

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1072
DATE ISSUED: June 30, 2010

The State of Ohio, through the Ohio department of Administrative Services for the Department of Natural Resources is requesting proposals for:

COOPERATING TECHNICAL PARTNER FLOOD HAZARD MAPPING PROJECT

INQUIRY PERIOD BEGINS: June 30, 2010
INQUIRY PERIOD ENDS: July 19, 2010
OPENING DATE: July 28, 2010
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: July 12, 2010 at 1:00 PM
The Ohio Department of Natural Resources
Assembly Center East
2045 Morse Road, Building E-1
Columbus, Ohio 43229

This RFP consists of five parts and nineteen attachments, totaling 94 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

Note: The Federal Emergency Management Agency has limited the funding available for this project to \$282,100. Proposals that exceed that amount will be rejected.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Natural Resources has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the Cooperating Technical Partner Flood Hazard Mapping Project (the “Work”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (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, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to two 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 Department of Natural Resources.

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.

Background. The Division of Soil and Water Resources (DSWR) is one of eleven statutory divisions of the Ohio Department of Natural Resources. The mission of DSWR is to “...*Provide leadership and services that enable Ohioans to conserve, protect, and enhance soil, water, and land resources.*” The DSWR was created in 2009 as a result of merging the Division of Soil and Water Conservation and the Division of Water. Programmatic responsibilities throughout the new division include: soil inventory and evaluation, watershed management, stream morphology and storm water management; environmental education; dam safety; groundwater mapping; water inventory; and floodplain management.

The Floodplain Management Program (FMP) is housed in the DSWR and is comprised of eight staff: one program manager, four environmental specialists, one geographic information specialist, and two administrative assistants. In addition to a variety of general floodplain management activities, the FMP serves as a liaison between the Federal Emergency Management Agency (FEMA) and local communities participating in the National Flood Insurance Program (NFIP).

The FMP is responsible for:

- Training, education and coordination for agencies, public officials, and citizens to ensure compliance with state flood damage reduction laws and administrative rules;
- Coordination of activities related to National Flood Insurance Program for 740 participating communities throughout the state;
- General technical assistance and advice on floodplain management practice and policy, flood damage reduction strategies, flood insurance, hydrology and hydraulic principles; and
- Support of mitigation opportunities in cooperation with the Ohio Emergency Management Agency during flood response and recovery.

The FMP has been involved in FEMA’s Flood Map Modernization initiative since 2003. The initiative was aimed at updating the aging inventory of flood maps across the nation by creating a digital flood map that exhibited accurate flood hazard boundaries. Many of the flood hazard studies were evaluated for validity

given hydrologic and hydraulic changes at the community level, but most mapping needs were not fulfilled due to budgetary constraints. The dynamic nature of floodplains requires updated analysis of flood hazards on a periodic basis to maintain a reliable inventory. Therefore, FEMA recently began its Risk Mapping, Assessment, and Planning (Risk MAP) initiative.

Risk Mapping, Assessment, and Planning is aimed at delivering quality data that increases public awareness and leads to action that reduces risk to life and property. This initiative is also aimed at closing some of the flood hazard data gaps that remain from the limited funding of Map Modernization. These sets of updated flood hazard data form the basis for sound flood risk assessments, floodplain management, and flood risk communication efforts.

The project described in this RFP involves the creation of the digital flood hazard layer for Morgan County that meets all of FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners (G&S) and Procedure Memoranda (PMs). Also, many mapping needs identified during the initial Medina County Digital Flood Insurance Rate Map (DFIRM) project will be reevaluated and met through a Physical Map Revision (PMR). In response to these needs, the FMP recently completed a Mapping Activity Statement (MAS) with FEMA for flood hazard data development and Digital Flood Insurance Rate Map production in Morgan and Medina Counties. This document describes all of the tasks that must be completed for each of these county projects as required by FEMA. The scope of this project is detailed in the RFP's Attachment Two: Work Requirements and Special Provisions.

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

The main objectives of the Cooperating Technical Partner Flood Hazard Mapping Project (CTP Project) are to develop a Digital Flood Insurance Rate Map (DFIRM) and Flood Insurance Study (FIS) report for Morgan County and to complete a Physical Map Revision (PMR) for specific areas of Medina County. All processes and deliverables must be completed in accordance with the Federal Emergency Management Agency's (FEMA's) Guidelines and Specifications for Flood Hazard Mapping Partners (G&S) and effective Procedure Memoranda (PM).

This CTP Project must include (but is not limited to):

- A DFIRM and FIS report for Morgan County produced in the FEMA Countywide format and in the North American Vertical Datum of 1988 (NAVD88);
- An updated DFIRM and FIS report for Medina County;
- A Summary of Map Actions for both counties in accordance with G&S;
- The updating of FEMA's Mapping Information Platform (MIP) for status reporting of each of the map update activities;
- The passing of all internal and external QA and QC processes established for the project.

The Contractor is required to meet all timelines documented in the RFP's Mapping Activity Schedule (Attachment Fifteen).

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

The scope of this project will include:

- Program Management
- Scoping

- Outreach
- Field Survey
- Topographic Data Development
- Independent QA/QC Review of Topographic Data
- Base Map Acquisition
- Hydrologic Analysis
- Independent QA/QC Review of Hydrological Analyses
- Hydraulic Analyses
- Independent QA/QC Review of Hydraulic Analyses
- Floodplain Mapping
- Independent QA/QC Review of Floodplain Mapping
- Develop Draft DFIRM Database
- Produce Preliminary Map Products
- Independent QA/QC Review of Preliminary Map Products
- Distribute Preliminary Map Products
- Post-Preliminary Processing

The Contractor will be responsible for updating all necessary information in FEMA's Mapping Information Platform (MIP) and completing all stages of the map update process in accordance with G&S, PMs, and any other guidance provided in the Mapping Activities Schedule (Attachment Fifteen).

FEMA Fixed Pricing. The Federal Emergency Management Agency has limited the funding available for this project to \$282,100. Proposals that exceed that amount will be rejected.

Mandatory Requirement Overview. The successful completion of this floodplain mapping work is dependent upon the selected Contractor's experience and acquired skills. Therefore, meeting certain minimum requirements has been made mandatory.

There are three Mandatory Requirements: (1) The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months. (2) The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months. And (3) The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months.

Meeting each mandatory requirement is necessary before a Proposal can be evaluated on its Technical and Cost merits.

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

Dates:

Firm Dates

| | |
|-------------------------------|----------------------------|
| RFP Issued: | June 30, 2010 |
| Inquiry Period Begins: | June 30, 2010 |
| Pre-Proposal Conference Date: | July 12, 2010 at 1:00 p.m. |
| Inquiry Period Ends: | July 19, 2010 at 8:00 a.m. |
| Proposal Due Date: | July 28, 2010 at 1:00 p.m. |

Estimated Dates

| | |
|-------------|-------------------|
| Award Date: | September 1, 2010 |
|-------------|-------------------|

Estimated Project Dates

| | |
|----------------------|--------------------|
| Project Work Begins: | September 14, 2010 |
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

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

Parts:

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

Attachments:

- Attachment One Evaluation Criteria
- Attachment Two Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Sample Milestone/Deliverable Submittal Form
- Attachment Seven Offeror Certification Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine Personnel Profile Summary (NOTE: Attachment Nine has been intentionally deleted from this RFP.)
- Attachment Ten Flood Mapping Project Activities
- Attachment Eleven Post Preliminary Processing Activities
- Attachment Twelve Manage Map Adoption Activities
- Attachment Thirteen Manage Appeals Activities
- Attachment Fourteen Manage Revalidation Activities
- Attachment Fifteen FEMA Mapping Activities Schedule
- Attachment Sixteen Glossary of Acronyms and Terms
- Attachment Seventeen Standards
- Attachment Eighteen Flooding Sources to be Studied and/or Mapped
- Attachment Nineteen Cost Summary

Supplements:

- Supplement One W-9 Form

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

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

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

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

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

An offeror submitting an inquiry will receive an immediate acknowledgement 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. However, the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on July 12, 2010 at 1:00 p.m., at the following location:

The Ohio Department of Natural Resources
Assembly Center East
2045 Morse Road, Building E-1
Columbus, Ohio 43229

The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

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

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

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel 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.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with "Cooperating Technical Partner Flood Hazard Mapping Project – Technical Proposal" or "Cooperating Technical Partner Flood Hazard Mapping Project – Cost Summary," as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat

format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

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

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

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

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

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

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

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that 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 that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

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

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

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

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

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

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

Requirements. Attachment One provides requirements and criteria 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 and criteria described in a table in Attachment One.

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

team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned 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 interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

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

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

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

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

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

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

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

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

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

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

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

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing

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

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

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

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

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

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

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

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

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

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

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

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

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

PART FIVE: AWARD OF THE CONTRACT

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

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

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

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

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

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

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

ATTACHMENT ONE: EVALUATION CRITERIA

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

| Mandatory Requirements | Reject | Accept |
|----------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months. | | |
| The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months. | | |
| The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months. | | |

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

| Scored Criteria | Weight | Does Not Meet | Meets | Exceeds | Greatly Exceeds |
|--------------------------------------|--------|---------------|-------|---------|-----------------|
| Offeror Description | 5 | 0 | 5 | 7 | 9 |
| Staffing Plan | 5 | 0 | 5 | 7 | 9 |
| Project Plan | 5 | 0 | 5 | 7 | 9 |
| Work Plan: | | | | | |
| Scoping Plan | 5 | 0 | 5 | 7 | 9 |
| Outreach Plan | 5 | 0 | 5 | 7 | 9 |
| Field Survey Plan | 1 | 0 | 5 | 7 | 9 |
| Topographic Data Development | 5 | 0 | 5 | 7 | 9 |
| Independent QA/QC Review Procedures | 1 | 0 | 5 | 7 | 9 |
| Base Map Acquisition and Preparation | 1 | 0 | 5 | 7 | 9 |
| Hydrologic Analyses | 5 | 0 | 5 | 7 | 9 |
| Hydraulic Analyses | 5 | 0 | 5 | 7 | 9 |
| Floodplain Mapping | 5 | 0 | 5 | 7 | 9 |
| Develop Draft DFIRM Database | 5 | 0 | 5 | 7 | 9 |
| Produce Preliminary Map Products | 5 | 0 | 5 | 7 | 9 |
| Distribute Preliminary Map Products | 1 | 0 | 5 | 7 | 9 |
| Post-Preliminary Processing | 10 | 0 | 5 | 7 | 9 |

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

| <i>Criteria</i> | <i>Percentage</i> |
|--------------------|-------------------|
| 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:

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

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

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

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

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

Scope of Work. The State will provide oversight for the entire Project, but the Contractor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. And the Contractor also must assist the State with coordinating assignments for State staff working on the Project. The Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

Attachment Seventeen, "Standards" provides guidelines and specification that must be followed to complete the Project. Applicable Standards are listed in the Attachment's Table 17-1; Applicable portions of FEMA Guidelines and Specifications are listed in Table 17-2; And Mapping Activities and Applicable Technical Support Data Notebook (TSDN) Sections are listed in Table 17-3.

The Contractor must provide one fulltime Contractor Project Manager throughout the Project lifecycle. This Project Manager must oversee the work and be available to meet with agency personnel as required.

The State will provide staff, as it deems appropriate, to perform Project monitoring and will participate in quality assurance, management tasks, and Project reviews.

The objective of the Flood Map Project, documented in the Mapping Activity Statement (MAS), is to develop a Digital Flood Insurance Rate Map (DFIRM) and Flood Insurance Study (FIS) report for Morgan County and complete a Physical Map Revision (PMR) for specific areas of Medina County. All processes and deliverables must be completed in accordance to the Federal Emergency Management Agency's (FEMA's) *Guidelines and Specifications for Flood Hazard Mapping Partners* (G&S) and effective Procedure Memoranda (PMs). These documents can be found on FEMA's website at http://www.fema.gov/plan/prevent/fhm/gs_main.shtm and http://www.fema.gov/plan/prevent/fhm/gs_memos.shtm.

The DFIRM and FIS report must be produced in the FEMA Countywide format in the North American Vertical Datum of 1988 (NAVD88). (Refer to FEMA Procedure Memorandum 41, North American Vertical Datum of 1988 (NAVD88) Policy (PM 41) for exceptions.) The Contractor involved in this project will develop new and/or updated flood hazard data for Morgan County. In addition, the Contractor must update the Medina County DFIRMs with flood hazard data developed by the United States Geological Survey (USGS), who is under a Joint Funding Agreement with DSWR. A list of proposed study reaches for Morgan County and USGS-contracted study reaches have been included as Attachment Eighteen – Flooding Sources to Be Studied and/or Mapped.

The Contractor must notify the FMP, FEMA and all other applicable parties of all meetings with community officials at least two weeks prior to the meeting (with as much notice as possible). FEMA and/or its agent may or may not attend the community meetings.

The Contractor must maintain an archive of all data submitted. (All supporting data must be retained for three years from the date the Contractor submits its final expenditure report to FMP, and once the study is effective all associated data must be submitted to the FMP and the FEMA library.)

The activities for this Flood Map Project, including any required Quality Control Requirements as outlined in FEMA Procedure Memorandum 42, Quality Control Requirements in the DFIRM Process (PM 42), and the partners that will complete them are summarized in Attachment Ten, Flood Mapping Project Activities. The subsections of the scope (Attachment Eleven, Post Preliminary Processing Activities; Attachment Twelve, Manage Map Adoption Activities; Attachment Thirteen, Manage Appeals Activities and

Attachment Fourteen, Manage Revalidation Activities) that follow Attachment Ten describe the specific mapping activities, responsible Mapping Partner(s), FEMA standards that must be met, and resultant map deliverables.

The Contractor must implement an independent Quality Assurance/Quality Control (QA/QC) plan for all assigned activities. The Contractor must submit a Summary Report that describes and provides the results of all automated or manual QA/QC review steps. The report must include the process for all assigned activities.

If the Contractor will be utilizing its staff or sub-contractors to do the QC review, this must be identified during scoping. The Contractor will need to submit its QA/QC plan to ODNR and the FEMA Regional Project Officer for approval. Please note FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including re-submittal of deliverables as needed to pass technical review.

Metadata are required for all activities. Data Capture Standards (DCS) submittals must meet requirements as defined in the current Appendix N or in draft Appendix M documentation (dated 16Jan08) of the G&S.

DFIRM-related tasks require a passing QC Report from FEMA's National DFIRM database auto-validation tool for Quality Review (QR) #1, #2, and #5 as described in FEMA's Procedure Memorandum Number 42, Quality Control Requirements in the DFIRM Process (PM 42). Training materials for this step are available under the "MIP User Care" tab on the Mapping Information Platform at <https://hazards.fema.gov/>.

The FMP will work with FEMA to provide download/upload capability for data submittals through the MIP located at <https://hazards.fema.gov/>. As each activity is completed, the data must be submitted to the MIP.

The Contractor must respond to any comments generated as a result of the mandatory quality control checks by the National Service Provider (NSP), or the NSP's successor, as described in Procedure Memorandum (PM) 42. The NSP QC process is nationally funded and required on each Flood Insurance Study (FIS). The NSP QC process includes the following activities:

1. Validate Content Submission.
 - a. Automatic metadata and visual RMC validation of submitted data for Perform Field Survey;
 - b. Develop Topographic Data;
 - c. Develop Hydrologic Data;
 - d. Develop Hydraulic Data;
 - e. Perform Coastal Analysis;
 - f. Acquire Base Map Data;
 - g. Perform Floodplain Mapping;
 - h. Develop DFIRM Database;
 - i. Produce Preliminary Map Products; and
 - j. Final Map Products tasks;
2. Quality Review Number One
Performed after the Develop DFIRM Database task;
3. Quality Review Numbers Two and Three
Performed after the Produce Preliminary Map Products task;
4. Quality Review Number Four
Performed after the Create Base Flood Elevation (BFE) Notices step in the MIP workflow during Post Preliminary Processing;

5. Quality Review Number Five
Performed after the Produce Final Map Products task during Post Preliminary Processing;
6. Quality Review Number Six
Performed after the Prepare LFD Docket step in the MIP workflow during Post Preliminary Processing; and
7. Quality Review Number Seven
Performed after the Submit MSC Deliverable step in the MIP workflow during Post Preliminary Processing.

In cooperation with the FEMA Project Officer, a Project Management Team (PMT) will be established by the FMP and the Contractor consisting of representatives from the State, the Contractor, FEMA's regional engineer, the RMC (or its successor), the USGS, and other appropriate parties. The PMT will be responsible for coordinating the activities identified in this RFP. The FMP will provide the FEMA Region with documentation identifying the established PMT.

The MIP must be updated by the Contractor for status reporting of each of the data development activities within the *Manage Data Development* task, not less than every 30 days, when the activity is complete, and also include leverage data. Similarly the *Manage Preliminary Map Production* and *Manage Post Preliminary Processing* tasks must be updated monthly by the Contractor when the producer is performing work on a task in those modules. The *Manage* tasks will be open and accepting updates for up to 90 days after the completion of the last producer task in each module. The MIP must also be populated by the FMP with appropriate leverage information regarding who paid for the data provided and the amount of data used by the Flood Map Project.

Program Management

Responsible Mapping Partner: FMP and the Contractor

Scope: Program Management is the active process of managing multiple projects which need to meet or exceed pre-defined performance metrics. Integration and communication are key aspects of program management. The FMP and the Contractor must work with the FEMA Regional Office during the initiation of this activity to determine a Program Management Plan for implementation throughout the mapping project.

Standards: All Program Management work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Requirements: The FMP and the Contractor must coordinate with the FEMA Regional Office with respect to the following Program Management activities:

1. FMP is responsible for Business Plan development and/or updates which must include discussion of all Program Management activities; and
2. The Contractor is responsible for Quarterly Earned Value reporting through the MIP with variance explanations to support management of technical mapping activities.

Scoping

Responsible Mapping Partner: FMP and Contractor

Scope: The Project Scoping phase typically begins once some level of a community's mapping needs have been identified and FEMA and the community have decided to initiate a Flood Map Project to create or update the FIRM. (Note. Scoping will only be performed for Morgan County. The Medina County studies were scoped in November 2009.)

The scoping process is divided into three main parts:

1. Pre-Scoping Meeting Activities – The Contractor must:
 - a. Initiate the Pre-Scoping activities by identifying the PMT, determining the community contacts, and collecting pertinent information about the community. Conduct background research to collect current mapping needs and begin available geospatial data search.
 - b. Obtain spatial data to be used during the meeting preparation effort.
 - c. Acquire the current effective data for the community, such as the flood hazard data shown in effective FIS reports and on effective FIRMs and Flood Boundary and Floodway Maps (FBFMs), and pertinent flood structure data.
 - d. Submit a report summarizing the data collection efforts and deliverables.

The Contractor's Preliminary Research Activities can be separated into three categories:

- a. Researching Selected Needs. The selected needs data identified during the Mapping Needs Assessment process must be obtained through the FEMA Region/RMC and plotted on the scoping map for discussion during the scoping meeting.
 - b. Research Effective Information. FEMA's archives and/or information management systems must be inventoried for effective:
 - (1) FIRM panels,
 - (2) FBFM panels,
 - (3) FIS reports, and
 - (4) Other flood hazard data or existing study data;
 - c. Contractor Summarized Information. The Contractor must summarize the information in the effective streams file and effective coastal study; summarize contiguous community agreement checks; review Community Assistance Visit (CAV) and Community Assistance Contact files; and develop a "scoping map" and an overview of the results of the research. Other data collected during preliminary research activities will include obtaining community information and the best readily available base map materials (political areas, transportation, hydrology, shorelines, orthoimagery, and topography data). Stream centerlines must be populated with the limits of the effective FEMA studies and selected needs attributes.
2. Scoping Meeting
 - a. The Contractor must coordinate, setup, and hold the Scoping Meeting to inform the community of the upcoming flood study and of their responsibilities related to it; this includes identifying a time, place, and participants. The purpose of this meeting is to present the information gathered during the preliminary research activities to the local officials (State, county, and municipal) and coordinate on prioritization and identification of study areas. The Contractor is responsible for compiling the necessary information for the meeting.
 - b. The Contractor must review the list of selected needs and capture additional community needs and/or wants in order to determine the level of effort and the extent of any new/updated studies. The Contractor must review the selected needs list, effective and other data research findings, and make selections of proposed methods for obtaining/producing flood data.
 - c. The Contractor must compile the information prepared for and recorded during the Scoping Meeting.

During the Scoping Meeting, the PMT must review the needs list. Any additions or changes to the selected needs list must be discussed with all members.

The Contractor will be acting as the Consultation Coordination Officer (CCO) for this flood study as identified in Title 44 Code of Federal Regulations (The Code of Federal Regulations Pertaining to FEMA) Part 66 (44 CFR). During the Scoping Meeting, the Contractor must inform the communities of their responsibilities as described under the above-referenced

regulation. Following initial contact with the communities, the Contractor must prepare and setup the Community Case File and Flood Elevation Determination Docket for the maintenance of all communication and coordination throughout the project as outlined in 44CFR Parts 66 and 67.

3. Post-Scoping Meeting Activities

- a. The Contractor must select available and needed geospatial data to be used in the study and update of FEMA's geospatial data tracking systems, National Digital Elevation Program (NDEP) and National Digital Orthophoto Program (NDOP) located at <http://hazards.fema.gov/metadata/NDEP> and <http://hazards.fema.gov/metadata/NDOP>.
- b. The Contractor must evaluate selected needs and community requests and/or wants to determine the community's unmet needs and develop the final Scope of Project document for delivery to FEMA and the community.
- c. The Contractor must update FEMA's needs management tracking and other geospatial tracking systems (Mapping Needs Update Support System (MNUSS), NDEP, and NDOP).
- d. The Contractor must supply a copy of the approved Scoping Report back to the communities in order to ensure they are aware of which needs were selected to be updated during the flood study.

Based on the discussion of flood data update and base map update requests, the FMP, Contractor, and FEMA Project Officer will finalize the areas to be included in the final scope of project (based on recommendations provided by the PMT). Areas to be studied by detailed, limited detailed, redelineation, and approximate methods must be identified. The following issues will be discussed and refined: Review and Refinement of Flood Hazard Identification Methodologies, Review of Proposed Paneling Scheme, Review and Refinement of Base and Topographic Map Source, and Finalization of Map Production and Database Options.

Many of the activities at each phase can take place concurrently and are not contingent on the completion of previous tasks. The FEMA Project Officer, working in close coordination with the PMT, has the flexibility of tailoring the Scoping process to best fit the needs of the project. The FMP and Contractor must evaluate the effective flood data, available base data and selected needs to determine the scope of project to be approved by FEMA.

Standards: All Scoping work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: The Contractor must make the following products available to the FMP and FEMA by uploading the digital data to the MIP.

1. Final Scope of Project must be delivered in accordance with the schedule outlined in Attachment Fifteen – FEMA Mapping Activities Schedule;
2. QA/QC Plan for the review of the mapping project outlined in this scope. This will include the checklists developed for that review in accordance with the schedule included in Attachment Fifteen – FEMA Mapping Activities Schedule;
3. Updated list of CEO or local FPA contacts or a report from CIS showing this information has been updated;
4. Report from the Mapping Needs Update Support System (MNUSS) and/or other FEMA needs management system (WISE Scoping Tool), showing needs identified during the scoping process that will not be addressed in the final scope of project are entered;

5. Report showing that, if obtained from non-Federal sources, information on available terrain and orthoimagery data has been entered into the NDEP and NDOP project tracking Web sites, respectively; and
6. Other deliverables including reports, correspondence, agenda, meeting summaries, tabular data, and geospatial files to be submitted throughout the scoping process as specified in FEMA's G&S, Appendix I and Appendix M.

Outreach.

Responsible Mapping Partner: Contractor

Scope: (NOTE: The performance of outreach takes place throughout the life of the flood study project. Therefore, FEMA recommends tracking the outreach budget, in the MIP Workflow, equally between Produce Preliminary Map Products and Post Preliminary Processing. An alternate tracking method is acceptable with approval from the FMP and FEMA Regional Office.)

The outreach activities for a Flood Map Project can best be understood as a process that begins during the Project Scoping phase and continues through the map production and post-preliminary phases. The overarching goal for conducting outreach is to create a climate of understanding and ownership of the mapping process at the State and local levels. Well-planned outreach activities can reduce political stress, confrontation in the media, and public controversy, which can arise from lack of information, misunderstanding, or misinformation. These outreach activities also can assist FEMA and other members of the PMT in responding to congressional inquiries.

The Contractor must work with the FMP and FEMA Regional Office during the initiation of this activity to determine an Outreach Plan for implementation throughout the mapping project. The FMP and Regional Office will have access to many outreach tools that have been developed for this process that can be utilized or customized. Volume 1 of the G&S provides specific outreach goals that can be considered.

All communication with local governments must be done in accordance with 44 CFR Part 66.

Requirements: Upon determination of an Outreach Plan, the Contractor must deliver the following to the FMP and FEMA Regional Project Officer in accordance with the schedule outlined in Attachment Fifteen – FEMA Mapping Activities Schedule:

1. A report detailing the Contractor's outreach and coordination activities and the backup or supplemental information used in writing this report. Submission of this document occurs at Project inception and is updated only to include the incorporation of major change.

The report must include:

- a. Detailed description of the outreach and coordination activities that will be performed;
- b. The timeframe each activity will occur; and
- c. Any risk associated with the activities.

Field Survey

Responsible Mapping Partner: Contractor

Scope: To supplement any field reconnaissance conducted during the Project Scoping phase of this project, the Contractor must conduct a detailed field reconnaissance of the specific study area to determine conditions along the floodplain(s), types and numbers of hydraulic and/or flood-control structures, apparent maintenance or lack thereof of existing hydraulic structures, locations of cross sections to be surveyed, and other parameters needed for the hydrologic and hydraulic analyses.

The Contractor must conduct field surveys, including obtaining channel and floodplain cross sections, identifying or establishing temporary or permanent bench marks, and obtaining the physical dimensions of hydraulic and flood-control structures. The Contractor also must coordinate with other Mapping Partners that are involved in the Topographic Data Development process regarding ongoing activities and deliverables.

Standards: All Field Survey work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: The Contractor must make the following products available to FEMA by uploading the digital data to the MIP. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the G&S compliant digital data. Additionally, the Technical Support Data Notebook (TSDN) format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen – FEMA Mapping Activities Schedule. Where paper documentation is required by State Law for professional certifications, hard copy must be submitted in addition to a scanned version of the paper for the digital record.

1. A report summarizing the findings of the field reconnaissance;
2. Maps and drawings that provide the detailed survey results;
3. Survey notebook containing cross section and structure data;
4. Documentation of the horizontal and vertical datum;
5. Digital versions of draft text for inclusion in the FIS report;
6. Digital survey data consistent with the DCS as described in the G&S, and
7. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan.

Topographic Data Development

Responsible Mapping Partner: Contractor

Scope: The Contractor must obtain additional topographic data of the overbank areas of the flooding sources studied. These data will be used for hydrologic analysis, hydraulic analysis, floodplain boundary delineation, and/or testing of floodplain boundary standard compliance. The Contractor must gather information on what topographic data are available for the given community and what accuracy and currency they meet. The Contractor must use the topographic data that are better than that of the original study. The Contractor must ensure that the FEMA Geospatial Data Coordination Policy and Implementation Guide is followed and the data obtained or to be produced are documented properly.

The Contractor must use topographic data for the areas described in the table below titled “Summary of Available Topographic Data.” The source of the topographic data must be indicated as well. The Contractor also must coordinate with other team members conducting field surveys. Contour interval and/or accuracy for the topographic data must be selected based on the current FEMA requirements as documented in the G&S.

For this activity, the Contractor also must develop topographic maps and/or DEMs for the subject flooding sources using the data collected under this Topographic Data Development process and via

field surveys. In addition, the Contractor must address all concerns or questions regarding the topographic data development that are raised during the PM 42 defined Validation Process.

Summary of Available Topographic Data

| County | Description | Source |
|--------|------------------|---------------|
| Morgan | DEM | Public domain |
| Medina | DEM, 2' contours | Public domain |

Standards: All Topographic Data Development work must be performed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP and submitting in Technical Support Data Notebook (TSDN) format so that they may be accessed for an independent QA/QC review in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the uploaded G&S compliant digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen - Standards.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the topographic data developed or used in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery.

Where paper documentation is required by State Law for professional certifications, hard copy must be submitted in addition to a scanned version of the paper for the digital record.

1. Digital contour data;
2. Report summarizing methodology and results;
3. Mass points and breaklines data;
4. Gridded digital elevation model data;
5. Triangular Irregular Network (TIN) data;
6. Checkpoint analyses to assess the accuracy of data, including Root Mean Square Error calculations to support vertical accuracy;
7. Identification of data voids and methods used to supplement data voids;
8. National Geodetic Survey data sheets for Network Control Points used to control remote-sensing and ground surveys;
9. Other supporting files consistent with the DCS in the G&S; and
10. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan.

QA/QC Review of Topographic Data

Responsible Mapping Partner: Contractor

Scope: The Contractor must perform an internal and impartial review of the mapping data generated under Topographic Data Development to ensure that these data are consistent with FEMA standards and standard engineering practice, and are sufficient to prepare the DFIRM. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. FEMA will also be performing periodic audits and overall study/project management to ensure study quality.

Standards: All Topographic Data Development work must be reviewed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the topographic data developed or used in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery.

This submittal will occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. The Contractor must provide:

1. A Summary Report that describes the findings of the independent QA/QC review; and
2. Recommendations to resolve any problems that are identified during the independent QA/QC review.

Base Map Acquisition

Responsible Mapping Partner: Contractor

Scope: Base Map Acquisition consists of obtaining the digital base map, from the Ohio Statewide Imagery Program project for 2006 and 2007 or the community, for the project and, as necessary, preparing the base map for use. The Contractor must provide the digital base map. The required activities are as follows:

1. Obtain digital files (raster or vector) of the base map. In coordination with the partner who performed scoping, ensure that the *FEMA Geospatial Data Coordination Policy and Implementation Guide* is followed;
2. Secure necessary permissions from the map source to allow FEMA's use and distribution of hardcopy and digital map products using the digital base map, free of charge;
3. Review and supplement the content of the acquired base map to comply with the requirements of the G&S;
4. For the base map components that have a mandatory data structure, convert the base map data to the format required in the G&S; and
5. Certify via letter that the digital data meets the minimum standards and specifications that FEMA requires for DFIRM production.

Standards: All Base Map Acquisition work must be performed in accordance with the standards specified in Attachment Seventeen - Standards. The DCS must be met for this deliverable to be acceptable.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP so that they may be accessed for an independent QA/QC review in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the uploaded digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the base map acquisition developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following

1. Digital base map files that comply with the G&S requirements;
2. Written certification that the digital data meet the minimum standards and specifications;
3. Digital versions of draft text for inclusion in the FIS report;
4. Documentation that FEMA can use the digital base map; and
5. Documentation of the Datum, if appropriate.

Hydrologic Analyses

Responsible Mapping Partner: Contractor

Scope: Following Project Scoping, the Contractor will work with communities to prioritize and select watercourses for flood hazard studies. The Contractor must perform hydrologic analyses for these watercourses identified. The Contractor must calculate peak flood discharges for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events (computer program will be determined following Project Scoping). These flood discharges will be the basis for subsequent Hydraulic Analyses performed under this scope of work. In addition, the Contractor must address all concerns or questions regarding the hydrologic analyses that are raised during the independent QA/QC review performed during the QA/QC review.

The Contractor must submit an amended Scope for Hydrologic Analyses that details the watercourses to undergo flood hazard studies. In this amended Scope, the Contractor will identify the computer program that will be used for said hydrologic analyses.

If GIS-based modeling is used, the Contractor must document automated data processing and modeling algorithms, and provide the data to FEMA to ensure these are consistent with FEMA standards. Digital datasets (such as elevation, basin, or land use data) are to be documented and provided to FEMA for approval before performing the hydrologic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analysis, then the Contractor must provide full user documentation, technical algorithm documentation, and the software to FEMA for review before performing the hydrologic analyses.

Standards: All Hydrologic Analyses work must be performed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP so that they can be accessed for an independent QA/QC review in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the uploaded digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen - Standards.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the hydrologic analyses developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following:

1. A revised Scope of Work identifying the streams to be studied and the methodology utilized for each stream reach;
2. Digital copies of all hydrologic modeling (input and output) files for the 10-, 2-, 1-, and 0.2-percent-annual-chance storm events;
3. Digital Summary of Discharges Tables presenting discharge data for the flooding sources for which hydrologic analyses were performed;
4. Digital versions of draft text for inclusion in the FIS report;
5. Digital versions of all backup data used in the analysis including work maps;
6. Format Hydrology Database or Data Delivery consistent with the DCS—in the G&S;
7. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan;
8. For GIS-based modeling, deliverables must include all input and output data, intermediate data processing products, and GIS data layers; and

Where paper documentation is required by State Law for Professional certifications, Contractor must submit the paper in addition to a scanned version of the paper for the digital record.

Independent QA/QC Review of Hydrologic Analyses

Responsible Mapping Partner: Contractor

Scope: The Contractor must perform an internal and impartial review of the technical, scientific, and other information specific to the hydrologic analyses to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice, and are sufficient to prepare the DFIRM. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. This work must include, at a minimum, the activities listed below.

Please note FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including re-submittal of deliverables as needed to pass technical review.

1. Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - a. Use of acceptable models;
 - b. Use of appropriate methodology(ies);
 - c. Correctly applied methodology(ies)/model(s), including QC of input parameters;
 - d. Comparison with gage data and/or regression equations, if appropriate; and
 - e. Comparison with discharges for contiguous reaches or flooding sources.

2. Maintain records of all contacts, reviews, recommendations, and actions and make the data readily available to FEMA; and
3. If data changed during review, then updated deliverables for previous tasks will be submitted at this time.

Standards: All Independent QA/QC work must be performed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards. This submittal will occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the hydrologic analyses developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following:

1. A Summary Report that describes the findings of the independent QA/QC review and
2. Recommendations to resolve any problems that are identified during the independent QA/QC review.

Where paper documentation is required by State Law for Professional certifications, the Contractor must submit the paper in addition to a scanned version of the paper for the digital record.

Hydraulic Analyses

Responsible Mapping Partner: Contractor

Scope: Following Project Scoping, the Contractor will work with the FMP and FEMA to prioritize and select watercourses for flood hazard studies. The Contractor must perform hydraulic analyses for these identified watercourses. The modeling will include the 10-, 2-, 1-, and 0.2-percent-annual-chance events based on peak discharges computed under Hydrologic Analyses. The hydraulic methods used for this analysis will be determined following Project Scoping.

The Contractor will submit an amended Scope for Hydraulic Analyses that will detail the watercourses to undergo flood hazard studies. In this amended Scope the Contractor will identify the methodology that will be used for said hydraulic analyses.

The Contractor must use the cross-section and field data collected during Field Survey and the topographic data collected during the Topographic Data Collection, when appropriate, to perform the hydraulic analyses. The hydraulic analyses will be used to establish flood elevations and regulatory floodways for the subject flooding sources.

The Contractor must use the FEMA CHECK-2 or CHECK-RAS checking program to verify the reasonableness of the hydraulic analyses. To facilitate the independent QA/QC review, the Contractor must provide explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate. In addition, the Contractor must address all concerns or questions regarding the hydraulic analyses that are raised during the independent QA/QC review.

If GIS-based modeling is used, the Contractor must document automated data processing and modeling algorithms for GIS-based modeling and provide the data to FEMA for review to ensure these are consistent with the standards outlined above. Digital datasets are to be documented and

provided to FEMA for approval before performing the hydraulic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analyses, then the Contractor must provide full user documentation, technical algorithm documentation, and software to FEMA for review before performing the hydraulic analyses

Standards: All Hydraulic Analysis work must be performed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP so that they can be accessed for an independent QA/QC review in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the uploaded compliant digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen - Standards.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the hydraulic analyses developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following:

1. A revised Scope of Work identifying the streams to be studied and the methodology utilized for each stream reach. Appropriate leverage information includes identification of who paid for the data and the amount of data used by the Flood Map Project.
2. Digital profiles of the 10-, 2-, 1- and 0.2-percent-annual-chance water-surface elevations representing existing conditions using the FEMA RASLOT program or similar software;
3. Digital Floodway Data Tables for each flooding source that is compatible with the DFIRM database;
4. Digital hydraulic modeling (input and output) files;
5. Digital tables with range of Manning's "n" values;
6. Explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate;
7. Digital versions of all backup data used in the analyses;
8. Digital versions of draft text for inclusion in the FIS report;
9. Format Hydraulic Database or Data Delivery consistent with the Data Capture Standards--in the G&S;
10. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan;
11. For GIS-based modeling, deliverables include all input and output data, intermediate data processing products, GIS data layers, and final products in the format of the DFIRM database structure; and

Where paper documentation is required by State Law for Professional certifications, the Contractor must submit the paper in addition to a scanned version of the paper for the digital record.

Independent QA/QC Review of Hydraulic Analyses

Responsible Mapping Partner: Contractor

Scope: The Contractor must perform an internal and impartial review of the technical, scientific, and other information under Hydraulic Analysis to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice, and are sufficient to revise the FIRM. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. This work must include, at a minimum, the activities listed below.

Please note FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including re-submittal of deliverables as needed to pass technical review.

1. Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - a. Use of acceptable model(s);
 - b. Starting water-surface elevations;
 - c. Cross-section geometry;
 - d. Manning's "n" values and expansion/contraction coefficients;
 - e. Bridge and culvert modeling;
 - f. Flood discharges;
 - g. Regulatory floodway computation methods; and
 - h. Tie-in to upstream and downstream non-revised Flood Profiles.
2. Use the CHECK-2 or CHECK-RAS program, as appropriate, to flag potential problems and focus review efforts.
3. Maintain records of all contacts, reviews, recommendations, and actions and make the data readily available to FEMA.
4. Maintain an archive of all data submitted for hydraulic modeling review. (All supporting data must be retained for three years from the date the Contractor submits its final expenditure report to FMP, and once the study is effective all associated data must be submitted to the FMP and the FEMA library); and
5. If data changed during review, then updated deliverables for previous tasks will be submitted at this time.

Standards: All Independent QA/QC work must be performed in accordance with the standards specified in Attachment Seventeen - Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards. This submittal will occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the hydraulic analyses developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following:

1. A Summary Report that describes the findings of the independent QA/QC review;
2. Recommendations to resolve any problems that are identified during the independent QA/QC review; and
3. If the data changed during the Hydrologic and/or Hydraulic Analyses QA/QC process, then the updated and verified deliverables from these activities must be resubmitted at this time.

Floodplain Mapping

Responsible Mapping Partner: Contractor

Scope for Detailed Riverine Analysis: The Contractor must delineate the 1- and 0.2-percent-annual-chance floodplain boundaries and the regulatory floodway boundaries (if required) and any other applicable elements for the flooding sources for which detailed hydrologic, hydraulic, and/or coastal analyses were performed. The Contractor must incorporate all new or revised hydrologic, hydraulic, and/or coastal modeling and must use the topographic data acquired under Topographic Data Development to delineate the floodplain and regulatory floodway boundaries on a digital work map.

Scope of Redelineation of Detailed Floodplain Boundaries Using Updated Topographic Data: The Contractor must delineate the 1- and 0.2-percent-annual-chance floodplain boundaries, regulatory floodway boundaries for all flooding sources identified as flood hazard area. The Contractor must use the topographic data acquired under Topographic Data Development to delineate the floodplain and regulatory floodway boundaries, as appropriate, on a digital work map. If the new topographic data do not reflect the same hydraulic characteristics as in the effective study, the Contractor must evaluate the topographic data to determine if changes are significant enough to invalidate the floodplain boundary and regulatory floodway boundary redelineation. If so, the Contractor must contact the FEMA Regional Project Officer and the FMP with a recommendation.

Scope for Refinement or Creation of Zone A: The Contractor must delineate the 1-percent-annual-chance floodplain boundaries for the flooding sources selected during Project Scoping. The Contractor must use existing topographic data or the topographic data acquired under Topographic Data Development to delineate the floodplain boundaries on a digital work map. The Contractor may expand on the approaches for analyzing Zone A areas outlined in G&S and in FEMA 265, *Managing Floodplain Development in Approximate Zone A Areas* (April 1995), and/or develop new approaches. Such approaches must be coordinated with and approved by the FEMA Regional Project Officer and the FMP before analysis and mapping begin.

Scope for Non-revised Areas: For all flooding sources except those segments for which updated flood data will be developed, the Contractor must convert the information shown on the effective FIRM and FBFM panels for all incorporated and unincorporated areas of Morgan County to digital format in conformance with FEMA DFIRM specifications. The Contractor must use the acquired base map for the conversion. Following Project Scoping, the Contractor will work with communities to prioritize and select watercourses for specific floodplain mapping techniques. The Contractor must digitize FIRM panels and FBFM panels as determined from that Scoping. The Contractor must not digitize the flood theme for those segments of flooding sources for which updated flood data will be developed.

The Contractor will submit an amended Scope for Floodplain Mapping that will detail the Map Production techniques to be used for watercourses with identified flood hazard areas. In this amended Scope the Contractor will identify the methodology that will be used for each watercourse.

The Contractor will provide an estimate of the number of DFIRM panels to be produced for Morgan County and the number of revised panels to be produced for Medina County.

Scope for Merging Revised and Non-Revised Information: Upon completion of the floodplain mapping activities for the revised and non-revised areas, the Contractor must merge the digital floodplain data into a single, updated DFIRM. This work is to include tie-in of flood hazard information for areas that were not studied as part of the Flood Map Project documented in this scope of work. The Contractor also must tie in the revised and non-revised Flood Profiles, floodplain boundaries, coastal gutters, and regulatory floodway boundaries with contiguous communities that were not studied as part of the Flood Map Project documented in this scope of work. The Contractor must coordinate with FEMA and any additional Mapping Partners responsible for other components of Floodplain Mapping, as necessary, to resolve any potential tie-in issues.

The Contractor must incorporate the results of all effective Letters of Map Change (LOMCs) for all affected communities on the DFIRM. Also, the Contractor must address all concerns or questions regarding Floodplain Mapping that are raised during the independent QA/QC review.

Standards: All Floodplain Mapping work must be performed in accordance with the standards specified in Attachment Seventeen – Standards. Mapping quality standards must be consistent with FEMA Procedure Memorandum 38, Implementation of Floodplain Boundary Standards (PM 38), October 17, 2007. The Contractor will perform self-certification audits for the Floodplain Boundary Standards, as described in PM 38 and all subsequent revisions, for all flood hazard areas. The Contractor may expand on the approaches for analyzing Zone A areas outlined in G&S and in FEMA 265, Managing Floodplain Development in Approximate Zone A Areas (April 1995), and/or develop new approaches. Such approaches must be coordinated with and approved by the FEMA Regional Project Officer before analysis and mapping begin.

The Contractor assigned the floodplain mapping task will complete all activities pertaining to levees in accordance with the G&S, PMs 34, 43 and others that may be appropriate.

Deliverables: In accordance with the G&S, and upon completion of floodplain mapping for areas included in this scope of work, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP so that it can be accessed for the independent QA/QC review in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the compliant digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards. The mapping for the remaining flooding sources including any non-revised digital panels and all merged revised and non-revised floodplain mapping data is to be submitted for the Independent QA/QC review at the completion of this activity. This submittal will occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule.

The Contractor must coordinate their efforts with the USGS to obtain and submit all necessary information on the floodplain mapping developed in the Medina County PMR. These efforts must include the coordination of the TSDN-formatted delivery, with the following:

1. Amended Scope for Floodplain Mapping that will detail the Map Production techniques to be used for watercourses with identified flood hazard areas
2. Digital work map showing the 1- and 0.2-percent-annual-chance floodplain boundary delineations, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone designation labels, gutters, PFD, and all applicable base map features;
3. Draft DFIRM database prepared in accordance with the requirements in G&S;

4. Digital versions of input and output for any computer programs that were used consistent with the DCS—in the G&S;
5. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan;
6. Any backup or supplemental information including supporting calculations and assumptions used during flood data and map production consistent with the DCS – in the G&S.
7. An explanation for the use of existing topography for the studied reaches, if appropriate;
8. Written summary of the analysis methodologies;
9. Information necessary to finalize the preliminary Flood Insurance Study. This includes: (a) Digital versions of the draft FIS report. (b) Floodway Data Tables. (c) Updated profiles including all profiles and tables converted to the appropriate datum. And (d) any other items required to finalize the preliminary FIS Draft; and
10. If automated GIS-based models are applied, all input data, output data, intermediate data processing products, and GIS data layers must be submitted consistent with the DCS—in the G&S.

Where paper documentation is required by State Law for Professional certifications, the Contractor must submit the paper in addition to a scanned version of the paper for the digital record.

Independent QA/QC Review of Floodplain Mapping

Responsible Mapping Partner: Contractor

Scope: The Contractor must perform an internal and impartial review of the floodplain mapping submitted under Floodplain Mapping to ensure that the results of the analyses performed are accurately represented, the redelineation of existing data on new, updated topography is appropriate, and to ensure that the new DFIRM panels accurately represent the information shown on the effective FIRMs and FBFMs for the unrevised areas that are mapped. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. This work must include, at a minimum, the activities listed below.

Please note FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including re-submittal of deliverables as needed to pass technical review.

The Contractor must complete the following activities:

1. Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table.
2. Review the regulatory floodway widths for agreement with the widths shown in the Floodway Data Table and the results of the hydraulic modeling.
3. Review the floodplain widths at cross sections as shown on the work maps to ensure the data matches the Floodway Data Table.
4. Review the floodplain boundaries as shown on the work maps to ensure the data matches the Flood Profiles.

5. For non-revised floodplain areas, the 1- and 0.2-percent-annual-chance floodplain boundaries agree with the floodplain boundaries shown on the FIRM, the contour lines, other topographic information, and planimetric information shown on the DFIRM base.
6. Road and floodplain relationships are maintained for all unrevised areas.
7. Review the flood insurance risk zones as shown on the work maps to ensure the data are labeled properly.
8. Review the DFIRM mapping files to ensure the data were prepared in accordance with the requirements in G&S.
9. Review the metadata files to ensure the data includes all required information shown in the NFIP Metadata Profiles Specifications.

Standards: All Independent QA/QC work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule and includes the following:

1. A Summary Report that describes the findings of the QA/QC review, noting any deficiencies in or agreeing with the mapping results;
2. Recommendations to resolve any problems that are identified during the independent QA/QC review;
3. An annotated work map with all questions and/or concerns indicated, if necessary; and

If data changed during review, then updated deliverables for previous tasks must be submitted at this time.

Develop Draft DFIRM Database

Responsible Mapping Partner: Contractor

Scope: The Contractor must prepare the database in accordance with G&S, for upload to the MIP. The Contractor must coordinate with appropriate Mapping Partners, as necessary, to resolve any problems that are identified during development of the DFIRM Database.

Standards: All DFIRM Database work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: In accordance with G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. Additionally, the Technical Support Data Notebook format described in G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule and includes the following:

1. DFIRM database files prepared in accordance with the requirements in G&S and in the required format(s); and
2. A metadata file complying with the FEMA NFIP Metadata Profile Specifications.

Produce Preliminary Map Products

Responsible Mapping Partner: Contractor

Scope: The Contractor must apply the final FEMA DFIRM graphic and database specifications to the DFIRM files produced under Floodplain Mapping. This work must include adding all required annotation, line pattern, area shading, and map collar information (e.g., map borders, title blocks, legends, notes to user). The Contractor will be preparing the database for this project in the Standard format. The database must be produced in accordance with the G&S. The Contractor must coordinate with those Mapping Partners responsible for Floodplain Mapping and/or Redelineation, as necessary, to resolve any problems that are identified during development of the DFIRM Database and graphics.

Preliminary Summary of Map Actions (SOMA) Preparation: The Contractor must prepare Preliminary SOMAs for all affected communities, if appropriate. The SOMA must list pertinent information regarding LOMCs that will be affected by the issuance of the DFIRM (*i.e.*, superseded, incorporated, revalidated, redetermination needed).

Standards: All DFIRM Database work must be performed in accordance with the standards specified in Attachment Seventeen – Standards. All work must pass the automated and visual “National QA/QC” reviews prior to the distribution of the preliminary copies of the DFIRM and FIS report and the Preliminary SOMA.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the compliant digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule and includes the following:

1. Preliminary DFIRM database or revised Preliminary DFIRM database prepared in accordance with the requirements in G&S;
2. FIS Report and the Preliminary SOMA prepared using the SOMA Tool on the MIP;
3. Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale;
4. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in approved QA/QC Plan; and
5. Passing Quality Review report.

Independent QA/QC Review of Preliminary Map Products

Responsible Mapping Partner: Contractor

Scope: Upon completion of the floodplain mapping and redelineation activities, the Contractor must perform an internal and impartial review of the DFIRM spatial database to determine if it meets current FEMA database specifications. In addition, the Contractor must review the DFIRM to ensure it meets current FEMA graphic specifications. The Contractor must coordinate with other Mapping Partners, as necessary, to resolve any problems identified during this QA/QC review. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer.

Please note FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including re-submittal of deliverables as needed to pass technical review.

This work must ensure that the requirements below are met.

1. All required DFIRM features are accurately and legibly labeled and following the examples shown in the FEMA DFIRM specifications. This includes all flood insurance risk zones, BFEs, gutters, cross sections, transects, studied streams and shorelines, mapped political entities, and all roads within and adjacent to the 1-percent-annual-chance floodplains.
2. All DFIRM features are correctly symbolized with the appropriate symbol, line pattern, or area shading and follow the requirements in G&S.
3. All map collar information is complete, correct, and follows the requirements specified in G&S.
4. Preliminary DFIRM database is in a GIS file and database format as specified in FEMA's G&S, and conform to those specifications for content and attribution.
5. DFIRM database files are in one of the database formats specified in FEMA's G&S, and conform to those specifications for content and attribution.

Standards: All DFIRM Database Development work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule, and includes the following:

1. A Summary Report that describes the findings of the QA/QC review noting any deficiencies in or agreeing with the mapping results and the results of all automated or manual QA/QC steps taken during the independent QA/QC review;
2. Recommendations to resolve any problems that are identified during the independent QA/QC review; and
3. An annotated copy of the DFIRM with all questions and/or concerns indicated, if necessary.

If the data changed during the QA/QC process, then the updated deliverables from Floodplain Mapping and Redelineation must be resubmitted at this time.

Distribute Preliminary Map Products

Responsible Mapping Partners: Contractor

Scope: Preliminary Map Products consist of the final preparation, review, and distribution of the Preliminary copies of the DFIRM and FIS report and the Preliminary SOMA for community officials and the general public review and comment. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. The activities to be performed are summarized below.

Preliminary Transmittal Letter Preparation: The Contractor must prepare letters and transmit the Preliminary copies of the DFIRM and FIS report and related enclosures to all affected communities, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA. This letter may be prepared for FEMA only or for signature by FEMA and the Contractor.

Distribution of Preliminary DFIRM and FIS Report: The Contractor must distribute hard copies of the Preliminary DFIRM and FIS report to all affected communities, all other Project Team members, the State

NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA. Additionally, the Contractor will distribute digital copies of the Preliminary DFIRM and GIS shapefiles to the NFIP State Coordinator for DFIRM review. Distribution of the GIS shapefiles and/or any geodatabase to any community must only be approved if the requestor concurs with the following disclaimer: "Digital spatial files of the Preliminary Flood Hazard Information for [COUNTY NAME] County Incorporated and Unincorporated Areas will be released upon your concurrence to the following conditions: This flood hazard information is preliminary and for outreach, advisory and review purposes only. This flood hazard information is preliminary and subject to revision. This flood hazard information must not be used for regulation, enforcement or insurance rating purposes. This flood hazard information must not be distributed. The flood hazard information must not be used for mandatory flood insurance requirement purposes."

News Release Preparation: The Contractor must use the BFEs on the Web tool in accordance with FEMA Procedure Memorandum 44, Base Flood Elevations Detailed Listing Publication Procedures (PM 44) to create BFE notices for studies that result in new or modified BFEs. The Contractor must prepare the BFE determination letters as well as the news release notifications of BFE changes for all affected communities. The Contractor must perform QA/QC reviews of the notices for accuracy and compliance with FEMA format requirements. The Contractor must file the notifications for later submittal to FEMA for review.

Standards: All Preliminary Map Products work must be performed in accordance with the standards specified in Attachment Seventeen – Standards. Mapping quality standards must be consistent with PM 38, dated October 17, 2007. Preliminary DFIRM Maps must pass the QRs, as outlined in PM 42, before this activity is completed and the maps are issued Preliminary.

Deliverables: In accordance with the G&S, the Contractor must make the appropriate deliverables available to FEMA by uploading the digital data to the MIP. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal will occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule.

Preliminary transmittal letters must be prepared and transmitted. These letters and any additional letters requested by FEMA must be prepared in accordance with the current version of the FEMA *Document Control Procedures Manual* and in conjunction with Guidance provided by the Region and/or its contractor. Additionally, the Contractor must provide the following:

1. Preliminary copies of the DFIRM and FIS report, including all updated data tables and Flood Profiles must be mailed to the Chief Executive Officer (CEO) and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.
2. Preliminary SOMAs, prepared in accordance with FEMA requirements, must be provided as appropriate.
3. A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the final preparation of the preliminary DFIRM must be provided as outlined in the approved QA/QC Plan.
4. The Contractor must submit a summary of outreach activities and any changes made in the outreach approach based on the actual implementation.

Post-Preliminary Processing

Responsible Mapping Partners: FMP and Contractor

Scope: Post-Preliminary Processing includes coordination with FEMA and the Community to schedule a Community Meeting(s) for review of the Preliminary DFIRM, if required. This activity consists of finalizing the DFIRM and FIS report after the Preliminary copies of the DFIRM and FIS report have been issued to community officials and the public for review and comment. FEMA may audit or assist in these activities if deemed to be necessary by the Regional Project Officer. The activities to be performed are summarized below.

Community Coordination Meeting: If a community coordination meeting is required it is recommended that it be held within 60 days of the issuance of the Preliminary DFIRM and, the Contractor must arrange for and verify that the following activities are completed:

1. Establish invitee list;
2. Schedule meeting date and place;
3. Complete and Distribute Meeting Notice/Letter;
4. Record Meeting Minutes; and
5. Identify any/all communities with BFE changes for required appeal period.

Initiation of Statutory 90-Day Appeal Period: When required, upon completion of a 30-day community comment period and/or final coordination meeting with the affected communities, FEMA and/or the Contractor must arrange for and verify that the following activities are completed in accordance with the current version of the FEMA G&S, appropriate PMs and Document Control Procedures Manual:

1. Proposed BFE determination letters are sent to the community CEOs and floodplain administrators.
2. Ensure that news release notifications of BFE changes are published in prominent newspapers with local circulation in accordance with Title 44 Code of Federal Regulations (44 CFR).
3. The Contractor must prepare the appropriate notices (Proposed Rules) that are to be published in the *Federal Register*. The Contractor must then deliver those notices to FEMA for publication.
4. When the Contractor holds public meetings to present and discuss the results of this Flood Map Project, FEMA may attend the meetings and assist where possible, if requested.

Resolution of Appeals and Protests: The Contractor must review and resolve appeals and protests received during the 90-day appeal period. For each appeal and protest, the following activities must be conducted as appropriate:

1. Initial processing and acknowledgment of submittal;
2. Technical review of submittal;
3. Preparation of letter(s) requesting additional supporting data;
4. Performance of revised analyses; and
5. Preparation of a draft resolution letter for signature with FEMA and revised DFIRM and FIS report materials for FEMA review.

The Contractor must mail all associated correspondence upon authorization by FEMA.

Preparation of Special Correspondence: The Contractor must support FEMA in responding to comments not received within the 90-day appeal period (referred to as "special correspondence") including drafting

responses for FEMA review when appropriate and finalizing responses for co-signature. The Contractor also must mail the final correspondence (and enclosures, if appropriate) and distribute appropriate copies of the correspondence and enclosures upon receipt of authorization from FEMA.

Revision of FIRM and FIS Report: If necessary, the Contractor must work together with FEMA to revise the DFIRM and FIS report and must distribute revised Preliminary copies of the DFIRM and FIS report to the CEO and floodplain administrator of each affected community, all other Project Team members, the State NFIP Coordinator, the FEMA Regional Office, and others as directed by FEMA.

Final SOMA Preparation: The Contractor must prepare Final SOMAs for the affected communities with assistance from FEMA, as appropriate.

Processing of Letter of Final Determination: The Contractor must work with FEMA to establish the effective date for the DFIRM and FIS report, and must prepare Letters of Final Determination (LFDs) for each affected community for FEMA review in coordination with the Region and its contractor, and in accordance with the FEMA *Document Control Procedures Manual*. FEMA or its designated contractor must mail the final signed LFDs and enclosures and distribute appropriate copies of the signed LFDs. All work must pass the automated and visual “National QA/QC” reviews and review of LFD prior to the distribution of the LFD.

- The Contractor must prepare the appropriate notices (Final Rules) that are to be published in the *Federal Register*. The Contractor must then deliver those notices to FEMA for publication.

Processing of Final DFIRM and FIS Report for Printing: The Contractor must prepare final reproduction materials for the DFIRM and FIS report and provide these materials to the MSC in accordance with PM 42 for printing by the United States Government Printing Office. The Contractor must also prepare the appropriate paperwork to accompany the DFIRM and FIS report (including Print Processing Worksheet, Printing Requisition Forms, and Community Map Actions Form) and transmittal letters to the community CEOs.

Revalidation Letter Processing: The Contractor must prepare and distribute letters for FEMA signature to the community CEOs and floodplain administrators to notify the affected communities about LOMCs for which determinations will remain in effect after the DFIRM and FIS report become effective.

Archiving Data: The Contractor must ensure that technical and administrative support data are packaged in the FEMA required format and stored properly in the library archives until transmitted to the FEMA Engineering Study Data Package Facility. In addition, the Contractor must maintain copies of all data for a period of no less than three years from final acceptance and payment.

Standards: All Post Preliminary DFIRM work must be performed in accordance with the standards specified in Attachment Seventeen – Standards.

Deliverables: In accordance with the G&S, the Contractor must make the following products available to FEMA by uploading the digital data to the MIP. A metadata file complying with the NFIP Metadata Profiles Specifications, must accompany the compliant digital data. Additionally, the TSDN format described in the G&S must be delivered in accordance with Attachment Seventeen – Standards.

This submittal must occur in accordance with the schedule outlined in Attachment Fifteen - FEMA Mapping Activities Schedule, and includes the following:

1. Documentation that the news releases were published in accordance with FEMA requirements;
2. Documentation that the appropriate *Federal Register* notices (Proposed and Final Rules) were published in accordance with FEMA requirements;
3. Draft and final Special Correspondence (and all associated enclosures, backup data, and other related information) for FEMA review and signature, as appropriate;

4. Draft and final Appeal and Protest acknowledgment, additional data, and resolution letters (and all associated enclosures, backup data, and other related information) for FEMA review and signature, as appropriate;
5. Draft and final LFDs (and all associated enclosures, backup data, and other related information) for FEMA review and signature;
6. DFIRM negatives and final FIS report materials including all updated data tables and Flood Profiles;
7. Paperwork for the final DFIRM and FIS report materials;
8. Transmittal letters for the printed DFIRM and FIS report;
9. LOMC Revalidation Letters, if appropriate;
10. Completed, organized, and archived technical and administrative support data; and
11. Completed, organized, and archived case files and flood elevation dockets.

Maintain Project Plan. The Contractor must update the Project Plan submitted with its Proposal (see Attachment Three) and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure and schedule, and provide the updated Project Plan as part of its monthly reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State to review, comment on, and approve all Deliverables.

The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

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

- Immediate Reporting - The Project Manager or a designee must immediately report any Project staffing changes to the Project Representative (See: Attachment Four: Part Two: Replacement Personnel).
- Attend Weekly Status Meetings - The Project Manager and other Project team members must attend weekly status meetings with the Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Weekly Status Reports - The Contractor must provide written status reports to the Project Representative at least one full business day before each weekly status meeting.
- At a minimum, weekly status reports must contain the items identified below:
 - Updated GANTT chart, along with a copy of the corresponding Project Plan files (i.e. MS Project) on electronic media acceptable to the State;
 - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
 - Issues encountered, proposed resolutions, and actual resolutions;
 - The results of any tests;
 - A Problem Tracking Report must be attached;

- Anticipated tasks to be completed in the next week;
- Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
- Proposed changes to the Project work breakdown structure and Project schedule, if any;
- Identification of Contractor staff assigned to specific activities;
- Planned absence of Contractor staff and their expected return date;
- Modification of any known staffing changes; and
- System integration activities.

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

- Prepare Monthly Status Reports - During the Project, the Contractor must submit a written monthly status report to the Project 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 Project in terms of the approved Project Plan (schedule and cost, if applicable);
 - Updated Project work breakdown structure and Project schedule;
 - The plans for activities scheduled for the next month;
 - The status of all Deliverables, with percentage of completion;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems;
 - Testing status and test results; and
 - Strategic changes to the Project Plan, if any.

Roles and Responsibilities. The following State personnel will be available as needed during the Project.

- State Project Manager
The State Project Manager will provide State project management oversight of the Cooperating Technical Partner Flood Hazard Mapping Project to ensure the Project's deliverables meet the State's requirements. The State Project Manager will be the single point of contact for contractual and Project related matters.
- Subject Matter Experts (SMEs)
State SMEs will participate in the Project by providing the State Project Manager with hydraulic, hydrological, mapping and information technology expertise.

The Contractor Project Manager and Project team are critical to the Project's success. At a minimum, the Contractor's staffing plan must include the following:

- Contractor Project Manager
Responsibilities:
 - Provides project management oversight through acceptance of the Cooperating Technical Partner Flood Hazard Mapping Project's deliverables;
 - Creates and manages the Project Plan and Schedule;
 - Manages the Contractor's Project team members;
 - Provides a liaison between the State and the Contractor's resources;
 - Initiates the QA/QC reviews for each deliverable;
 - Manages issues and risks;
 - Functions as the point of escalation for Project issues;
 - Manages the deliverable acceptance process; and
 - If necessary, fulfills Project Team activities.
- Contractor Civil Engineer
Responsibilities:
 - Provides the Contractor Project Manager with hydraulic and hydrologic expertise;
 - Functions in a team leadership role in the absence of the Contractor Project Manager;
 - Provides a liaison between the State and the Contractor's resources in the absence of the Contractor Project Manager;

- Contractor Project Team Responsibilities:
 - Performs information gathering and mapping activities;
 - Produces the Project's deliverables;
 - Reports the Project's progress;
 - Supports the Independent QA/QC Process;
 - Provides corrective rework as required by the independent QA/QC process' findings;
 - Works cooperatively with State staff.

Performance Testing. None.

Work Hours and Conditions. The Department of Natural Resources, Division of Soil and Water Resources regular business hours are 8:00 am to 5:00 pm Monday through Friday. Local Officials hours of availability may vary. Any meetings or work conducted by the Contractor requiring state participation will be held during ODNR/DSWR regular business hours, or at the availability of the local officials.

PART TWO: SPECIAL PROVISIONS

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

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

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

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

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

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

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

Special Maintenance Standards. None

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

| County | Payment Milestone | Payment |
|---------------|-------------------------------------------------------------------------------------------|----------------|
| Morgan | Scoping | 5% |
| | Field Surveys | 2% |
| | Topographic Data Development | 4% |
| | Base Map Acquisition | 4% |
| | Hydrologic Analyses (and Independent QA/QC Review) | 2% |
| | Hydraulic Analyses (and Independent QA/QC Review) | 3% |
| | Floodplain Mapping (and Independent QA/QC Review) | 30% |
| | Completion of the Draft DFIRM Database | 25% |
| | Preliminary Map Products, Including Graphic Specifications (and Independent QA/QC Review) | 10% |
| | Completion of Preliminary Map Products Distribution | 5% |
| | Completion of Post-Preliminary Processing | 10% |
| | Morgan County Total: | 100% |

| County | Payment Milestone | Payment |
|---------------|-------------------------------------------------------------------------------------------|----------------|
| Medina | Field Surveys | 1% |
| | Topographic Data Development | 1% |
| | Base Map Acquisition | 5% |
| | Hydrologic Analyses (and Independent QA/QC Review) | 1% |
| | Hydraulic Analyses (and Independent QA/QC Review) | 1% |
| | Floodplain Mapping (and Independent QA/QC Review) | 6% |
| | Completion of the Draft DFIRM Database | 20% |
| | Preliminary Map Products, Including Graphic Specifications (and Independent QA/QC Review) | 25% |
| | Completion of Preliminary Map Products Distribution | 20% |
| | Completion of Post-Preliminary Processing | 20% |
| | Medina County Total: | 100% |

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

The Federal Government requires the State to utilize a reimbursement method of payment for said mapping projects. Additionally, the State is allowed to request reimbursement once during the 30-day period following the end of a Federal quarter. As such, the State will provide one payment for all invoices received from the Contractor during each quarter. This payment will be made during that subsequent 30-day period following the end of each quarter, and the payments will be in accordance with the payment percentage identified above.

Reimbursable Expenses. None.

Bill to Address. The Ohio Department of Natural Resources
Division of Soil and Water Resources
Floodplain Management Program
2045 Morse Road, B-2
Columbus, Ohio 43229

Location of Data. State-owned data must remain within the continental United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certifications
- Offeror Description
- Staffing Plan
- Assumptions
- Project Plan
- Work Plan
- Support Requirements
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-5657). 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.

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

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

Staffing Plan. The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace; and
- The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for this Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

Project Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Work.

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

- Detailed Project Schedule (Work Breakdown Structure) for all tasks, Deliverables and milestones.
- Risk factors associated with the Project;
- Description of the offeror's management structure responsible for fulfilling the Contract's requirements;
- Project issue resolution and escalation process;
- Approach to managing its subcontractors effectively, if applicable; and
- Total number of hours of estimated work effort for each phase of the project.

Work Plan. The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include a detailed implementation approach to addressing and meeting RFP Milestones.

The Work Plan must address each of the tasks and deliverables described in Attachment Two. The Work Plan must address the following:

- Program Management
- Scoping
- Outreach
- Field Survey
- Topographic Data Development
- Independent QA/QC Review of Topographic Data

- Base Map Acquisition
- Hydrologic Analysis
- Independent QA/QC Review of Hydrological Analyses
- Hydraulic Analyses
- Independent QA/QC Review of Hydraulic Analyses
- Floodplain Mapping
- Independent QA/QC Review of Floodplain Mapping
- Develop Draft DFIRM Database
- Produce Preliminary Map Products
- Independent QA/QC Review of Preliminary Map Products
- Distribute Preliminary Map Products
- Post-Preliminary Processing

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is 6/30/13. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including all optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PROJECT AND CONTRACT ADMINISTRATION

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

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

contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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

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

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

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

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

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

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

also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in

this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

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

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

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

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

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

invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

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

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

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

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

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

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

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

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

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

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the

Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

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

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

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

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

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

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

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information

to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

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

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

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

Ownership of Deliverables. Except for any Commercial Material described in the next section, the State owns all Deliverables that the Contractor supplies under this Contract, including any software modifications, and documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

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

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

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

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

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties

permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this

Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

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

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

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

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

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

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

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

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

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

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

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

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

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

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

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

PART SIX: 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 Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

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

PART SEVEN: LAW AND COURTS

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE OHIO DEPARTMENT OF NATURAL RESOURCES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1072, entitled “**COOPERATING TECHNICAL PARTNER FLOOD HAZARD MAPPING PROJECT**” is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Natural Resources, and _____(the "Contractor").

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

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

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

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE - DO NOT FILL OUT

By: _____

By: `Hugh Quill

Title: _____

Title: DAS Director

Date: _____

Date: _____

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

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

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

Please contact _____ at XXX-XXX with any questions.

Sincerely,

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

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

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____ _____ Signature of State Project Representative/Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM**

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

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

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

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

| Potential Conflicts (by person or entity affected) |
|-----------------------------------------------------------|
| |

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

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

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

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

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

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having successfully completed 5 FEMA-sponsored mapping projects within the past 36 months.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using FEMA's Mapping Information Platform within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS
CONTINUED**

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

MANDATORY REQUIREMENT: The offeror must demonstrate having 12 months of experience using the FEMA Citrix server solution within the past 36 months.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box: | Subcontractor, if applicable |
| Company Name: | Contact Name: (Indicate Primary or Alternate) Contact Title: |
| Company Address: | Contact Phone Number: Contact Email Address: |
| Project Name: | Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year |
| List Related Service Provided: Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project: | |

**ATTACHMENT NINE
PERSONNEL PROFILE SUMMARY**

NOTE: Attachment Nine has been intentionally deleted from this RFP.

ATTACHMENT TEN

FLOOD MAPPING PROJECT ACTIVITIES

| State | OH | OH | OH |
|---------------------------------------------------------------|-------------------|-------------------|---------------------|
| County | Morgan | Medina | All Counties |
| Partner Name | Contractor | Contractor | NSP |
| Program Management | X | X | |
| Scoping | X | | |
| Perform Field Survey | X | | |
| Develop Topographic Data | X | | |
| Perform Independent QA/QC Of Topographic Data | X | | |
| Acquire Base Map | X | X | |
| Perform Hydrologic Analyses | X | | |
| Perform Independent QA/QC Of Hydrologic Analyses | X | | |
| Perform Hydraulic Analyses | X | | |
| Perform Independent QA/QC Of Hydraulic Analyses | X | | |
| Perform Floodplain Mapping | X | X | |
| Quality Review (QR) 1 Auto Validation Of Draft DFIRM Database | | | X |
| Produce Preliminary Map Products | X | X | |
| Perform Independent QA/QC Of Preliminary Map Product | X | X | |
| QR2 Auto Validation of Preliminary Database | | | X |
| QR3 10% Visual Check | | | X |
| Distribute Preliminary Map Products | X | X | |
| Post Preliminary Processing | X | X | |
| QR4 Validate BFE Notice And CEO Letters | | | X |
| QR5 Validate Final DFIRM Database And Map Panels | | | X |
| QR 6 Check LFD | | | X |
| QR 7 Validate MSC Deliverable Package | | | X |

ATTACHMENT ELEVEN

POST PRELIMINARY PROCESSING ACTIVITIES

| | State | OH | OH | All Counties | All Counties |
|-------------------------------------------|----------------------------------------|------------|------------|--------------|--------------|
| | County | Morgan | Medina | | |
| | Partner Name | Contractor | Contractor | FEMA - V | NSP |
| Manage Post Preliminary Processing | Determine Community Meeting Schedule | X | X | | |
| | Confirm Community Meeting List | | | | X |
| | Prepare Community Meetings | X | X | | |
| | Hold Community Meetings | X | X | X | |
| | Determine If Appeal Period Is Required | X | X | | |
| | If Yes, Go To Manage Appeal | | | | |
| | Produce Map Products | X | X | | |
| | NSP QA/QC (HDM Automated & Visual) | | | | X |
| | Submit MSC Deliverable | X | X | | |
| | Validate MSC Deliverable | | | | X |
| | Submit Map Products to MSC | | | | X |
| | Prepare LFD Docket | X | X | | |
| | Review LFD Docket | | | | X |
| | Approve LFD Docket | X | X | | |
| | Distribute LFD Letter | | | | X |
| | Go To Manage Map Adoption | | | | |
| | Go To Manage Revalidation | | | | |
| | Create Final Rule For Federal Register | | | | X |

ATTACHMENT TWELVE
MANAGE MAP ADOPTION ACTIVITIES

| Manage Map Adoption | State | OH | OH | All Counties | All Counties |
|-------------------------------------------|-------------------------------------------|------------|------------|--------------|--------------|
| | County | Morgan | Medina | | |
| | Partner Name | Contractor | Contractor | FEMA-V | NSP |
| | Check Adoption Status | | | | X |
| | Prepare 90-Day Suspension Notification | | | | X |
| | Review 90-Day Suspension Notification | | | X | |
| | Distribute 90-Day Suspension Notification | | | | X |
| | Recheck Adoption Status | | | | X |
| | Prepare 30-Day Suspension Notification | | | | X |
| | Review 30-Day Suspension Notification | | | X | |
| Distribute 30-Day Suspension Notification | | | | X | |
| Confirm Adoption Status | | | | X | |

ATTACHMENT THIRTEEN
MANAGE APPEALS ACTIVITIES

| Manage Appeal | State | OH | OH | All Counties | All Counties |
|------------------------------|------------------------------------------|-------------------|-------------------|---------------------|---------------------|
| | County | Morgan | Medina | | |
| | Partner Name | Contractor | Contractor | FEMA-V | NSP |
| | Create Base Flood Elevation (BFE) Notice | X | X | | |
| | Approve BFE Notice | | | | X |
| | Review BFE Docket | | | X | |
| | Distribute BFE Notice | X | X | | |
| | Receive BFE Publication Affidavit | X | X | | |
| | Prepare Federal Register Proposed Rule | X | X | | |
| | Record Appeal Or Protest | X | X | | |
| | Review Appeal Or Protest | X | X | | |
| | Prepare Appeal Package | X | X | | |
| | Review Appeal Resolution | | | X | |
| Distribute Appeal Resolution | X | X | | | |

ATTACHMENT FOURTEEN
MANAGE REVALIDATION ACTIVITIES

| Manage Revalidation | State | OH | OH | All Counties | All Counties |
|---------------------|----------------------------------|------------|------------|--------------|--------------|
| | County | Morgan | Medina | | |
| | Partner Name | Contractor | Contractor | FEMA-V | NSP |
| | Determine Revalidations Required | | X | X | |
| | Prepare Revalidation Letter | | X | X | |
| | Review Revalidation Docket | | | | X |
| | Distribute Revalidation Letter | | | | X |

ATTACHMENT FIFTEEN

FEMA MAPPING ACTIVITIES SCHEDULE

The activities documented in this RFP must be completed in accordance this Schedule. If changes to this schedule are required, the responsible Contractor must coordinate with the FMP, FEMA, and the other Mapping Partners in a timely manner.

| ACTIVITIES | START DATE | END DATE |
|---------------------------------------------------------------------|------------|----------|
| Project Management | Award Date | Day 30 |
| Scoping | Award Date | Day 30 |
| Field Surveys | Award Date | Day 180 |
| Topographic Data Development | Award Date | Day 180 |
| Base Map Acquisition | Award Date | Day 90 |
| Hydrologic Analyses | Award Date | Day 180 |
| Independent QA/QC Review Of Hydrologic Analyses | Award Date | Day 210 |
| Hydraulic Analyses | Award Date | Day 270 |
| Independent QA/QC Review Of Hydraulic Analyses | Award Date | Day 300 |
| Floodplain Mapping: Detailed Riverine Analysis | Award Date | Day 300 |
| Floodplain Mapping: Refinement Or Creation Of Zone A | Award Date | Day 210 |
| Floodplain Mapping: Merging Revised And Unrevised Areas | Award Date | Day 300 |
| Floodplain Mapping: Redelineation | Award Date | Day 210 |
| Independent QA/QC Review Of Floodplain Mapping | Award Date | Day 270 |
| Develop Draft DFIRM Database | Award Date | Day 300 |
| Produce Preliminary Map Products (Including Graphic Specifications) | Award Date | Day 365 |
| Independent QA/QC Review Of Produced Preliminary Map Products | Award Date | Day 365 |
| Distribute Preliminary Map Products | Award Date | Day 395 |
| Post-Preliminary Processing | Award Date | Day 730 |

ATTACHMENT SIXTEEN
GLOSSARY OF ACRONYMS AND TERMS

| ACRONYM | MEANING |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 44 CFR | Title 44 Code of Federal Regulations (CFR). The Code of Federal Regulations Pertaining to FEMA. http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html |
| BFE | Base Flood Elevation |
| CCO | Consultation Coordination Officer |
| CHECK-2 | FEMA hydraulics application used to verify the validity of an assortment of parameters in HEC-2. |
| CHECK-RAS | Application used to verify the validity of an assortment of parameters found in the U.S. Army Corps of Engineers HEC-RAS software. |
| CTP | Cooperating Technical Partner |
| DCS | Data Capture Standards |
| DFIRM | Digital Flood Insurance Rate Map |
| DSWR | Division of Soil and Water Resources |
| FBFM | Flood Boundary and Floodway Map |
| FEMA | Federal Emergency Management Agency |
| FIRM | Flood Insurance Rate Map |
| FMP | Floodplain Management Program |
| FIS | Flood Insurance Study |
| GIS | Geographic Information System |
| G&S | Guidelines and Specifications for Flood Hazard Mapping Partners |
| HEC-2 | Army Corps of Engineers application used in the preparation of flood insurance studies |
| HEC-RAS | Army Corps of Engineers application (supersedes HEC-2) used in the preparation of flood insurance studies |
| LFD | Letter of Final Determination |
| LOMC | Letters of Map Change |
| MAS | Mapping Activity Statement |
| MIP | Mapping Information Platform |
| MNUSS | Mapping Needs Update Support System |

| | |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NDEP | National Digital Elevation Program |
| NDOP | National Digital Orthophoto Program |
| NFIP | National Flood Insurance Program |
| NAVD88 | North American Vertical Datum of 1988 |
| NSP | National Service Provider |
| Manning's n-value | Variable describing material roughness in open channel flow computations. |
| PFD | Primary Frontal Dune |
| PMs | FEMA Procedure Memoranda |
| PM 38 | FEMA Procedure Memorandum 38, Implementation of Floodplain Boundary Standards. http://www.fema.gov/library/viewRecord.do?id=2369 |
| PM 41 | FEMA Procedure Memorandum 41, North American Vertical Datum of 1988 (NAVD88) Policy. http://www.fema.gov/library/viewRecord.do?id=2247 |
| PM 42 | FEMA Procedure Memorandum 42, Quality Control Requirements in the DFIRM Process. http://www.fema.gov/library/viewRecord.do?id=2723 |
| PM 44 | FEMA Procedure Memorandum 44, Base Flood Elevations Detailed Listing Publication Procedures. http://www.fema.gov/library/viewRecord.do?id=2503 |
| PMR | Physical Map Revision |
| PMT | Project Management Team |
| QA & QC | Quality Assurance & Quality Control |
| QR | Quality Review |
| RASPLOT | FEMA Tutorial for Contractors and Mapping Partners |
| Region V | FEMA Region Five |
| RMC | Regional Management Center |
| Scoping Meeting | FEMA required meeting held at the local level to discuss the impact of work with the effected community(s). |
| SOMA | Summary of Map Actions |
| TSDN | Technical Support Data Notebook |
| USGS | United States Geological Survey |

ATTACHMENT SEVENTEEN

STANDARDS

The standards relevant to the MAS and this RFP are provided in Tables 17-1 Applicable Standards for Project Activities, 17-2 Project Activities and Applicable Portions of FEMA Guidelines and Specifications, and 17-3 Mapping Activities and Applicable TSDN Sections. Information on the correct volume and appendix of the G&S to be referenced for each mapping activity are summarized in Table 17-2 for convenience. However, the Contractor working on a Flood Map Project is responsible for complying with all appropriate requirements in FEMA's G&S including the Final Draft Guidelines for Coastal Flood Hazard Analysis and Mapping for the Pacific Coast of the United States and Atlantic Ocean and Gulf of Mexico Coastal Guidelines Update Final Draft, collectively referred to as "Coastal Guidelines Updates"; and related PMs published by FEMA as of the date of this agreement.

These guidelines may be downloaded from the FEMA Flood Hazard Mapping website at http://www.fema.gov/plan/prevent/fhm/dl_cgs.shtm. The Geospatial Data Coordination Policy and the Geospatial Data Coordination Implementation Guide are located at <https://hazards.fema.gov> under the "Tools & Links" tab.

Table 17-1. Applicable Standards for Project Activities

| Applicable Standards | | Guidelines and Specifications for Flood Hazard Mapping Partners and Procedure Memorandums | FEMA's Geospatial Data Coordination Policy | FEMA's Geospatial Data Coordination Policy | Engineer Manual 1110-2-1003, Hydrographic Surveys (USACE), January 1, 2002 | Engineer Manual 1110-2-1003, Hydrographic Surveys (USACE), January 1, 2002 | NFIP Metadata Profile Specifications | Document Control Procedures Manual | 44 Code of Federal Regulations Parts 65, 66 and 67 |
|-----------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------|------------------------------------|----------------------------------------------------|
| Project Activities | Scoping | X | X | X | X | X | X | X | X |
| | Field Survey | X | | | X | | | | X |
| | Topo Data | X | X | X | | | X | | X |
| | QA/QC Topo Data | X | | | | | X | | X |
| | Base Map | X | X | X | | | | | X |
| | Coastal | X | | | | X | | | X |
| | QA/QC Coastal | X | | | | X | | | X |
| | Hydrology | X | | | | X | | | X |
| | QA/QC Hydrology | X | | | | X | | | X |
| | Hydraulic Analysis | X | | | | X | | | X |
| | QA/QC of Hydraulic Analysis | X | | | | X | | | X |
| | Floodplain Mapping (inc. Redelineation) | X | | | | | X | | X |
| | QA/QC Flood-plain Mapping | X | | | | | X | | X |
| | DFIRM Dbase | X | | | | | X | | X |
| | QA/QC DFIRM Database | X | | | | | X | | X |
| | Preliminary Map Products | X | | | | | X | X | X |
| Post-Preliminary Processing | X | | | | | X | X | X | |

Table 17-2. Project Activities and Applicable Portions of FEMA Guidelines and Specifications

| Activity Description | Applicable Volume, Section/Subsection, and Appendix |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Scoping | Volume 1 |
| | Appendix I |
| | Scoping Report document |
| | 44 Code of Federal Regulations Part 66 and 67 |
| Outreach | Volume 1 |
| | Appendix I |
| Field Survey | Volume 1 |
| | Appendices A, B, C, F, and M |
| Topographic Data Development and Independent QA/QC Review of Topographic Data | Volume 1, |
| | Appendices A and M |
| Base Map Acquisition and Preparation And Independent QA/QC Review of Base Map | Volume 1 |
| | Appendices A, K, L, and M |
| Hydrologic Analyses and Independent QA/QC Review of Hydrologic Analyses | Volume 1 |
| | Appendices A, C, E, F, G, H, and M |
| Hydraulic Analyses and Independent QA/QC Review of Hydraulic Analyses | Volume 1 |
| | Appendices A, B, C, E, F, G, H, and M |
| Coastal Hazard Analyses and Independent QA/QC of Coastal Hazard Analyses | Volume 1 |
| | Appendices A, B, C, D, H, and M |
| | Coastal Guidelines Updates |
| Floodplain Mapping and Independent QA/QC Floodplain Mapping (including Redelineation/Digitization) | Volume 1 |
| | Appendices C, D, E, F, G, H, K, L, and M |
| Produce Preliminary Map Products and Independent QA/QC Review of Produce Preliminary Map Products | Volume 1 |
| | Appendices K, L, and M |
| Distribute Preliminary Map Products and Independent QA/QC Review of Distribute Preliminary Map Products | Volume 1 |
| | Appendices J, K, L, and M |
| Post-Preliminary Processing | Volume 1 |
| | Appendices J, K, L, and M |

Table 17-3 Mapping Activities and Applicable TSDN Sections

| TSDN Section | Mapping Activities | | | | | | | | | | | | | |
|--------------------------------------------|--------------------|--------------|-----------|---------------|----------|-------------------|----------------------------|--------------------|---------------------|------------------------------------------|---------------------|----------------|--------------------------|------------------|
| | Scoping | Field Survey | Topo Data | QA/QC of Topo | Base Map | Hydrology/Coastal | QA/QC of Hydrology/Coastal | Hydraulic Analysis | QA/QC of Hydraulics | Flood-plain Mapping (and Re-delineation) | QA/QC of FP Mapping | DFIRM Database | Preliminary Map Products | Post-Preliminary |
| General Documentation | | | | | | | | | | | | | | |
| Special Problem Reports | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Telephone Conversation Reports | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Meeting Minutes/ Reports | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| General Correspondence | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Engineering Analyses | | | | | | | | | | | | | | |
| Hydrologic Analyses | | X | | | X | X | X | X | X | X | X | | | |
| Hydraulic Analyses | | X | | | X | X | X | X | X | X | X | | | |
| Key to Cross-Section Labeling | | X | | | X | X | X | X | X | X | X | | | |
| Key to Transect Labeling | | X | | | X | X | X | X | X | X | X | | | |
| Draft FIS Report | | | | | X | X | X | X | X | | | | | |
| Mapping Information | X | | X | X | X | | | | | X | X | X | X | X |
| Miscellaneous Reference Information | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

FLOODING SOURCES TO BE STUDIED AND/OR MAPPED

| County | Flooding Source | Reach Limits | Reach Length (mi) | Detailed Study | USGS Study | Redelineation of SFHAs | Refine/ Establish Zone A |
|---------------|---------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------|-----------------------|-------------------|-------------------------------|---------------------------------|
| Morgan | All Zone A Streams | All Zone A stream limits shown on Morgan County FIRM's | 176.92 | | | | X |
| Morgan | All Zone AE Streams | All Zone AE stream limits shown on Morgan County FIRM's | 39.36 | | | X | |
| Medina | Branch River East Fork East Branch Black River | Mouth to CSX Railroad | 0.5 | | X | | |
| Medina | Chippewa Creek | Southern county line to approximately ¼ mi upstream from State Route 162 | 8.8 | | X | | |
| Medina | East Fork East Branch Black River | US Route 224 to northern Lodi corporate limit | 1.7 | | X | | |
| Medina | Granger Ditch | Mouth to approximately 700 ft. upstream from State Road/County Road 44 | 4.7 | | X | | |
| Medina | Healy Creek | FIS cross section H to FIS cross section I | 0.9 | | X | | |
| Medina | North Branch Rocky River | Mouth to approximately 0.3 mi upstream from Remsen Road | 6.0 | | X | | |
| Medina | Plum Creek (Liverpool Twp) | Northern county line to western county line | 4.9 | | X | | |
| Medina | Plum Creek | Approximately 450 ft downstream from Plum Creek Parkway to FIS cross section A | 0.7 | | X | | |
| Medina | West Branch Rocky River | Smith Road to approximately 1.0 mi upstream from State Route 162 | 3.3 | | X | | |

ATTACHMENT NINETEEN

COST SUMMARY

| County | Tasks and Deliverables | Cost |
|---------------|------------------------------------------------------|-------------|
| Morgan | Scoping Activities | \$ |
| | Outreach Activities | \$ |
| | Field Survey | \$ |
| | Topographic Data Development | \$ |
| | Independent QA/QC Review of Topographic Data | \$ |
| | Base Map Acquisition | \$ |
| | Hydrologic Analysis | \$ |
| | Independent QA/QC Review of Hydrologic Analysis | \$ |
| | Hydraulic Analysis | \$ |
| | Independent QA/QC Review of Hydraulic Analysis | \$ |
| | Floodplain Mapping | \$ |
| | Independent QA/QC Review of Floodplain Mapping | \$ |
| | Draft DFIRM Database | \$ |
| | Produce Preliminary Map Products | \$ |
| | Independent QA/QC Review of Preliminary Map Products | \$ |
| | Distribute Preliminary Map Products | \$ |
| | Post Preliminary Processing | \$ |
| | Morgan County Total: | \$ |

| County | Tasks and Deliverables | Cost |
|---------------|------------------------------------------------------|------|
| Medina | Scoping Activities | \$ |
| | Outreach Activities | \$ |
| | Field Survey | \$ |
| | Topographic Data Development | \$ |
| | Independent QA/QC Review of Topographic Data | \$ |
| | Base Map Acquisition | \$ |
| | Hydrologic Analysis | \$ |
| | Independent QA/QC Review of Hydrologic Analysis | \$ |
| | Hydraulic Analysis | \$ |
| | Independent QA/QC Review of Hydraulic Analysis | \$ |
| | Floodplain Mapping | \$ |
| | Independent QA/QC Review of Floodplain Mapping | \$ |
| | Draft DFIRM Database | \$ |
| | Produce Preliminary Map Products | \$ |
| | Independent QA/QC Review of Preliminary Map Products | \$ |
| | Distribute Preliminary Map Products | \$ |
| | Post Preliminary Processing | \$ |
| | Medina County Total: | \$ |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| | |
| <p style="text-align: center;">Total Not to Exceed Fixed Price: (Morgan plus Medina County Totals)</p> <p>Note: The Federal Emergency Management Agency has limited the funding available for this project to \$282,100. Proposals that exceed that amount will be rejected.</p> | \$ |
| | |

SUPPLEMENTAL INFORMATION HEADER

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

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

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

SUPPLEMENT 1

W-9 FORM

Request for Taxpayer Identification Number and Certification

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

Please print or type

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

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

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

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

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

List account number(s) here (optional)

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

| | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

OR

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | | | | | | | |

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

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

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

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

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

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

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

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

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

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

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

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

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

Penalties

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

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

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

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

Part I—Taxpayer Identification Number (TIN)

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

Part II—For Payees Exempt From Backup Withholding

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

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

Part III—Certification

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

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

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

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

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish.

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

SUPPLEMENTAL INFORMATION TRAILER

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

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