) to designate the registration expiration month.
  - A serial number of up to nine (9) alpha-numeric characters printed at the bottom of the sticker:
    - For Regular Vehicle Registration stickers, the vehicle license plate number will serve as the serial number.
    - For Dealer Vehicle Registration stickers, up to nine (9) alphanumeric characters will serve as the serial number.
- e. To facilitate visual inspection of validation stickers, the expiration month and year code digits or the word 'VOID' (for duplicate Regular Vehicle Registrations or Dealer Vehicle Registrations) must:
  - Print in the center of the stickers.
  - Not be less than 1/2" height and 3/32" in stroke.

12. Sticker material and print durability:

- a. Stickers must meet the requirements of the OAC section 4501-27-07 located at <http://codes.ohio.gov/oac/4501-27-07> which is Supplement 8 of this RFP and is subject to changes based on legislation:
  - The Contractor must warrant that the retro-reflective materials and adhesion of the stickers will last a minimum of five (5) years or more from the date the sticker is issued by the BMV.
  - The Contractor must warrant that printing on the sticker will have a minimum of five (5) years' service or more life with solvent exposure, from date the sticker is issued by the BMV.
  - Sticker adhesion must be warranted to remain durable and last a minimum of five (5) years under normal road conditions. During that five (5) or more year period, the sticker must not:
    - Crack.
    - Become brittle, flaky, discolored.
    - Acquire a powdery surface.
- b. When stickers are applied to the vehicle license plate:
  - A minimum of five (5) stickers should be able to be applied on top of each other.

- Under normal service use, stickers must adhere to the surface of the license plate, for a minimum of five (5) years without:
  - Fading.
  - Disintegrating.
  - Detaching from the license plate or a previous sticker to which it has been affixed.
- c. After a sticker has been applied to a license plate, it must not be able to be removed intact.
- d. Stickers applied correctly must not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents encountered in cleaning and washing service.
- e. Printing on the sticker must have a five (5) year service life if exposed to the following solvents:
  - Type Wash R41 cleaning solvent.
  - Thinner 185.
  - Water.
  - Windex™.
  - Ethanol.
  - Brake Fluid.
  - Gasoline.
  - Fuel Oil.
  - Diesel Fuel.
  - Lava™ soap.

**C. Hardware:**

1. The Contractor must provide all new equipment for bursting and printing (equipment used for the backup system may be previously used but must be inspected and certified and warranted to ensure that it operates as new).
2. The Contractor will retain ownership and maintenance responsibility for all equipment provided through the Contract resulting from this RFP.
3. The Contractor must provide cables, connectors, terminals, and any other hardware required for successful operation of the proposed system. The State will install this equipment.
4. The Contractor will retain ownership and responsibility for maintenance of all equipment provided through the Contract resulting from this RFP.
5. The proposals shall include an identification of all power requirements needed to operate the proposed system. The system, including all associated electrical equipment, must be designed and built in such a manner that a voltage fluctuation with a low of 90 and a high of 130 volts Alternating Current (AC) must not affect the performance of equipment designed to operate on regular 110 volts/60 AC. All electrical equipment must be equipped with a grounded plug and meet Underwriter Laboratory (UL) Standards (<http://www.ul.com/global/eng/pages/>) and designed so that a surge protection unit provided by the Offeror will compensate for voltage fluctuations.
6. All electrical equipment must be designed and built so that a voltage fluctuation with a low of 90 and a high of 130 volts AC does not affect the performance of any equipment designed to operate on regular 110-volt/60-cycle AC.
7. All electrical equipment must be equipped with a grounded plug and meet Underwriter Laboratory Standards.
8. All electrical equipment must have a surge protection unit that will compensate for any voltage fluctuations.
9. Printer Requirements:

- a. The Contractor must provide a sufficient number of thermal transfer printers to maintain production of a minimum of 2,100 forms per hour.
- b. The forms output from the printers must be stacked neatly.
- c. Only one operator must be needed to maintain the printing operation.
- d. The feed and output mechanism of the printer must accommodate lopsided stacked forms due to any variation in the thickness.
- e. The printer must not damage the validation sticker or cause validation sticker adhesive to exude from the sticker.
- f. The printing system must print 3 of 9 (Code 39), Optical Mark Recognition (OMR) codes and Optical Character Recognition (OCR) codes on the forms.

**D. Software and Programming:**

1. The system must maintain the sequential order of the Vehicle Registration data stream from the Contractor's server regardless of distribution of data between five (5) or more printers simultaneously.
2. The Contractor must ensure integration of the Vehicle Registration FTP data from the State's host computer to the Contractor's printing system.
3. Vehicle Registration form data must be held in separate folders for a minimum of forty-five (45) days on the Contractor's system. After forty-five (45) days, the data file must be easily deleted and an electronic record log/audit generated to document the deletion provided upon request.

**E. Vehicle Registration Form and Sticker Processing:**

1. Requires a single operator to control the process.
2. Maintains sufficient bin volumes and roll quantities of Vehicle Registration Forms and validation stickers as ready stock.
3. Provides ability to redirect print jobs to other selected printers.
4. Provides a simple procedure for loading Vehicle Registration forms and validation stickers.
5. Allows on-demand printing.
6. ODPS/BMV staff will be responsible for printing and processing the Vehicle Registration forms and validation stickers.

**F. Training:**

1. The Contractor must conduct on-site, hands-on training sessions for designated ODPS/BMV staff.
2. Training must cover all functions of the new system.
3. To minimize the impact of training on ODPS/BMV operations, training may be conducted in several sessions.
4. All training must be conducted Monday through Friday, to accommodate employees working multiple shifts.
5. Training will be held in Columbus at location(s) that will be determined after Contract award.
6. The State must approve the final training schedule.
7. All training must be completed prior to initiating acceptance testing.
8. The Contractor must supply reference manuals as follows:
  - a. Applicable hard copies with sections separated.
  - b. Two (2) copies in electronic format.

- c. Manuals must be written in simple language at a 4<sup>th</sup> grade level.
- d. Manuals must include pictures or drawings wherever possible for ease of locating and identifying of component parts.

**G. Vehicle Registration Form and Validation Sticker Packaging, Delivery, and Inventory:**

1. The Contractor must package the forms in a manner that minimizes warping, twisting, and curling.
2. The forms must be packed in consistent quantities and in the following manner:
  - a. Cartons:
    - Each carton must be labeled on the outside to indicate:
      - Quantity of Vehicle Registration forms.
      - ODPS/BMV Vehicle Registration form number.
      - Revision date.
      - Validation sticker expiration year and color.
      - Manufacture date.
      - “THIS SIDE UP” and “FRAGILE” must be printed on the top surface.
      - Any other information required after Contract award.
    - After Contract award, the State will provide the Contractor with a template for the label format.
    - The Contractor must affix a temperature strip, or other temperature indicator, to the exterior of each carton. The temperature strip must indicate the highest temperature to which the carton is exposed during transit to ODPS storage.
    - The Contractor must not combine form numbers or expiration years within a carton.
    - Current cartons are approximately 9” wide by 11” long by 10” high.
    - Cartons must be delivered with the designated side UP and securely fastened to four-way style pallets.
  - b. Pallets:
    - The four-way style pallets must be 48” wide by 40” long,
    - Cartons must be secured to the pallet with shrink-wrap or stretch film,
    - Pallets must be loaded so that all carton labels are visible from the same end,
    - Pallets must be sufficiently sturdy and maintain the pallet load for a period of at least 1 year,
    - Each pallet must have a label that details:
      - Item,
      - Expiration year,
      - Quantity,
      - Manufacture date(s), and
      - Any other information required after Contract award.
    - After Contract award, the State will provide the Contractor with template for the label format.

- Pallets loaded with Vehicle Registration forms must not be stacked at any time.
  - Cartons are to be peeled from the skid by layer (as opposed to vertical stack.).
  - The Contractor must not combine form numbers or expiration years within a pallet.
  - Maximum height of a loaded pallet must not exceed 62”.
- c. Delivery:
- Vehicle Registration forms and other supplies must be delivered in climate controlled vehicles to the ODPS Alum Creek Facility, 1583 Alum Creek Drive, Columbus, Ohio, 43209.
  - If the internal temperature of the delivery vehicle exceeds the finished form or sticker storage requirements, the Contractor must replace the forms.
  - The Contractor will not ship registration forms/stickers during three-day holiday weekends unless requested by the ODPS.
- d. Inventory:
- ODPS will maintain a 90-day supply of registration forms and stickers.
  - The Contractor must work with the ODPS to ensure the inventory of registration forms and stickers are adequately stocked depending on demand.
  - Orders for Vehicle Registration forms must be shipped within 7-business days after receipt of order.
  - The Contractor may maintain an additional 45-day supply of forms and stickers.

**H. Quality Control and Quality Assurance:**

1. The Contractor must identify, prevent, and ensure that they continuously provide non-defective services and materials.
2. The Contractor’s quality control methodology must ensure that the work fulfills the requirements of this RFP.
3. The Contractor must ensure that appropriate quality control measures are being taken when registration forms and stickers are manufactured, packaged, and shipped.

**I. System Support:**

1. Throughout the term of the Contract, the Contractor must provide technical support and maintenance of the system.
2. The Contractor will not be responsible for problems outside their provided system.
3. The Contractor must assist the State to resolve problems related to their system and respond to technical questions regarding their system.
4. The Contractor must assist in identifying any problems which could interfere with system operation.
5. The Contractor must:
  - a. Provide a toll free telephone number for State personnel to use for:
    - Technical and non-technical questions.
    - Problem solving and resolution.
    - Quality issues.
    - Maintenance support.

- Ordering printer consumables.
  - Ordering Vehicle Registration forms and validation stickers.
- b. Provide live technical support during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., Columbus, Ohio local time, excluding State holidays).
    - Ensure that during times periods, other than normal business hours, State personnel have the ability to leave a detailed message regarding support issues (e.g. via voicemail or e-mail) for Contractor response the next business day.
  - c. Respond to requests for technical support within 30 minutes.
  - d. Ensure that a technician must be on-site within 4 hours and the problem must be resolved within 24 hours.
  - e. The Contractor must provide a complete backup system to ensure that if a Contractor-provided printer or server fails, production will not be affected.
  - f. Provide technical staff during the first 10 days that the system is in production. This staff must:
    - Work on-site at ODPS/BMV.
    - Assist ODPS/BMV personnel with technical questions and problems.
    - Work under the direction and supervision of the State Project Manager.

**J. System Security:**

1. Compliance with State of Ohio IT Policies:
  - a. The Contractor shall comply with all State IT policies located at <http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies.aspx>. These policies include:
    - Acquisition and Use of Computer and Telecommunications Products and Services
    - Software Licensing
    - Security
    - IT Project Lifecycle
    - IT Asset Management
    - Internet/Intranet
    - Telecommunication

**K. State Responsibilities:**

1. The State will provide all software and programming required for the State's system and for the registration database FTP. The State will not change insertion equipment or host programs other than to align with Contractor's proposed document processing system.
2. State Acceptance of Vehicle Registration Proofs:
  - a. Within 14 calendar days after Contract award, the Contractor must submit proofs of the Vehicle Registration forms to the Department of Public Safety, Purchasing, 1970 West Broad Street, Columbus OH. 43223, Attn: Jeffrey S. Shadburn, Chief.
  - b. The State will review and approve the forms layout and design.
  - c. Within 14 calendar days after the State has approved the Vehicle Registration forms, the Contractor must submit no less than 2,100 forms, to the same address.
  - d. These forms, with affixed stickers will be tested in the production environment.

- e. Forms may be subject to further changes based on the results of this test.
- f. No production quantities will be run until the forms with affixed stickers test satisfactorily.

**OPTION A (INSERT REGISTRATION FORM) SPECIFIC REQUIREMENTS**

For Option A, the State will provide a Pitney Bowes FPS12™ or current model equipment, friction fed inserter, to insert the Vehicle Registration forms into State-provided envelopes. The Contractor must supply any bursters required to separate the forms before they are inserted into the envelopes. The Contractor must also supply the inserter if the Contractor's solution is not compatible with the State's Pitney Bowes equipment.

The Contractor's solution must minimize card 'curl' and prevent the form from twisting and warping. If card 'curl,' twisting, or warping occur during the form insertion process, the Contractor must immediately replace the registration stock at no additional cost to the State. Sufficient Vehicle Registration form stock must be provided to ensure that the State maintains a 90-day supply.

- A. Option A Form Design. In addition to meeting all standard Vehicle Registration form requirements above, the proposed form design must:
  - 1. Be a single-part form with an affixed, detachable validation sticker,
  - 2. Fit in a standard #10 window envelope.
  - 3. Ensure that the recipient's name and address and Contractor-printed sequential batch number remain visible in the envelope window.
  - 4. Ensure that other information printed on the forms cannot be easily read through the envelope.
  - 5. Include the following additional detachable sections:
    - a. Stub with detachable validation sticker.
    - b. The Vehicle Registration card with all vehicle and owner information.
    - c. Supplemental information such as fees, taxes, control number, code entries, old plate number, old application number, and special plate information for owners to retain for their records.
  - 6. Standard form information that describes how the owner must display stickers and the list of vehicle registration codes may be preprinted on the back of the form.
  - 7. If the standard information is preprinted on the back of the form:
    - a. The portion of the form with the affixed sticker must direct the vehicle owner to view the back of the card for information regarding display of the form on the license plate.
    - b. The State should be provided with no more than a 45-day supply to allow for changes to the information.
  - 8. If the BMV wishes to change any pre-printed information, the State will give the Contractor 45-day notice of the change.
  - 9. Form design may indicate:
    - a. That the sticker can be detached at perforations.
    - b. Cut marks for removal with scissors.
  - 10. Instructions for sticker detachment must be printed on the sticker portion of the form.
- B. Insert Form Material, Color, and Size. If the Contractor's solution uses the Pitney Bowes FPS12™ or current model equipment inserter the material must adhere to the following proportions:
  - 1. Thickness:
    - a. Minimum - 0.004" (.01 mm).

- b. Maximum - 8 mm.
- 2. Height:
  - a. Minimum - 3 7/8".
  - b. Maximum 4".
- 3. Width:
  - a. Minimum 8-3/8".
  - b. Maximum 8-3/4".
- 4. Color: The form must be white.

**OPTION B (SELF-MAILER REGISTRATION FORM) SPECIFIC REQUIREMENTS.**

The offeror may propose a new form layout subject to approval by the State. Form design must be the same for both the Regular Registration and Dealer Registration forms and meet all U.S. Postal Service Requirements. Sufficient form stock must be provided to ensure that the State maintains a 90-day supply.

**If Option B is awarded, it may not be available for Dealer Registrations at the time of Contract implementation. The State may implement this option in the Contract at a later date.**

Postage will be metered by an ODPS/BMV Pitney Bowes DM1000 or current model equipment postage meter.

**A. Self-Mailer Form Design:**

1. In addition to meeting all standard Vehicle Registration form requirements above, the proposed form may:
  - a. Fold horizontally or vertically for sealing and mailing.
  - b. Include a window where the owner's name and address will appear.
  - c. May print the owner's name and address on the outside of the form.
  - d. Include ODPS/BMV return address information preprinted on the form.
2. The registration portion of the form must be easily detached from the mailer.
3. Sealed forms must include an area no less than 1 1/2" from the top right corner of the front of the form to accommodate postage metering.
4. The bottom of the forms must have sufficient space for printing post office bar codes.
5. Printed instructions for opening the forms must not interfere with optical scanning of mailing information.
6. Information printed on the forms must not be easily read through the envelope.
7. All information printed from the printing solution must be in black.
8. The return address and standard instructions may be preprinted on the form or printed when the variable information is printed.
9. The Vehicle Registration portion of the form must not include any pre-printed information in the vehicle registration part of the card.
10. Fixed information (i.e., headings and boxes) must be printed from the printing solution at the same time the variable information is printed. The Contractor may preprint the return address and general instructions on the forms or use a blank form and print all the information at the same time the forms and stickers are printed.
11. Forms with missing stickers must be identifiable.

**B. Form Sealing:**

1. Glue strips must lay flat and keep the forms sealed during handling and mailing.
2. If heat sealer equipment is required:
  - a. The equipment must not damage the sticker or cause the sticker adhesive to exude.
  - b. The equipment must be supplied by the offeror.
  - c. The heat sealing process must not:
    - Prevent stickers from being peeled from forms.
    - Cause the stickers and forms to stick together.

**C. Form Material and Color:**

1. The inside of the forms must be white.
2. Heading may be shaded with light blue or gray to decrease the visibility of the vehicle owner's personal data.
3. The form must meet all U.S. Postal Service requirements as described in the Supplement to this RFP.

**Transition Period.**

If this Contract is not renewed at the end of a term, is terminated prior to the completion of a term, or if a subsequent Contract is awarded to another Contractor, transition activities, led by the Contractor, will begin. During the transition period, the Contractor must participate in transition activities to allow services provided under this Contract to continue without interruption or adverse effect and to facilitate the orderly transfer of services to the State or to a subsequent Contractor.

**Optional.**

During the term of this Contract, the State may wish to add printing and supplying of County Number stickers. County Number stickers conform to the same specifications as the Validation stickers and would be printed with the County Number of the vehicle owner. Two of these stickers, one for each license plate, would be required for each registration where it is determined necessary. Currently, there are approximately 35,000 vehicles each year that need these stickers resulting in approximately 70,000 stickers produced.

**Performance Testing.**

A performance test will be done.

The Contractor must supply a printer for the ODPS/OBMV to perform initial testing on registrations and stickers printing from previous day data. The initial testing will address the following:

- Printing on form:
  - Does not smear,
  - Is legible,
  - Printing in appropriate fields.
- Validation Sticker:
  - Sticker is applied correctly,
  - Ability to demonstrate inverse printing,
  - No smearing,
  - Is legible.
- Data capture:
  - Easily retrievable for updates,
  - Ability to make corrections.
- Equipment Minimum:
  - Capability to run 2,100 forms per printer
  - Inverse printing runtimes of three (3) hours

## **Part 2: 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. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. 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.

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.

### **Special Maintenance Standards.**

The Vehicle Registration printing system must not have downtime longer than 24 consecutive hours Monday through Friday, due to failure of the Contractor's equipment. If a lengthy failure occurs, the Contractor must provide staff to complete any backlogged work.

If a failure of the Contractor's equipment or software results in more than two downtime periods exceeding 6 consecutive hours each within 5 consecutive business days, the equipment must be replaced with new equipment at no cost to the State.

### **Contractor's Fee Structure.**

The Contractor will submit a monthly invoice for Vehicle Registration forms printed during the previous month at the proposed cost per Vehicle Registration form as identified on the Cost Summary Form.

### **Reimbursable Expenses.**

None. All expenses must be included in the project cost summary.

### **Bill to Address.**

Upon completion of the defined events or acceptance of deliverables, the Contractor may submit an invoice according to the payment schedule identified in the Contractor's Fee Structure. The Contractor must submit invoices to the address shown below:

The Ohio Department of Public Safety  
ATTN: BMV Fiscal  
P.O. Box 16520  
Columbus, Ohio 43216-6520

### **Location of Data.**

1970 W. Broad Street  
Columbus, Ohio 43223

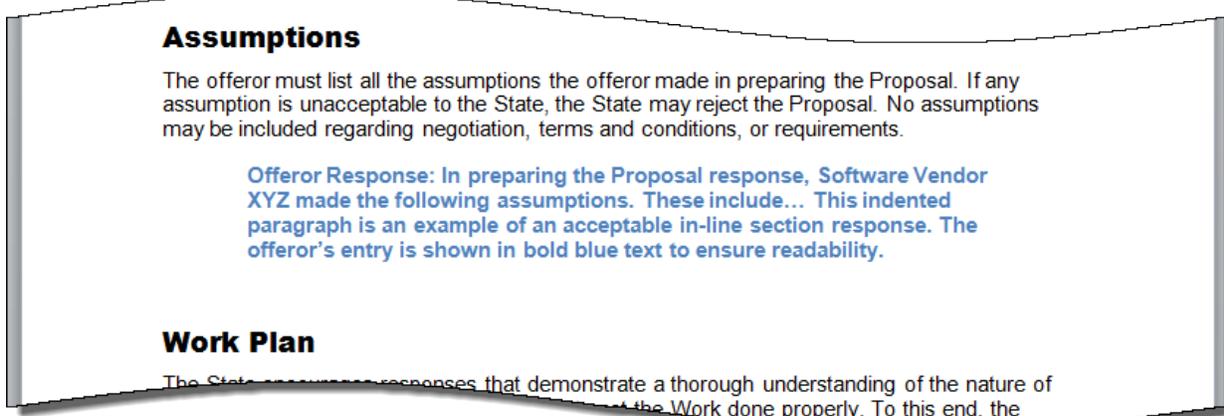
## Attachment 3: Requirements for Proposals

### Proposal Format.

Each Proposal must include sufficient data to allow the State to assess the best value technical, implementation, performance, maintenance and operations, and hosting services and to verify the total cost for the Work and all of the Contractor's claims of meeting the RFP's requirements. The offeror's Proposal submission must be submitted using the RFP in-line response, templates and attachments described below. The State may reject offeror Proposals that do not comply with the mandatory requirement to provide in-line responses and do not include the identified templates and attachments.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an in-line response to the RFP. An identifiable tab sheet must precede each section of the 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.

Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. The figure below is a sample formatting for an acceptable in-line section response. It shows an example of the required format for responding to the RFP requirements.



To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use **typfaces**, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offeror's response and readily distinguishable from the baseline RFP. Any alteration to the State-provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment 2) and required sections of the Proposal format (Attachment 3), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Each Proposal must include each component listed in the following table as a separate **tabbed section in the in-line response**. Additionally, offerors must include the entire content of Attachment 4: General Terms and Conditions as a single section in their proposal. **Contractors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment 4.

Each Proposal must respond to every request for information in this attachment and Attachment Two, whether the request requires a simple "Yes" or "No" or requires a detailed explanation. Simply repeating an RFP requirement and agreeing to comply may be an unacceptable response and may cause the

Proposal to be rejected.

Item	Proposal Component Description
1	Cover Letter and Executive Summary
2	Vendor Information Form (OBM-5657)
3	Subcontractor Letters
4	Contractor Certification Form
5	Offeror Description
6	Offeror Profile Summary Form
7	Key Staff/Personnel Profile Form
8	Proposed System Solution
9	System Configuration
10	Validation Sticker
11	Sample Vehicle Registration Forms and Validation Sticker
12	Validation Sticker Certification
13	Validation Sticker Security Features
14	Equipment and System Elements
15	Staffing Plan
16	Assumptions
17	Work Plan
18	Transition Plan
19	Support Requirements
20	Commercial Materials
21	Warranty for Commercial Materials
22	Remedies
23	Proof of Insurance
24	Payment Address
25	Legal Notice Address
26	W-9 Taxpayer ID Number and Certification Form
27	Standard Affirmation and Disclosure Form (EO 2011-12K)
28	Attachment 4: General Terms and Conditions Acceptance
29	Cost Summary ( <b>Cost must be a separate sealed package</b> )

**Cover Letter and Executive Summary.**

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

- a. A statement regarding the offeror’s legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles; and
- c. The name, address, e-mail, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.
- d. A statement certifying the Contractor is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.

### **Vendor Information Form.**

The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each Subcontractor the Contractor plans to use under the Contract. The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

### **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.

### **Contractor Certification Form.**

The offeror must complete Attachment 6: Contractor Certification Form.

### **Offeror Description.**

In addition to meeting the mandatory requirement(s) for offeror submitting proposals, the State expects offerors with high levels of relevant experience. 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.

The offeror may not use the experience or qualifications of a Subcontractor to meet any of the mandatory qualifications or specific offeror experience required by the RFP. These must be fulfilled exclusively through the qualifications and experience of the offeror. If the offeror seeks to meet any of the other qualifications and experience through a Subcontractor, the offeror must identify the Subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment 7 to this RFP, for each reference.

### **Offeror Profile Summary Form.**

Attachment 7 of this RFP is an Offeror Profile Summary Form. The offeror must use this form and fill it out completely to provide the required information.

Each offeror must meet all of 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 Form are described below.

### **Mandatory Experience and Qualifications.**

The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirement(s). (Refer to Attachment 7: Offeror Profile Summary). 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.

- **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which 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 Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Demonstrated Experience and Qualifications.** The offeror must describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.

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

#### **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 under Mandatory Experience and Qualifications above.

**THE CONTRACTOR 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 CONTRACTOR. If the offeror seeks to meet any of the other qualifications and experience through a Subcontractor, the offeror must identify the Subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP, for each reference.**

#### **Key Staff/Personnel Profile Summary Form.**

The offeror must provide a narrative of the offeror's Staff Experience that includes staff roles and responsibilities; a summary of staff skill sets; total years of staff experience in the proposed roles; staff qualifications; and staff resumes.

This section of the offeror's Proposal must specifically identify all of the required key staff who will provide services as part of the resulting Contract. The State expects that the proposed Work Manager and other key team members will be available as proposed to work on the project. The offeror must provide a detailed narrative highlighting why all of the proposed key team members possess the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project.

Offerors must complete Attachment Eight.

Resumes must be provided for the proposed Work Manager and all key team members and may be included as part of an attachment to the offeror's Proposal. Resumes are not required to be embedded within this section of the proposal. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume of the proposed key team members must include:

1. The person's name;
2. The proposed role on this Project;
3. Listings of completed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed must include at a

minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project;

4. Education;
5. Professional licenses, certifications, and memberships; and
6. Employment history.

The State recognizes that additional staff beyond the proposed Work Manager will be assigned to work on the project. For these resources, the offeror must provide a narrative description of typical qualifications, training, education and experience of the caliber of resources that will be assigned for each classification/title expected to be used on the Project. Resumes must be submitted in addition to the requested narrative information.

**Proposed System Solution.** The offeror must describe in detail how its proposed solution meets the functional and technical 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 for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

In this section of the Proposal, the offeror must describe how its proposed system meets the RFP requirements for:

1. Vehicle Registration Forms: The offeror's proposal must meet all general requirements for Vehicle Registration forms and any requirements specific to Option A or Option B as appropriate to the offeror's solution;
2. Validation Stickers: The offeror's proposal must meet all general requirements for Validation Stickers and any requirements specific to Option A or Option B as appropriate to the offeror's solution;
3. Hardware;
4. Software and Programming;
5. Vehicle Registration Form and Sticker Processing;
6. Onsite Training;
7. Vehicle Registration Form and Validation Sticker Packaging, Delivery, and Inventory: In addition to the requirements in Attachment Two, the offeror must describe how the Vehicle Registration forms will be packaged (i.e., cut card/sheet, rolls, fan folded, etc.);
8. Quality Control and Quality Assurance;
9. System Support: In addition to the support and maintenance requirements in Attachment Two, the offeror must provide a business continuity plan that ensures continuity of operations; and
10. System Security.

Offerors must describe in their proposals how their proposed equipment would manage multi-year registrations. The State may implement multi-year registrations of up to five (5) or more years in the future. Offerors must also address the scalability of their system for printing multi-year registrations.

**System Configuration.** A schematic drawing of the proposed configuration required to support the System must be provided including the equipment being proposed.

The Offeror must:

- a. Provide published technical documentation for all hardware proposed;
- b. Provide technical system architecture drawing and associated application services documentation;
- c. Provide photographs or pictures in published technical documents of the proposed Systems;
- d. Describe physical security means to provide for the System's security features; and
- e. Describe the operating environment and any special equipment requirements (i.e. power (voltage and amperage), temperature, humidity, and any other environmentals).
- f. Include the following life cycle information with each hardware and software product recommended in the response to the RFP:
  - Introduction date (date product was announced);
  - First installation date (date product was first installed at customer site);
  - Date of last support (date manufacturer will discontinue support);

**Validation Sticker** The Offeror must provide in their proposal, details of the manufacturer, sticker material, brand, name, number and manufacturer's warranty, as applicable. The Offeror is required to certify on company letterhead, signed by their authorized representative or their validation sticker materials source that the stickers meet the requirements as set forth in Attachment Two, 'Design, Dimension and Testing of Validation Stickers.'

The Offeror must describe in their proposal any special sticker material or coating to be used in printing information on the sticker. Also, the clear coat or protected process used for the sticker must be described in the proposal. Form material thickness, coating (as applicable), form material as received (rolls, cut card etc.), and color proposed must be described in the proposal.

**Sample Vehicle Registration Forms and Validation Sticker.** The offeror must provide a sample of its proposed Vehicle Registration Forms with an affixed validation sticker. The forms must demonstrate the proposed:

1. Design,
2. Construction,
3. Color,
4. Shading,
5. Dimensions,
6. Printing, and
7. Detachment sections and strips.

Printing on the samples must demonstrate both fixed and variable information as described in the Scope of Work and provided through the dummy data stream.

If a self-mailer form is proposed, and if a window is used in the form design, the sample must show the window size and location on the form, form sealing areas, and form opening instructions. If a self-mailer, the offerors must describe in their proposal how forms with missing stickers can be identified.

Sample forms and stickers must be the exact forms and sticker that the offeror proposes for the Project. Forms and stickers must be printed using the exact equipment proposed for the Project.

**Validation Sticker Certification.** The offeror must include manufacturer's documentation and testing data from an independent certified laboratory that demonstrates that the offerors proposed sticker meets or exceeds the RFP requirements for the durability. At a minimum, the certification must show that the stickers have passed the following:

1. **Toner Adhesion Testing.** The purpose of the test is to determine that an imprint remains and does not smear when:
  - a) A rip of Scotch™ brand cellophane tape Number 600 ¾" wide, applied to a properly cured area, is removed in one quick motion;
  - b) The printed area is rubbed with bare finger pressure;
  - c) The printed area is rubbed with a normal pencil/typewriter eraser;
  - d) The following solvents are applied to the surface and the surface is scrubbed as described below:
    - Type Wash R41 cleaning solvent;
    - Thinner 185;
    - Water;
    - Windex™;
    - Ethanol;
    - Brake Fluid;
    - Gasoline;
    - Fuel Oil;
    - Diesel Fuel; and
    - Lava™ soap.
2. **Scrub Procedure.** A wet "Q-tip" type cotton swab (mounted on the end of a stick) has the respective solvent or cleaner applied.
  - a) The tester holds the swab at a forty-five (45)-degree angle to the test sticker and with approximately forty (40) grams of pressure, and wipes the wet swab back and forth across the printed sticker for ten (10) cycles, where one cycle is one stroke across the sample and back. The tester conducts the same test on a second sample for twenty-five (25) cycles.
  - b) Results. The sample passes if the solvent or cleaner does not solvate the print sufficiently to dissolve through to the substrate, and does not smear or make the print unreadable due to any partially dissolved materials.

**Validation Sticker Security Features.** If the offeror has additional security features that may be added to the validation sticker, the offeror should describe those features here. The cost of additional security features should not be included in the Proposed Cost per Verified Validation Sticker on the Cost Summary Form.

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

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

The Contractor must provide electrical power (voltage and amperage) requirements for their proposed solution.

The Offeror must identify by manufacturer and model all equipment that will be required to implement and operate the proposed solution. The offeror must include manufacturer specification sheets for each piece of hardware. Equipment that requires other than typical office environment power or connections must be identified.

Offerors must describe how their proposed equipment will process multi-year registrations and whether the system will accomplish this with dedicated printers. The State may implement multi-year registrations of up to five (5) years during the term of this Contract. Scalability of the proposed system to accomplish printing of multi-year registrations must be addressed.

#### **Staffing Plan.**

The offeror must provide a Staffing Plan that identifies all the personnel by position that the offeror is proposing to complete the Project. The Staffing Plan must show each individual's responsibilities on the Project. The Staffing Plan must match the proposed Project key team member(s) and qualifications to the activities and tasks that will be completed in this portion of the Project. Except for the Work Manager offerors may propose a single individual for more than one position, however acceptance of such proposed staffing arrangements is at the sole discretion of the State. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s); and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

#### **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.

#### **Work Plan.**

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

1. Manage the Work;
2. Guide Work execution;
3. Document planning assumptions and decisions;
4. Facilitate communication among stakeholders; and
5. Define key management review as to content, scope, and schedule.

#### **Transition Plan.**

The offeror must submit a plan that the offeror will use at the end of the Contract to facilitate the changeover of Contract activities from one organization to the next. The Transition Plan must, at a minimum, include detail sufficient to give the State an understanding of how the offeror will approach the successful and complete transition of all vehicle registration sticker and form printing functions and activities. The Transition Plan must include length of the transition period, transition activities and any anticipated business downtime.

#### **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:

1. Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
2. Assistance from State staff and the experience and qualification levels required; and
3. Other support requirements.

The State will provide a workstation for the contractor(s) during the life of this contract. A workstation consists of a work pod, chair, telephone, computer, and connection to the State's network, which provides access to the Internet.

Any consumable supplies (i.e., paper, pens, folders, etc.) used by the Contractor for this project will be provided at the Contractor's expense.

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

### **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.

### **Warranty for Commercial Materials.**

If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Four, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license for the Deliverable. Any deviation from the standard warranty in Attachment Four may result in a rejection of the offeror's Proposal.

### **Remedies.**

Offerors must provide a statement agreeing to pay the State for all actual and direct damages caused by the offeror. If actual, direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amounts specified below. The offeror statement must expressly include the following acknowledgements:

### **Vehicle Registration Forms and Validation Stickers.**

Offerors must provide a statement that if any vehicle registration form or validation sticker fails to meet the requirements of this RFP, the Contractor must compensate the State for its actual losses:

- a. The cost of labor required to reprint Vehicle Registration forms and validation stickers,
- b. Administrative costs (i.e., postage for replacement, labor for distribution, handling, etc.).

Failure to meet warranty requirements as stated in Validation Sticker Requirements section will result in remedies based on the cost per form and sticker plus the administrative cost delineated above. The quantity of defective stickers will be determined by the State and their production lot will identify defective

stickers. State administrative cost will be no greater than 1% of the per-transaction Contractor agreed-to cost for a form/sticker for each defective sticker. Validation stickers may be determined to be defective based on description set forth in OAC 4501-27-07 located at <http://codes.ohio.gov/oac/4501-27-07> which is a Supplement to this RFP.

**Proof of Insurance.**

The offeror must provide the certificate of insurance required by Attachment 4. The policy may be written on an occurrence or claims made basis.

**Payment Address.**

The offeror must give the address to which the State will send payments under the Contract.

**Legal Notice Address.**

The offeror must give the name, title, and address to which the State will send legal notices under the Contract.

**W-9 Taxpayer ID Number and Certification Form.**

The offeror must complete a W-9 Taxpayer ID Number and Certification 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. A current version of the Internal Revenue's W-9 form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Standard Affirmation and Disclosure Form (EO 2011-12K).**

The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Proposal. Executive Order 2011-12K is available at <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>.

**Attachment 4: General Terms and Conditions Acceptance.**

The offeror must include the entire content of Attachment 4: General Terms and Conditions as a single section in their proposal. **Contractors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment 4.

**Cost Summary.**

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

The Contractor will submit a monthly invoice for Vehicle Registration forms successfully printed during the previous month at the proposed cost per Vehicle Registration form as identified on the Cost Summary Form.

If the offeror is proposing Option A, the cost of envelopes will be added to the Cost summary to normalize the offeror's Total Evaluation Price for evaluation purposes.

**Note: This RFP only provides an estimate of the State's yearly transactions. No guarantee is made of any specific amount to be purchased. All project costs must be included in the proposed Cost per Unit. No project costs will be paid separately. The Contractor will be paid on a monthly basis for verified Vehicle Registrations printed during the previous month at the proposed Unit Cost as identified on this form. Verified Registrations will mean those that have successfully printed and can be mailed to the vehicle owner. The transaction rate will not be paid for Registrations that cannot be mailed.**

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 total evaluation price.

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

## **Attachment 4: General Terms and Conditions**

### **Part 1: Performance and Payment**

#### **Statement of Work.**

The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected Contractor (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must 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 Work and will not amend or alter the scope of the Work.

Should the Contractor determine that directions or requests made by State representatives impact the agreed-to schedule, costs or scope of the work, the Contractor must:

1. Document the impacting request;
2. Identify where the direction of request of the State differs from the Contractor's understanding of the schedule, cost or scope of work; and
3. Seek direction from the authorized State account representative.

Should the State account representative and the Contractor account representative be unable to resolve the disagreement to mutual satisfaction and in keeping with the agreed-to schedule, cost and scope of the work, the disagreement will be classified as a Dispute and escalated through the informal and formal dispute resolution processes contained herein.

#### **Term.**

Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is December 31, 2015. 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 Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after 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 Work 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 Work. The Contractor must make those deliveries, meet those milestones, and complete the Work 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 Suspension and Termination Section contained in Part 2 of this Attachment 4.

The State also may have certain obligations to meet. Those obligations, if any, also are 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 Work. The Contractor must deliver any such notice to both the Work 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 Work.

Unless the State decides 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 solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price, unless the RFP expressly provides otherwise.

Incidental items will include:

1. Those identified by the Contractor as part of their Offer development process as required to deliver the Work that were omitted from the RFP documents but included in their Offer to the State;
2. Those items identified by the State to the Contractor as omissions by either the State (in the RFP) or the Contractor (in the Offer) and included in the development of a final agreement between the State and the Contractor;
3. Items mutually agreed by the Contractor and the State in writing as required as a result of the State's review of the deliverables and work products associated with delivering the Work; or
4. Those items that are mutually agreed in writing by the State and Contractor as to not impose any new costs or schedule impacts to either the State or the Contractor.

### **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 Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work 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 Work Manager, the

Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work 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 Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Reimbursable expenses will not include expenses incurred by employees and consultants in connection with services including, but not limited to, airfare, parking, car rental, hotel, meals and tips associated with travel, increased insurance premiums resulting from additional insurance coverage(s) requested by the State, printing, plotting, and courier and overnight delivery expenses. Expenses of this nature are to be included in the Contractor's proposal as part of the proposed fee structure and (if applicable) hourly proposed rate of Contractor personnel.

### **Right of Offset.**

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

### **Certification of Funds.**

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

1. All statutory provisions under the Revised Code, including Section 126.07, have been met;
2. All necessary funds are made available by the appropriate State entities;
3. If required, the Controlling Board of Ohio approves this Contract; and
4. 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.

### **Independent Contractor Acknowledgement.**

It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. The Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, the Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

The Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless the Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") the Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

The Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that the Contractor is a "Business entity" as the term is defined in ORC Section 145.037

### **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 Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

### **Liquidated Damages.**

The State and the Contractor agree that failure by the Contractor to meet the performance standards and timelines set forth will result in damages sustained by the State, and that it is difficult to quantify actual damages sustained by reason of such failure. It is agreed by both parties that this RFP will establish the baseline schedule for measuring Contractor performance. It is therefore agreed that the State may require the Contractor to pay liquidated damages for failure according to the following criteria.

For failure by the Contractor to meet a deliverable date, the State may require the Contractor to pay liquidated damages per work day, for each and every day thereafter until such deliverable is completed and accepted as corrected and approved by the State. The parties understand that liquidated damages are intended to be a last resort to expedite action on the part of Contractor and are not intended to be punitive. The State, at its option, may begin default proceedings at any point during the period during which the Contractor has failed to meet timelines, performance standards, or documentation, work product, or deliverable date(s). The State will not begin default proceedings prior to the beginning of the calendar month following the deliverable due date. The deliverable due dates will be defined in the final Schedule and Work Plan.

Prior to exercising the option to impose liquidated damages, the State and the Contractor will attempt to resolve all issues through the course of normal business activities using applicable agreed "cure" periods to correct failures.

Written notification of failure to meet a performance standard, documentation, work product, or deliverable related to this contract may be given by the State's Contract Manager at any time a failure occurs. In the event of failure to meet a performance standard, documentation, work product, or deliverable, the Contractor must have up to fifteen (15) calendar days from the date of receipt of the written notification to correct the failure set forth in the written notification. If the failure is not resolved within the period and the State deems that the Contractor has not acted in good faith, liquidated damages may be imposed retroactively to the date of expected delivery.

The Contractor will not be liable for liquidated damages which result from events that are directly caused by the failure of the State to perform any required activity, force majeure, or any other cause that is not the Contractor's responsibility under this Contract. Additionally, the Contractor will be relieved of its commitments to the extent any delays or service interruptions are due to action or inaction by the State, its end-users, their employees, invitees, and third parties, including, but not limited to, changes in applications, protocols, or transmission parameters without prior coordination with the Contractor; breach of this Agreement by the State; or any other cause beyond the control of the Contractor including, but not limited to, force majeure or failure or unavailability of the State's data center or equipment not provided by the Contractor.

If for any reason the Contractor is delayed in meeting the approved schedule due to negligence on the part of the State or by any cause not due to the Contractor's fault or negligence, then the Contract schedule may, at the State's option, be extended by change order for such reasonable time as the State may determine. Any claim for extension of time must be made in writing to the State Contract Manager not more than five calendar days after the Contractor reasonably should have become aware of the delay.

#### **Service Level Requirements and Performance Standards.**

Supplement 1 of the RFP Documents specifies the performance specifications for the Service Level Requirements (SLR) to be established between the Contractor and the State.

### **Part 2: Work 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 Work under this Contract duplicates the work done or to be done under the other State contracts.

#### **Other Contractors.**

The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. 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 the Work. Such cooperation includes expeditiously providing the IV&V Contractor with full and

complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. If the State assigns an IV&V Contractor to the Work, the State will obligate the IV&V Contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its Subcontractors for the Work.

### **Subcontracting.**

The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP 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 Work in a timely and professional manner. The Contractor must hold the State harmless for and must 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. And the Contractor will be fully responsible for any default by a Subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any Subcontractors, each Subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement 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. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its Subcontractors and the failure damages the State in any way, the Contractor 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. The Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

### **Audits.**

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

### **Onsite Operational and Financial Examinations.**

To assist the State in its activities related to oversight of the Contractor in the performance of the Contract, subsequent to the effective date of this Contract, the State, or its agent, may conduct onsite operational and financial examinations of Contractor.

1. The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs services or disaster recovery for the State; Contractor's facilities are adequate to support claims of staffing, services performed and

inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This examination may include verification that Contractor has adequate information security compliance policies and procedures.

2. The financial examination may include, without limitation, a review of Contractor’s current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of Contractor.

**Consent to Examinations.**

1. By execution of this Contract, Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by the State or its agent.
2. The State may conduct such examinations from time to time during the term of this Contract and the consent to the examinations provided by Contractor must be a continuing consent to conduct the examinations periodically in the State’s discretion during the Term of this Contract.

**Right to Terminate.**

1. In the event the State determines, in its sole discretion, that the results of any examination of Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30-day period following notice from the State, the State may terminate this Contract, in part or in full.
2. If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.
3. If Contractor fails to satisfy the requirements of the State with regard to matters not related to those discussed in Right to Terminate paragraphs (1) or (2), the State will provide Contractor with notice and an opportunity to cure the failure within 30 days. If the failure is not cured by Contractor within such 30-day period, the State may terminate this Contract without further notice.

**Insurance.**

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

1. Workers’ compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer’s liability insurance with at least a \$1,000,000.00 limit.
2. 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. The table below shows the minimum limits of the Commercial General Liability insurance. The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. The Contractor’s Commercial General Liability must be primary over any other insurance coverage.

Minimum	Commercial General Liability Insurance
\$ 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

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

4. 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 do the Work, 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 Work 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 Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work 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 Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30-day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. 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:

1. 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.
2. The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) 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 Work, 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 for cause 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 Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

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

Moreover, the State 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 Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work 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 Work's completion, any costs incurred in doing the Work 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. But if the State

determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work 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 Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work 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 Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, 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 Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work 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 Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the 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 Work. 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 Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its Subcontractors will be treated as a default by the Contractor and all of its Subcontractors. The Contractor will be solely responsible for satisfying any claims of its Subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each Subcontractor must hold the State harmless for any damage caused

to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Notwithstanding anything in the Contract to the contrary, any time the State has the right to terminate the Contract, the State may elect to terminate the Contract only in part by notifying the Contractor of such decision. By electing to terminate only part of the Contract, the State does not give up its rights to later terminate other portions or the entire Contract. In the event the State terminates all or part of the services provided by the Contractor, the Contractor will continue to be obligated to perform the services, both those that are to remain and those that are being terminated, in accordance with the requirements of the Contract, including without limitation, the service level requirements as long as the services continue to be provided. In addition, regardless of whether the termination is for all services or only part of the services, the Contractor must provide the transition services as set forth in this RFP.

### **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 "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the Work 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 Work 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 Work.

### **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 use 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 Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work 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 Work Representative certifying that installation is complete and the Work, 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 Work 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 Work and maintaining them throughout the duration of this Contract.

### **Changes.**

The State may make reasonable changes within the general scope of the Work. 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

Work, 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 Work, 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 Work 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 Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. 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 Work, 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 3: Ownership and Handling of Intellectual Property & Confidential Information**

#### **Confidentiality.**

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best 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 Work. 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 Work. 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.

#### **Confidentiality Agreements.**

When the Contractor performs services under this Contract that require the Contractor's and its Subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its Subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its Subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its Subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

#### **Ownership of Deliverables.**

The State owns all Deliverables that the Contractor produces under this Contract, 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.

For pre-existing Contractor materials that are not incorporated into a deliverable or the work, but may be used by the Contractor to deliver the work, and are not required by the State following the completion of the work, the State will have no residual rights following the term of the Agreement.

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

#### **License in Commercial Material.**

As used in this section, "Commercial Material" means anything that 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 4: 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; (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 Work 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 Work. 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.

#### **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 Total Implementation Costs. 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 5: Acceptance and Maintenance**

#### **Acceptance.**

There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted

in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

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

**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.

**Part 6: Construction**

**Entire Document.**

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

**Binding Effect.**

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

**Amendments – Waiver.**

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

**Severability.**

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

**Construction.**

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

**Headings.**

The headings used herein are for the sole sake of convenience and 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 Work 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 7: 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 Work 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. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

### **Ohio Ethics 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. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

### **Governing the Expenditure of Public Funds on Offshore Services.**

The Contractor affirms to have read and understands Executive Order 2011-12K and must abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

### **Security and 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.

### **Unresolved Finding for Recovery.**

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

### **Equal Employment Opportunity.**

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

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

submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found via the Ohio Business Gateway website at <http://business.ohio.gov/efiling>.

**Injunctive Relief.**

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

**Assignment.**

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

**Use of MBE and EDGE Contractors.**

The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) Contractors.

**Delegation of Authority.**

State and federal laws generally limit the Ohio Department of Education's ability to delegate certain decisions and functions to a Contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

**Attachment 5: Sample Contract**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE**

\_\_\_\_\_  
**AND**

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

**THIS CONTRACT**, which results from RFP #0Axxxx, entitled <PROJECT NAME> Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the <AGENCY NAME>, and \_\_\_\_\_ (the "Contractor").

This Contract consists of:

1. The one page Contract (Attachment Five) in its final format; and
2. The State's <PROJECT NAME> Negotiated Contract dated MONTH, DAY, 201x which includes the referenced RFP, and the Best and Final Offer (BAFO).

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and Change Orders issued under the Contract.

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 \_\_\_\_\_, 201x, 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: Robert Blair

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

Title: Director

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

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

**Attachment 6: Contractor Certification Form**

1. The Contractor is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Contractor 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 Contractor 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 Contractor certifies that its responses to the following statements are true and accurate. The Contractor’s answers apply to the last seven years. Please indicate Yes or No in each column.

Yes/No	Description
	The Contractor has had a contract terminated for default or cause.
	The Contractor 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 Contractor was the subject of any governmental action limiting the right of the Contractor 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 Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor 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 Contractor, any officer of the Contractor, or any owner with a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

4. If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Contractor 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 Contractor’s performance under the Contract, and the best interest of the State.
5. The Contractor certifies that neither it nor any of its people that may work on or benefit from the Contract through the Contractor 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 needed.)**

**Attachment 6: Contractor Certification Form**

6. 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 Contractor did not disclose in its Proposal.
7. The Contractor certifies that all its and its Subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Contractor or Subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
8. The Contractor certifies that its regular, fulltime employees will perform at least 30% of the Work.
9. The following is a complete list of all Subcontractors, if any, that the Contractor will use on the Work, if the State selects the Contractor to do the Work:

<b>List of Subcontractors</b>	

10. The Contractor certifies that it has obtained and submitted a Subcontractor letter, as required by Attachment Three, for each Subcontractor it plans to use to do the Work.
11. The Contractor certifies that that any EDGE program participants will provide necessary data to ensure program reporting and compliance.

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

<b>Contractor Contact Information</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Mailing Address:</b>	
<b>Office Phone Number:</b>	
<b>Cell Phone Number</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	

**Attachment 6: Contractor Certification Form**

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Signature

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Name

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Title

---

Company Name

---

Company D-U-N-S Number





## **Attachment 8: Personnel Profile Summary**

### **Personnel Profile Summary Instructions**

#### **Candidate References**

In the Candidate Reference sections, the offeror must provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on Works 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 work 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 candidate reference given must be a person within the client's organization and not a co-worker or a contact within the Contractor's organization. If fewer than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

#### **Candidate Education and Training**

In the Candidate Education and Training section, list the education and training of the candidate and demonstrate in detail the candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

### Attachment 8: Personnel Profile Summary

#### Candidate Reference

[This form should be duplicated as necessary to provide a total of 3 references]

<b>Candidate's Name:</b>	
<b>Staff Position:</b>	
<b>Client Company Name:</b>	
<b>Client Company Address:</b>	
<b>Client Contact Name:</b>	
<b>Client Contact Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Work Name:</b>	
<b>Begin Date of Employment: &lt; MM/YY &gt;</b>	<b>End Date of Employment: &lt; MM/YY &gt;</b>
<b>Provide a description of services provided that are in line with those to be provided as part of the Work.</b>	
<b>Describe how the client work size and complexity are similar to the Work.</b>	

**Attachment 8: Personnel Profile Summary**

**Candidate Education and Training**

List the education and training of the candidate. Demonstrate in detail the candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

<b>Candidate</b>	<b>Education and Training</b>	<b>Months/Years</b>	<b>Where Obtained</b>	<b>Degree/Major, Year Earned</b>
<b>Name:</b>	College			
<b>Position:</b>	Technical School			
	Other Training			

**Attachment 9: Standard Affirmation and Disclosure Form**

**DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE  
FORM EXECUTIVE ORDER 2011-12K**

**Governing the Expenditure of Public Funds on Offshore Services**

All of the following provisions must be included in all invitations to bid, requests for proposals, State term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

The Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Contractor becomes the Contractor and affirms that both the Contractor and any of its Subcontractors will perform no services requested under this Contract outside of the United States.

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

<b>1.</b>	<b>Name/Principal location of business of Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Principal location of business of Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
<b>2.</b>	<b>Name/Location where services will be performed by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location where services will be performed by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)

**Attachment 9: Standard Affirmation and Disclosure Form**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE**  
**FORM EXECUTIVE ORDER 2011-12K**

**Governing the Expenditure of Public Funds on Offshore Services**

<b>3.</b>	<b>Location where State data will be stored, accessed, tested, maintained or backed-up, by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location(s) where State data will be stored, accessed, tested, maintained or backed-up by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
<b>4.</b>	<b>Location where services to be performed will be changed or shifted by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location(s) where services will be changed or shifted to be performed by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)

**Attachment 10: Planned Demonstration Criteria**

If an equipment failure occurs at any point of the demonstration, the offeror will be permitted one restart. However, the demonstration must be completed within the originally allotted two (2) hours limit. If additional failures occur, the offeror's proposal may be eliminated from further consideration.

FAILURE	MAXIMUM NUMBER OF ALLOWABLE FAILURES	
	Printer(s)	Document Processing Equipment
1. Equipment malfunction or jam	One Restart	One Restart
2. Form/Sticker damaged duplicated, misaligned, or sticker detached from form.	One Restart	One Restart

Additional Demonstration Criteria (if applicable for the solution)	Meets	Does Not Meet	Not Applicable
1. The printing system can print the registration card and affixed sticker using the registration data flow from a State provided files or appropriate dummy data files.			
2. Sticker color(s) conform(s) to RFP specifications. Samples must be provided.			
3. The sample sticker provided in the Proposal meets the durability requirements of the RFP.			
4. Sticker and form output is consistently clear, accurate and legible.			
5. The printing system tips the validation sticker in-line on the form.			
6. The printing system prints forms and stickers for regular issue registrations and for Dealer Licensing issuance.			
7. The printing system separates the registrations by expiration year and subsequently prints the different year registrations.			
8. The printing system prints registration forms and affixed validation stickers demonstrating a change in registration expiration month and also a change in registration expiration year.			
9. Output is consistently uniform and correct to data stream output.			
10. The printing system will permit selected registrations to: <ul style="list-style-type: none"> <li>o Not print the registration,</li> <li>o Print the registration as the end of a batch, and</li> <li>o Re-print a registration from the 'already run' data file.</li> </ul>			
11. The printing system registration forms and affixed stickers are compatible with the Offeror's equipment and any state-owned equipment used to process the forms and apply postage without problems: (e.g., no jams, pauses, skips, misfeeds, or any other mechanical failures are experienced.)			
12. The system's printer(s) produces not less than 40 registration forms with affixed validation sticker within one minute with one operator, and document processing equipment processing not less than 40 forms per minute with one operator and accommodating forms with varying thickness (due to the sticker).			

**Attachment 10: Planned Demonstration Criteria**

Additional Demonstration Criteria (if applicable for the solution)	Meets	Does Not Meet	Not Applicable
13. Two (2) 5-minute runs will be accommodated, where an average of not less than 200 consistent, uniform and unblemished registrations must be printed. If the Offeror has one passing run and one failing run, one (1) additional 5-minute run will be allowed to decide if the Offeror meets these criteria.			
14. The printing system's printer(s) form output neatly stacked in series sequence to facilitate operator handling.			
15. The printing system maintains the sequential order of registration stream data provided in the FTP data by the State's host computer.			
16. The Offeror demonstrates minimal operator intervention needed to operate the system, which is to be demonstrated regardless of the distribution of the data between one or more printers simultaneously.			
17. The solution should provide a counter to show the daily total number of forms printed.			
18. The system does not result in stickers becoming detached from forms, glue extruding from stickers, or form malfunctions causing problems in the processing and mailing of registration renewals to vehicle owners.			
19. If a self-mailer option is demonstrated, the bursting and folding process results in complete, uniformly folded, ready-to-mail examples. Mailer edges line up, are sealed to specification and all appropriate data is visible as required by this RFP.			
20. If an inserter option is demonstrated, the final example will result in a complete insert card or an 8.5 inch x 11 inch form that can be folded by the state-owned inserter. A run of these examples will then be tested on the State's existing Pitney Bowes FPS12™ or current model equipment friction fed inserter equipment for compliance.			
21. If an alternative option is demonstrated, the final example will result in solution that meets the requirements of the RFP.			
22. From the resulting examples, 5 random samples from each of the two 5-minute test runs must pass a simple toner adhesion test as described in the RFP.			

**Attachment 11: Cost Summary**

**Note:** This RFP only provides an estimate of the State's yearly transactions. No guarantee is made of any specific amount to be purchased. All project costs must be included in the proposed Cost per Unit. No project costs will be paid separately. The Contractor will be paid on a monthly basis for verified Vehicle Registrations printed during the previous month at the proposed Unit Cost as identified on this form. Verified Registrations will mean those that have successfully printed and can be mailed to the vehicle owner. The transaction rate will not be paid for Registrations that cannot be mailed.

If an offeror submits a proposal for Option A, the cost of 4,500,000 #10 State-provided envelopes (\$58,500.00) will be added to its proposed cost for evaluation purposes. Only #10 State-provided envelopes will be acceptable.

**Option A Cost Form:**

((Proposed Cost per Verified Registration	x	Estimated Yearly Verified Registrations)	+	(Cost of 4,500,000 #10 State- provided envelopes))	=	Estimated Cost per Year	x	Term of Contract	=	Evaluation Price of Verified Registrations
(( \$ .01289	x	4,500,000)	+	(\$58,000))	=	\$116,005	x	6 years	=	\$ 696,030
<i>***Example***</i>										
(( \$	x	4,500,000)	+	(\$58,000))	=	\$	x	6 years	=	\$
<b>Total Not-to-Exceed Evaluation Price</b>										<b>\$</b>

**Option B Cost Form:**

Proposed Cost per Verified Registration	x	Estimated Yearly Verified Registrations	=	Estimated Cost per Year	x	Term of Contract	=	Evaluation Price of Verified Registrations
\$	x	4,500,000	=	\$	x	6 years	=	\$
<b>Total Not-to-Exceed Evaluation Price</b>								<b>\$</b>

**Optional:** Additional cost per transaction for adding County Stickers (approximately 70,000 stickers, two (2) per registration)

\$ \_\_\_\_\_

**Attachment 11: Cost Summary**

**Note:** The chart below provides only an estimate of the State's requirements for additional technical services if needed. No guarantee is made of any specific amount to be purchased. Offerors must complete the required pricing information below. This pricing will be used if additional programming is needed after the Vehicle Registration and Validation Sticker Printing System is accepted.

<b>Technical Staffing Costs</b>	
<b>Position</b>	<b>Proposed Hourly Rate</b>
<b>Programmer Analyst</b>	\$
<b>Forms Administrator</b>	\$

[Insert additional rows as necessary.]

**Attachment 11: Cost Summary**

**Note:** The State wishes to see the actual costs that contribute to the offeror's Unit Pricing for a sample year. Complete the tables below to illustrate estimated project costs that the offeror used to determine the Proposed Cost per Verified Transaction. Add lines to each table section as necessary to identify all the supplies and equipment that are included in the offeror's Proposal.

<b>Consumable Items (e.g., paper, stickers, ribbons, toner, glue, ink)</b>	<b>Cost per Verified Registration</b>
	\$
	\$
	\$
	\$
<b>Sub Total</b>	<b>\$</b>
<b>Hardware</b>	<b>Cost per Verified Registration</b>
	\$
	\$
	\$
	\$
<b>Sub Total</b>	<b>\$</b>
<b>Software</b>	<b>Cost per Verified Registration</b>
	\$
	\$
	\$
	\$
<b>Sub Total</b>	<b>\$</b>
<b>Description of Required Programming Services</b>	<b>Cost per Verified Registration</b>
	\$
	\$
	\$
	\$
<b>Sub Total</b>	<b>\$</b>
<b>Total</b>	<b>\$</b>

**Attachment 11: Cost Summary**

**Additional System Options.** During the term of the Contract, the State may require the Contractor to provide additional system options. Complete the table below to provide the estimated cost of each of the following:

Option 1	Estimated Cost
<b>Cost of adding a printer. Include in the Estimated Cost the Printer, Print Driver, Installation, and Configuration, if required.</b>	\$

Option 2	Estimated Additional per Registration Transaction Cost
<b>Cost of adding additional validation sticker security features. List the additional security features identified in the proposal and provide a per transaction cost for each. Additional lines may be added to this chart if necessary.</b>	
1.	\$
2	\$
3	\$
4	\$