

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1156
DATE ISSUED: April 6, 2016

The State of Ohio, through the Department of Administrative Services, Enterprise IT Contracting for the Department of Rehabilitation and Correction is requesting proposals for:

Community Offenders' Fees Management Services

INQUIRY PERIOD BEGINS: April 6, 2016
INQUIRY PERIOD ENDS: April 29, 2016
OPENING DATE: May 6, 2016
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
General Services Division
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

This RFP consists of five parts and 13 attachments, totaling 85 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.

In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process in Part Three of the RFP.

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PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Section 125.071 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Rehabilitation and Correction has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the Community Offenders’ Fees Management Services (the “Project”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to three (3) additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Rehabilitation and Correction.

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

Background. The Adult Parole Authority (APA) is responsible for releasing and supervising adult felony offenders returning to local communities from prison, assisting Ohio Courts of Common Pleas in supervising offenders placed on supervision in local communities and supervising offenders that transfer to Ohio from other states pursuant to the Interstate Commission for Adult Offender Supervision (ICAOS). The APA, created in 1965, is comprised of the Parole Board and Field and is responsible for the duties addressed in Chapter 5149 of the Ohio Revised Code.

The APA typically supervises between 33,000 and 37,000 offenders residing in both urban and rural settings representing a wide diversity of socioeconomic backgrounds. As a result, APA staff members are deployed throughout six DRC Field Operations Regions, which are separated into district and satellite offices. Please reference Attachment Twelve for all of the listed APA locations in Ohio.

Offenders under APA supervision are required to pay fees for a variety of reasons, such as monthly supervision fees and other fees assessed during the course of supervision. The current monthly APA supervision fee is \$20.00. In addition, all offenders, whether under APA supervision or the supervision of another municipal or county probation department, or correctional agency in Ohio, must pay application fees when requesting the out-of-state transfer of their supervision; this is currently a one-time fee of \$85.00. Other additional supervision fees may apply if required by DRC, which includes out-of-state violator transport fees, in state violator fees, drug testing verification fees, and treatment services fees.

All collected fees are currently processed through the Manual Collection System, which accepts payment by money order only.

Offenders under APA supervision that meet specific eligibility requirements can receive waivers for some fees. Fees are waived if an offender is indigent, has significant other financial obligations, are in jail, halfway house or prison, transferred from another state after being supervised there (fees are waived up until the arrival in Ohio). A single offender can have multiple waivers during a reporting period, with each waiver

lasting up to three months at a time. About 20,000 of the offenders that are supervised (parole, post release control and compact) are eligible to be charged a supervision fee.

APA staff are prohibited from collecting the out of state transfer fee and the supervision fees. Therefore there needs to be a Collector engaged by the State to collect fees from offenders under APA supervision. This Collector will perform other duties such as tracking, documenting and reporting of fee payments.

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

To obtain a qualified Contractor to collect monthly supervision fees and other fees in a manual and ultimately an automated process stipulated by the State from offenders under the supervision of the APA, and perform other services associated with the tracking, documentation and reporting of these fees. The process is authorized in Section 5120.56(D)(5) and Section 5149.03 of the Ohio Revised Code.

Overview of the Project's Scope of Work. The scope of work for the Project is provided in Attachment Two: Project Requirements and Special Provisions, Part One, Project Requirements 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, Attachment Two will govern.

The Contractor must collect fees on behalf of the Department of Rehabilitation and Correction via a Post Office Box (manual system) and then within a year, implement an electronic payment system that includes secure payments, email communication and a Customer Service Center.

Calendar of Events. The schedule for the RFP process and Project is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State 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:	April 6, 2016
Inquiry Period Begins:	April 6, 2016
Inquiry Period Ends:	April 29, 2016 at 8:00 a.m.
Proposal Due Date:	May 6, 2016 at 1:00 p.m.

Estimated Dates

Award Date:	September 2016
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Estimated Project Dates

Project Work Begins:	September, 2016
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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.

RFP Glossary of Terms

AA:	Affirmative Action
APA:	Adult Parole Authority

Contractor:	Vendor after Award
CSP:	Competitive Sealed Proposal
DAS:	Department of Administrative Services
DPCS:	Division of Parole and Community Services
DRC:	Department of Rehabilitation and Correction
EOD:	Equal Opportunity Division
FEI:	Federal Employer Identification
ICAOS:	Interstate Commission for Adult Offender Supervision www.interstatecompact.org
MOU:	Memorandum of Understanding
Non-APA	Municipal and County Probation Departments, Halfway Houses, Etc.
OAC:	Ohio Administrative Code
OAKS:	Ohio Administrative Knowledge System (Ohio's Accounting System)
OBG:	Ohio Business Gateway
Offeror:	Vendor Submitting Proposal
OPS:	Office of Procurement Services
ORC:	Ohio Revised Code
RFP:	Request for Proposal
SLA:	Service Level Agreement
SOS:	Secretary of State
UNSPSC:	The United Nations Standard Products and Services Code

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has thirteen 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 Deliverable/Milestone Submittal Form
Attachment Seven	Offeror Certification Form
Attachment Eight	Offeror Profile Summary
Attachment Nine	Personnel Profile Summary
Attachment Ten	Standard Affirmation and Disclosure Form
Attachment Eleven	Example of Generic Data Sharing Memorandum of Understanding
Attachment Twelve	Adult Parole Authority Locations
Attachment Thirteen	Cost Summary

Supplements:

Supplement One	W-9 Tax Form
Supplement Two	MCSA Agreement
Supplement Three	Functional and Technical Requirements
Supplement Four	Service Level Agreement

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:

Cyrus Carter
Acquisition Analyst
Department of Administrative Services

During the performance of the Project, a State representative (the "Project Representative") will represent the Department of Rehabilitation and Correction 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 Web site at <http://www.ohio.gov/procure>;
- From the Quick Links bar on the right, select "Bid Opportunities Search";
- Enter the RFP Number in the Document/Bid Number textbox;
 - (RFP Numbers begin with the *number* "0" followed by the *letter* "A");
- Click the "Search" button;
- In the Other section, 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,
 - Company 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;
- Type the Security Number seen on the right into the Confirmation Number; 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 search function described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three (3) 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.

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 search function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements any time before 5:00 p.m. on the day before Proposals are due, and it is each 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 six (6) copies of the technical section, and the package with the cost section also must be sealed and contain three (3) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "COFMS RFP – Technical Proposal" or "COFMS RFP – 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. (Columbus, Ohio local time) 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
General Services Division
Attn: Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

BID ROOM MAIN PHONE NUMBER: 1-614-466-5090

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. The Bid Desk 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 Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal 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 interest and will not cause any material unfairness to other offerors.

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

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

Proposal Instructions. Each Proposal must use the provided forms for the Technical Proposal and Cost Proposal and be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The Cost Proposal must use the Cost Summary form

and be placed in a separate binder and submitted separately from the Technical Proposal. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements including the use of the required forms.

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

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

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.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though the State 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 identified in this RFP, including the requirements in Attachment One: Evaluation Criteria, Attachment Two: Project Requirements and Special Provisions and Supplement Three: Functional and Technical Requirements. 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.

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.

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

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work 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 above to each requirement is only a value used to determine which Proposal is the most advantageous to

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

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

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement 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. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

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

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

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

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Project;
- 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. Further, if negotiations involve proposed changes to Attachment Eleven or Supplement Two for Key Commercial Software, the State may terminate negotiations with that offeror and remove the offeror's Proposal from further consideration, if the State and the offeror cannot agree on terms acceptable to the State.

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.

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 State also will issue two originals of any Master Contract(s) for Software Licensing (Master Contract(s)) to the Contractor. If the licensor under any such Master Contract is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. The Contract and any Master 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, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the work, 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 Contractor'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 in final form. 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; and
2. The State's Community Offenders' Fees Management Services Negotiated Contract which includes the referenced RFP, and any Best and Final Offer (BAFO).

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most

recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

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

Mandatory Requirement	Reject	Accept
Within the past sixty (60) months, the offeror must have implemented an automated system that processed at least 30,000 payments in a year.		

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
Offeror Profile Summary				
Within the past sixty (60) months, the offeror must demonstrate experience successfully implementing an Automated Fee Collection System.	10		5	7
Within the past sixty (60) months, the offeror must demonstrate experience successfully operating a Customer Service Center supporting the collection of fees.	10	0	5	7
Personnel Profile Summary				
Project Manager	9	0	5	7
Project Requirements				
Scope of Work	10	0	5	7
Implementation Plan	1	0	5	7
Customer Service Center	1	0	5	7
Manual Fee Collection System	15	0	5	7
Automated Fee Collection System	8	0	5	7
Kiosk, Printers and Cabling	8	0	5	7
Secure Email Account	15	0	5	7
Fee Deposit Processing	8	0	5	7
Notification and Action for Offender Failure to Pay Required Fees	8	0	5	7
Report Requirements	8	0	5	7
Project Plan	15	0	5	7

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

Criteria	Percentage
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 Grand Total Cost will receive 300 points. The remaining offerors will receive a percentage of the maximum Cost Summary Points available based upon the following formula:

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

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 requests a technical proposal and cost proposal for a solution to meet the Community Offenders' Fees Management Services Functional and Technical Requirements as documented in Attachment Two, Supplement Three, and this RFP.

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

The Contractor must provide one fulltime functional Contractor Project Manager throughout the Project lifecycle.

The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work.

The Contractor also must propose a system development methodology that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). Therefore, the Project scope must include training the State Project team on the Contractor's system development methodology. The Contractor is not required to have official SEI certification.

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

The Contractor will collect monthly supervision fees and other fees in a process stipulated by the State from offenders under the supervision of the APA as authorized in Section 5120.56(D)(5) of the Ohio Revised Code and Section 5149.03 of the Ohio Revised Code and perform other services associated with the tracking, documentation and reporting of said fees. The Contractor will collect application fees in a process stipulated by the State from Ohio offenders, APA offenders and non-APA offenders who request out-of-state transfer as authorized by Section 5149.21 and Section 5149.22 of the Ohio Revised Code and the rules promulgated by the Interstate Commission for Adult Supervision (ICAOS) and perform other services associated with the tracking, documentation and reporting of said fees.

1 REQUIREMENTS SUMMARY

The State requires the Contractor to operate the Manual Collection System for the payment/collection of monthly supervision fees and other fees assessed for offenders under APA supervision throughout Ohio for a one-year minimum period of time from the date of execution of the Contract. The State also requires that the current Manual Collection System be enhanced during the one-year period via implementation of an additional manual component, a caller service post office lock box, a uniquely addressable lockable box located on the premises of a post office station and commonly referred to as a "PO Box" or Postal Box".

A. The State requires that a new online automated system, comprised of multiple online, electronic options, be implemented for the payment/collection of monthly supervision fees and other fees assessed for offenders under APA supervision throughout Ohio and for the payment/collection of out-of-state transfer application fees assessed for offenders under APA supervision and other offenders under the supervision of non-APA agencies and departments throughout Ohio. The awarded contractor

will have up to one year from the date of execution of this contract to have the new automated system fully functional with the capability of processing payment/collection of all fees required.

B. The State may require a variety of other select services associated with the manual and automated fee payment/collection systems that will assist the State in the administration of offender fees. These services may involve, but are not limited to, training and knowledge transfer of the awarded contractor's manual and automated systems, the development of pamphlets and other educational documents directing DRC APA offenders and ICAOS offender applicants on how to use the system.

C. In order to ensure efficient execution of the Contract to the satisfaction of all parties, the State and the Contractor must designate a central point of contact from their respective organizations. The State may designate additional non-DRC points of contact for non-APA offices utilizing the automated system to collect application fees for out-of-state offender transfers.

2 IMPLEMENTATION PLAN, SERVICE LEVEL AGREEMENT AND MEMORANDUM OF UNDERSTANDING REQUIREMENTS AND TRAINING

A. All components of the manual system must be provided by the Contractor and must be deployed by the Contractor under the guidance and oversight of the State and pursuant to an implementation plan completed by the Contractor and mutually agreed upon by the State and the Contractor no later than 30 calendar days after award of the Contract. At a minimum, the plan must contain specific details including all manual system implementation steps/assignments, all target due dates to complete the manual system implementation steps/assignments and the names of parties responsible for completing the manual system implementation steps/assignments within the target due dates.

B. In addition to the implementation plan required for the manual system, before the award of the Contract, the Contractor and the State must mutually agree to a Service Level Agreement, which will document the required service levels for the automated system deployed by the Contractor for the State during the term of the Contract. The SLA for the automated systems must contain performance values, target measurements for each value, the time period for the target measurement, where and how the measurement will be recorded and how the measurements will be reported. The State and the Contractor must meet on a regular basis, at least once a week for the first 90 calendar days after the contract has been awarded to review the progress in identifying the required service levels. Thereafter, meeting times will be mutually agreed upon by both parties. At a minimum, the SLA will contain the following sections:

1. Overview Section stating the purpose of the SLA.
2. Applicability Section identifying the parties bound by the SLA.
3. Applications Services Section listing a description of the automated online application services being provided by the Contractor's hardware, software and network systems being used to meet the State's requirements and a list of exclusions/excluded events applicable to both parties.
4. Services Expectations Section defining the State's requirements for available hours, the State's requirements for system availability in terms of uptime percentage and tolerated system unavailability (not including excluded events) per calendar month, the State's requirements for the various levels of system availability monitoring, alerts and reporting, the State's requirements for the Contractor's identification, analysis and resolution of service disruptions, the State's requirements for the Contractor performing scheduled maintenance on the Contractor's automated systems, a list of circumstances/occurrences recognized by the State as constituting a force majeure, a list of other issues recognized by the State as beyond the Contractor's control and the State's requirements for the types and levels of customer support provided by the Contractor pursuant to the requirements of the contract.
5. Signature Section for execution of the SLA by the parties bound by the SLA.

C. The implementation plan and SLA must take into account deployment of components of the automated system in APA offices and in non-APA agencies and departments.

D. In addition to the implementation plan and the SLA, before execution of the Contract, a Memorandum of Understanding (MOU) with the Contractor shall establish the electronic data sharing agreement between the State and the Contractor. The MOU must be fully executed before either party shares Community Offender Fee Management Services electronic data with the other party. Please reference Attachment Thirteen for an example of the MOU that will be implemented between the State and the successful Offeror.

E. Prior to implementation of the Contractor's manual and automated systems, the Contractor, in collaboration with the State, must provide the State training for up to 125 individuals identified by DRC (e.g. DRC technical staff, APA automated system users, non-APA automated system users, etc.). The Contractor must deliver the training at up to six regional Ohio locations identified by the State, on dates and times identified by the State, and in accordance with the training objectives and expectations stipulated by the State.

3 CUSTOMER SERVICE CENTER REQUIREMENTS

The Contractor must employ a Customer Service Center staffed with the Contractor's account representatives, to assist customers who use the manual process and/or the automated system to pay fees. The Customer Service Center must be implemented within 30 calendar days after award of the Contract.

A. The Contractor must deploy an electronic mail (e-mail) with secure user accounts, so that offenders paying fees and others who may pay fees on the offenders' behalf can send fee-related e-mail inquiries to the Contractor and the Contractor's account representatives may respond to said inquiries. The Contractor is responsible for all costs related to staffing, managing, maintaining, supporting and terminating all user e-mail accounts.

B. The Contractor must deploy a toll-free telephone support help line so that the offenders who owe fees and others who may pay fees on the offenders' behalf can contact the Contractor's account representative to ask fee-related questions and resolve fee-related issues and concerns. The Contractor's account representative assigned to the toll free telephone help line must be located in the continental U.S., must be fluent in the English and Spanish language and must be friendly, courteous and knowledgeable about the fee payment/collection process and the operation of the manual and automated systems. The toll free telephone help line must be staffed with the Contractor's representative from 9:00 AM to 7:00 PM, U.S. Eastern Standard Time, Monday through Friday, excluding Holidays identified by the state of Ohio. The Contractor must employ an automated voice message system to record calls from customers when the Contractor's representatives are not immediately available to answer the telephone calls on the toll free help line. The Contractor is responsible for all costs related to the staffing, managing, maintaining and supporting the toll free telephone hot line.

C. The Contractor must utilize supervisory level staff members at the Customer Service Center from 9:00 AM to 7:00 PM, U.S. Eastern Standard Time, Monday through Friday, excluding Holidays identified by the state of Ohio. The supervisor level staff members must be fluent in the English and Spanish language and must be friendly, courteous and knowledgeable about the fee payment/collection process and the operation of the manual and automated systems. The Contractor's supervisory level staff members must have the authority to supervise the account representatives, monitor account representatives' contact with individuals that contact the Customer Service Center and resolve problems, issues and disputes between said individuals and the Contractor's account representative. When disputes cannot be resolved by the Customer Server Center, the dispute must be escalated by the Customer Service Representative to the appropriate ODRC representatives who will work with the Customer Service Center to resolve the matter.

D. The Contractor must provide helpful, useful, instructive and current fee-related "How To" and "Frequently Asked Questions" information that focuses on use of the manual system and automated systems, and the content of said information must be mutually agreed upon by the State and the Contractor. The information must be made available and easily accessible to customers in an online, electronic format and in a printable paper format. The information must, in addition to providing the fee-related information online; the Contractor must also provide it, upon the customer's request in paper

format, via U.S. Postal Mail or e-mail. The Contractor must review, revise and update the information at intervals stipulated by the State using content mutually agreed upon by the State and the Contractor.

E. The Contractor's name or other identifying information, logos, graphics, report headers/footers, etc. must not appear on any paper products mailed to offenders or otherwise provided to offenders. In addition, the State retains the right to review and approve any reference to the Contractor that appears on any component of the Contractor's automated system.

4 MANUAL FEE PAYMENT / COLLECTION SYSTEM REQUIREMENTS

The current process for collecting monthly supervision fees is done manually. The Contractor must transition from the current process to the automated collection process in one year or less, to allow time for APA offenders under APA supervision and others who pay fees on the offenders' behalf to transition to an automated process. In addition, during the transition period, the State requires the Contractor to enhance the manual process by arranging for a caller service post office lock box for the payment/collection of fees.

A. The manual fee payment / collection process and the business flow required by the State is summarized as follows:

1. No later than the fourth business day of each month, DRC must submit an electronic APA Offender Fee Invoice File to the Contractor, generated from one or more of the DRC online, automated offender information tracking systems and in a format mutually agreed upon by the State and the Contractor (e.g. Web service, file, etc.). The electronic file will contain information about the supervision fees and other fees owed by all offenders under active APA supervision (e.g. name, identifying DRC number, complete address, supervision type, release type, status, current APA supervising unit designation, type of each fee owed, balance due for each fee owed, waiver approved for each fee owed, a do not send invoice indicator, etc.). The formula used to calculate the balance due for each fee owed by each offender on the APA Offender Fee Invoice File list will be provided to the Contractor so that the Contractor can invoice the correct amount of fees owed, print the appropriate paper invoice for each offender and continue to calculate fees paid and owed on an ongoing basis until all fees are paid or the offender is terminated from APA supervision.
2. Upon receiving the electronic APA Offender Fee Invoice File, the Contractor must create paper invoice statements for all offenders listed on the APA Offender Fee Invoice File. The paper statements, in a format provided by the State, will contain the pertinent information necessary for the offenders to review and pay their outstanding fees (e.g. name, complete address, date of statement, identifying DRC number, APA supervising unit designation, amount due by fee type, balances forward to date by fee type, payments received to date by fee type, total fee amount due, uncredited payment amounts received by fee type, directions as to when and how payments must be made, information required on certified check and money order payments to ensure payments are credited to the correct offender account, penalty admonition statements for late payments and payments in arrears, the Contractor's contact e-mail address and help telephone number for the resolution of account questions and issues and a tear-off portion of the invoice containing the appropriate identifying information that is submitted with payment so that the Contractor can apply payment to the correct offender account, etc.)
3. No later than the fifth business day of each month, the Contractor must mail, via standard U.S. Mail, all paper invoice statements generated from the APA Offender Fee Invoice File to the offenders / offender addresses owing fees listed on the APA Offender Fee Invoice File. The Contractor and the State must jointly develop the format and content for the monthly invoice, keeping in mind that the invoice must contain sufficient information to serve the various purposes of the invoice.
4. Upon receipt of the invoice statements, offenders under APA supervision or others who pay fees on their behalf will remit, via standard U.S. Mail, the detachable remit section of the invoice and the accompanying certified checks and money orders to the Contractor who, in turn, must document, track and rectify all fee payments. The Contractor and the State must jointly develop the format and content of the detachable remit section of the invoice, keeping in mind that the detachable remit section must contain sufficient information to serve the various purposes of the fee payment. In order for fee payments to be credited for the month in which they were received and thus, be reported as paid on the following month's statements, payments must be received by the Contractor no later than the twenty-second day of the month. Fees received after the twenty-

second of the month will be credited for the next month. Payments received by the Contractor that cannot be credited to the appropriate offender must be sent to the ODRC business office representative who will attempt to identify the correct offender.

5. On the last business day of each month, the Contractor will submit an APA Offender Fee Payment File to DRC, in an electronic format mutually agreed upon by the State and the Contractor (e.g. Web service, flat file, etc.), documenting all fees paid by all offenders under active APA supervision during the respective period (e.g. name, identifying DRC number, complete address, supervision type, release type, status, current APA supervising unit designation, type of fees owed, balance due for each fee owed, amount of fees paid for each fee owed, etc.).

6. DRC will use the data contained in the APA Offender Fee Payment File provided by the Contractor to populate the appropriate DRC automated, online offender information tracking systems.

7. The Contractor must arrange for a caller service post office lock box in the state of Ohio's name for the purpose of collection money orders and certified checks for the payment / collection of fees.

a) The Contractor must have full access to the lock box, must pick up the lock box mail at least weekly, must process the money orders and certified checks deposited in said lock box within three (3) business days of the pick-up and must account for all Federal and State of Ohio holidays when scheduling pick-ups and performing the processing.

b) The lock box must be located in the state of Ohio, but the processing of lock box contents may take place outside of the state of Ohio, And in accordance with the Executive Order Banning Offshore Services.

8. The Contractor is responsible for all costs related to the design and manufacture of fee collection paper products (e.g. envelopes, invoices, receipts, etc.) used for payment / collection of fees via Contractor's manual system. However, the State must approve the design of all paper products and the content of any information printed on these paper products.

9. When requested by the State to more efficiently and effectively administer the tracking and documentation of offender fees, the Contractor must develop additional electronic files, pursuant to the State's specifications, and transmit them to the State in the format and timeframes specified by the State.

10. The Contractor must verify the status of the Offender so as not to collect fees from offenders in these special statuses:

- Successfully terminated
- Unsuccessfully terminated
- AG closed cases
- Violator at large
- Incarcerated in a state or federal prison
- Deceased

5 AUTOMATED FEE PAYMENT / COLLECTION SYSTEM REQUIREMENTS

In order to improve the convenience of payment of fees for the offenders under APA supervision, offenders under non-APA supervision and others who may pay fees on the offender's behalf, such as offender family members and associates, the State requires an efficient automated payment system incorporating the maximum amount of electronic options, including but not limited to, credit cards, cash, electronic check, check cards and pre-paid debit cards. To maximize the efficiency of fee collection and the tracking , documentation and reporting of fee collection, the State requires that the automated payment system used to collect, process, track and document fees utilize an online Internet payment process and online, computerized swipe card kiosks (hereafter referred to as kiosks) and associated printers, which will be installed by the Contractor in numerous APA office and non-APA offices throughout Ohio that are identified by the State and thereafter maintained and supported by the Contractor.

For the purpose of this RFP, the components of the automated payment system are hereafter referred to collectively as the automated system.

The automated fee payment / collection process and the business flow required by the State can be summarized as follows:

A. In order to ensure proper fee payment / collect documentation and tracking, the Contractor must configure the automated system pursuant to the requirement provided by the State, to address Ohio's unique statewide offender centric criminal justice system. For example, the system must be configured to accommodate the different fees required for offenders under APA supervision and the single fee required for non-APA offenders collected via the automated system.

By way of a second example, the system must be configured to document and track fees for individual offenders who are under a concurrent term of APA supervision and one or more terms of non-APA supervision.

B. The automated fee payment/collection system deployed by the Contractor must deliver a "real time" experience for all authorized users, which means that, barring an emergency outage or non-emergency outage, the automated system must complete system transactions for authorized users at a speed that is instantaneous or near instantaneous from the point at which users initiate any approved requested transactions.

C. Irrespective of the previously noted service levels, the Contractor must ensure that all components of the automated system are operable and available for authorized users at least 98% of the time on a monthly basis.

D. The Contractor must notify the DRC point of contact, or designee, within two hours if any service outage occurs on any components of the Contractor's system or if any component of the system requires emergency maintenance that impacts any level of software or hardware service to the system. When a service outage extends beyond one (1) business day, the Contractor must keep the State informed and updated, at intervals required by the State, of the progress being made by the Contractor to resolve the service outage and restore the system to the authorized user access and availability required by the State. If an outage lasts more than 48 hours, and is not an emergency outside of the Contractor's control as determined by the State, the Contractor shall pay liquidated damages of \$500.00 for each 24 hour period or part thereof, beyond the agreed upon service levels.

E. All automated systems must employ secure user accounts, with a configuration mutually agreed upon by the State and the Contractor, for the offenders under APA supervision and others who may pay fees on their behalf. The Contractor is responsible for generating, managing, supporting and terminating all system user accounts.

F. The Contractor must purchase the appropriate broadband Internet Connectivity services from Internet Service Providers throughout Ohio to deploy and operate the required automated online fee payment / collection systems.

G. The Contractor is responsible for installing, maintaining and supporting all kiosks and related cabling and connection equipment deployed in up to twelve (12) APA offices throughout Ohio identified by the State for the payment/collection of supervision fees and other fees from APA offenders and others who may pay fees on the offender's behalf, and in up to ten (10) non-APA offices throughout Ohio identified by the State for the payment/collection of out-of-state transfer application fees from non-APA offenders and others who may pay fees on the offender's behalf.

The kiosks and all related cabling and connection equipment deployed by the Contractor must be durable and tamper-resistant and must meet the rigorous commercial-grade performance standards required for the DRC corrections operations environment, and the Contractor must provide written documentation that verifies that said kiosks and related cabling and connection equipment meet the required performance standards. The Contractor will be financially responsible if a kiosk(s) is broken into, funds stolen, or kiosk(s) stolen.

1. Kiosks must require only a standard 110v power outlet and broadband internet connectivity.
2. The kiosks must be user friendly and must facilitate a quick and easy method of paying fees and performing all other necessary user operation.
3. The kiosks must accept fee payments via cash, credit cards, debit cards and pre-paid debit cards.
4. Throughout the term of the Contract, the State and the Contractor may mutually agree to install

additional kiosks, printers and related cabling and connection equipment in additional APA offices and non-APA offices throughout Ohio identified by the State.

5. The Contractor is responsible for obtaining, installing, maintaining and supporting printers and the associated cabling, connection equipment and supplies, such as printer toner, to print payment receipts generated by the kiosks for kiosk users.
6. Printers must be compatible with the kiosks and the Contractor's system software.
7. The printers and associated cabling and connection equipment must be approved by the State and must meet rigorous commercial-grade performance standards required for the State of Ohio/DRC operations environment and the Contractor must provide written documentation that verifies that the printers meet the required performance standards.
8. Equipment must be configured for security hardening using state agreed upon hardening practices and must be PCI-DSS compliant. Devices will have tamper protection to prevent someone from installing credit card skimmers or tampering with the hardware within the kiosk.

H. Smaller APA offices and non-APA offices may not have the space to accommodate the kiosks, printers and related cabling and connection equipment deployed by the Contractor. Therefore, the Contractor must propose to provide additional automated fee payment/collection recommendations and options for these locations (e.g. swipe card readers, handheld computer tablets, other small computing devices, etc.) for the State's consideration and, in the case of non-APA offices, the consideration of non-DRC agencies and departments. A contract amendment, agreed upon by the State and the Contractor, must be completed before any additional automated fee payment/collection options are implemented in APA office or non-APA offices.

I. The Contractor is responsible for all software programming and configuration necessary to initialize, install, operate, implement, support and maintain the automated systems, including the software for the kiosks, the kiosks themselves and the associated printers.

J. The automated system must allow the offenders under APA supervision and offenders under non-APA supervision and others who may pay fees on the offender's behalf to use their secure user accounts or secure e-mail accounts to update online or at kiosks in APA offices and non-APA offices certain data fields approved by DRC that are associated with the individual offenders that owe fees, such as address, telephone numbers, etc.

K. The Contractor must have the ability to employ remote diagnostics to identify problems associated with the network, system and applications, including but not limited to kiosks, printers, related cabling and connection equipment.

L. The Contractor must keep kiosks, printers and related cabling and connection equipment in good working order pursuant to the standards required by the State and the specifications of the component equipment manufacturers.

M. The Contractor must provide all maintenance and support for all components of the automated system, including all kiosks, printers and related cabling and connection equipment deployed by the Contractor, and the Contractor is responsible for all costs (e.g. labor, material, services from third parties, etc.) related to said maintenance and support.

N. When any emergency or non-emergency on-site maintenance is required to keep kiosks, printers and related cabling and connection equipment in good working order and in compliance with the State's standards and the specifications of the various component equipment manufacturers, the Contract is responsible for scheduling the maintenance with DRC at least two (2) business days prior to the maintenance. The Contractor is responsible for all costs related to the completion of the maintenance, (e.g. labor, parts, materials, transportation, service from third parties, etc.).

O. The Contractor must assume all liability and responsibility for any and all damages to electronic or physical components of the automated system deployed in APA offices or non-APA offices.

P. No later than the first business day prior to the fifth day of each month, DRC must submit an

electronic APA Offender Fee Invoice File to the Contractor, generated from one or more of the DRC online, automated offender information tracking systems and in a format mutually agreed upon by the State and the Contractor (e.g. web service, file, etc.). The electronic file will contain information about the supervision fees and other fees owed by all offenders under the active APA supervision (e.g. name, identifying DRC number, complete address, supervision type, release type, status, current APA supervising unit designation, type of each fee owed, balance due for each fee owed, waiver approved for each fee owed, a do not send invoice indicator, etc.). The formula used to calculate the balance due for each fee owed by each offender on the APA Offender Fee Invoice File list will be provided to the Contractor so that the Contractor can invoice the correct amount of fees owed, print the appropriate paper invoice for each offender and continue to calculate fees paid and owed on an ongoing basis until all fees are paid or the offender is terminated from APA supervision.

Q. Upon receiving the electronic APA Offender Fee Invoice File, the Contractor must electronically update the various Contractor databases in the automated systems used to collect fees from offenders under APA supervision and others who may pay fees on the offenders' behalf.

R. Offenders under APA supervision or others who may pay fees on the offenders' behalf will remit fee payments via the automated systems and the Contractor must document, track and rectify all fee payments. In as much as the automated system operates in a "real time" computerized environment for authorized users, fees paid on any calendar day of a month, including any time during the last calendar day of the month, will be reported as paid for the month.

S. At intervals mutually agreed to by the State and the Contractor, the Contractor will submit an APA Offender Fee

Payment file to DRC, in an electronic format mutually agreed upon by the State and the Contractor documenting all fees paid, via the automated system, by all offenders under active APA supervision during the respective period (e.g. name, identifying DRC number, complete address, supervision type, release type, status, current APA supervising unit designation, type of fees owed, balance due for each fee owed, amount of fees paid for each fee owed, etc.).

T. At intervals mutually agreed to by the State and the Contractor, the Contractor will submit an Offender Out-Of-State Transfer Application Fee Payment file to DRC, in an electronic format mutually agreed upon by the State and the Contractor documenting all out-of-state transfer application fees paid, via the automated system, by APA and non-APA offenders during the respective period.

U. DRC will use the data contained in the APA Offender Fee Payment File and Offender Out-Of-State Transfer Application Fee Payment file provided by the Contractor to populate the appropriate DRC automated, online offender information tracking systems. The Contractor understands that the State may share the data contained in the Offender Out-Of-State Transfer Application Fee Payment file with non-APA agencies and departments that have an interest in the data.

V. When requested by the State to more efficiently and effectively administer the tracking and documentation of offender fees, the Contractor must develop additional electronic files, pursuant to the State's specifications, and transmit them to DRC in the format and timeframes specified by the State.

6 FEE DEPOSIT PROCESSING REQUIREMENTS

A. The Contractor must configure the featured software in the automated system in accordance with the State's fee deposit rules and policies, including but not limited to Rule 5120:1-1-02 (Supervision Fees) of the Ohio Administrative Code. The Contractor's software must notify the authorized system user that payment made for any fee, including supervision and other fees and out-of-state transfer application fees, and the associated processing fees are not refundable by the Contractor or the State.

B. At a minimum, at the time of any fee payment into the manual system or automated system, the Contractor must obtain and validate the fee payment depositor's name and billing address, including the zip code, and the offender's name, date of birth and last four (4) digits of the offender's social security number for whom the fee payment has been deposited.

C. The Contractor may charge up to, but no more than a \$3.00 processing transaction fee at any one manual or automated system fee payment / collection transaction. The amount of the fee will be evaluated for the purpose of award.

D. The Contractor is responsible for all funds paid by APA offenders, non-APA offenders and others who pay fees on the offenders' behalf. The State is not responsible for any charge-backs or fraud related to the payment/collection of offender fees in the Contractor's manual or automated system.

E. The State intends to eliminate the collection of fees via money order within the first year. However, during the first year of the Contract, the Contractor is responsible for processing and endorsing fee payment checks and money orders on behalf of the State, ensuring that all fee payment checks have available funds before including the fee payments with the Treasury deposit and before including the payment information on any electronic file or report.

F. The Contractor is responsible for the collection of insufficient funds from the payer, not from the State.

G. The Contractor is responsible for endorsing and depositing fee payments to the Offender Responsibility Fund of the State Treasury.

H. The Contractor is responsible for taking the necessary expedient steps to investigate research and report any fee-related questions, problems or issues as requested by the State.

I. The State is not responsible for, nor shall be a party to, the collection or dissemination of any data collected by or any fee payments entered into the Contractor's manual system or automated system.

J. Monies received by the Contractor's manual system by an APA offender, non-APA offender or others who may pay fees on the offenders' behalf for any required fee must be credited by the Contractor to the appropriate offender's account within three (3) business days of the receipt of the fee payment.

K. Monies paid into the Contractor's automated system by an APA offender, non-APA offender or others who may pay fees on the offenders' behalf for any required fee must be credited by the Contractor to the appropriate offender's account within twenty-four (24) hours of the fee payment.

L. Fee payments remitted to the Contractor via the Contractor's manual system by APA offenders, non-APA offenders or others who may pay the fees on the offenders' behalf, must be deposited electronically via ACH by the Contractor, less the Contractor's processing transaction fees, at no cost to the State, to the DRC, Division of Parole and Community Services designated fund within forty-eight (48) hours of the fee payments being processed by the Contractor.

M. Fee payments remitted to the Contractor via the Contractor's automated system by APA offenders, non-APA offenders and others who may pay fees on the offenders' behalf, must be deposited electronically via ACH by the Contractor, less the Contractor's processing transaction fees, at no cost to the State, to the DRC Division of Parole and Community Services designated fund within forty-eight (48) hours of the fee payments being made in the automated system by the authorized users.

7 NOTIFICATION AND ACTION FOR OFFENDER FAILURE TO PAY REQUIRED FEES

A. At intervals mutually agreed upon by the State and the Ohio Attorney General's Office, the State must submit an electronic Failure to Pay Fee File to the Ohio Attorney General's Office, Revenue Recovery Section, in a format mutually agreed upon by the State and the Ohio Attorney General's Office, containing the information mutually agreed upon by the State and the Ohio Attorney General's Office documenting offenders under APA supervision who failed to pay required fees during their period of supervision.

B. When offenders under APA supervision fail to pay any required fees and the period of the offender's supervision expires or otherwise terminates for any reason, other than death, the Contractor must notify the offender in writing, via U.S. Mail, of the total unpaid fee amount. The written, dated notification in a format mutually agreed upon by the State and the Contractor must contain at a minimum:

1. A history of the offender's fee payments by type of fee.
2. A demand that the offender made full payment of all outstanding fees within 45 calendar days of the date of the written notification.
3. An admonition if payment is not made in full within 45 calendar days, the State must certify the overdue fee payment amount and forward said certification to the Ohio Attorney General's Office, Revenue Recovery Section, where the Attorney General's Office will take the appropriate delinquent collection action.
4. The e-mail address and toll-free telephone number of the Contractor's Customer Service Center where the offender may contact the Contractor's account representatives to secure additional information or direction.

8 REPORT REQUIREMENTS

A. The Contractor must provide the State with a monthly report, in a format mutually agreed upon by the State and the Contractor, and containing information specified by the State, summarizing the e-mail and toll free telephone help line inquiries, problems, issues and disputes received by the Contractor and the manner in which the inquiries, problems, issues and disputes were resolved by the Contractor. The Contractor understands that the report may be shared with other Ohio agencies and department that have an interest in the successful execution of the Contract.

B. The Contractor must submit, on the last business day of each month, a Monthly Fee Report to the State or give online access to said report, in a format mutually agreed upon by the State and the Contractor, that contains aggregate and offender-specific fee-related information (e.g. total fees by type owed during the month, total fees by type paid via the manual system and automated system during the month and total fees by type that remain outstanding for the month, etc.).

The Contractor must submit, on the first business day of each month, an electronic Monthly Free Report to the State or give online access to said report, in a format mutually agreed upon by the State and the Contractor, that contains aggregate and offender-specific fee-related information generated from all APA and non-APA fees paid via the automated system (e.g. total fees by type owed during the month, total fees by type paid during the month and total fees by type that remain outstanding for the month, etc.). If mutually agreed upon by the State and the Contractor, this electronic Monthly Fee Report can be combined with the previously noted electronic Monthly Fee Report required for fee payments made via the manual process.

C. Both the State and the Contractor must submit a written report to the other party within a business day upon discovering any unauthorized intrusion, compromise, tampering, "hacking," etc. into the automated system or an misuse, destruction, damage, vandalism, tampering, etc. of any physical component of the automated system, including kiosks, printers and/or the related cabling and connection equipment in APA offices and non-APA offices.

D. The Contractor must send the State a real time e-mail notification, to the e-mail address stipulated by DRC, every time an offender accesses and uses the automated system to pay an out-of-state transfer application fee. In addition, the Contractor must provide the State with a daily on-line on-demand Out-of-State Transfer Application Report, in a format stipulated by the State, listing the offenders that have accessed and used the automated system to pay out-of-state application fee payments. At a minimum, the report must contain each offender's name, , offender's date of birth, each offender's authority of jurisdiction (i.e.; whether the offender is under APA supervision or non-APA supervision), each offender's complete Ohio address, each offender's complete requested out-of-state transfer address, the name of the person remitting the fee payment if different than the offender, the fee amount paid by each offender or other person who may pay fees on the offender's behalf and the date the fee was paid by each offender or other person who may pay fees on the offender's behalf. The report must be printable and exportable to the various formats required by the State.

E. The Contractor must provide the State with a daily online on-demand Summary Offender Fee Transaction Report, in a format stipulated by the State, listing the fees paid that day for offenders via each component of the Contractor's automated system. At a minimum, the report must list the offender name, offender OCSS number, type of each fee payment deposit, component of the automated system used to make each fee payment deposit, time of each fee payment deposit and amount of each fee payment deposit. Kiosk fee payment deposits must also include the kiosk locations.

F. When requested by the State to more efficiently and effectively administer the tracking and documentation of offender fees, the Contractor must develop additional reports, pursuant to the State's specifications, and provide them to the State in the format and timeframes specified by the State.

9 CONTRACTOR INCENTIVES

The State is willing to pay incentives to the Contractor, at specific intervals during the Contract, for additional efforts expended by the Contractor outside the requirements of the Contract to increase the collection of APA offender supervision fees. Incentives, including the target amounts, will be established by the State during each year of the Contract.

The Supervision Fees Collected in the last 5 years are as follows:

2014	\$720,945.74
2013	\$750,831.49
2012	\$721,267.13
2011	\$798,046.89
2010	\$904,413.06

The State will use a five-tiered increase in APA offender supervision fees for the first year of the Contract. The target increase range represents 7% - 35% increase over the average amount of total fees collected during the previous five fiscal years.

<u>Collection</u>	<u>Compensation</u>	<u>Total Fees</u>	<u>Incentive</u>
<u>Increase Goals</u>	<u>Increased</u>	<u>Collected</u>	<u>Payout</u>
7%	1%	\$833,637.92	\$545.37
14%	2%	\$888,174.98	\$2,181.48
21%	3%	\$942,712.04	\$4,908.34
28%	4%	\$997,249.10	\$8,725.93
35%	5%	\$1,051,786.16	\$13,634.27
42%	5%	\$1,106,323.22	\$16,361.12

The total amount of fees collected from the last five years is \$3,895,504.31. That total divided by 5 = the average amount of total fees collected per year or \$779,100.86. To calculate the target for the 5% incentive, we are taking the 5 year average and adding 35% (\$779,100.86 x 1.35). Therefore, in the event the contractor reaches \$1,051,786.16, the contractor shall be eligible to collect an incentive fee of 5% of the incremental increase of total collected fees for that year which is .05 times (\$1,051,786.66 - \$779,100.86) or \$13,634.27. In the event the actual total collected fees exceed 35% of the average total collected fees, the contractor shall be eligible for 5% of the incremental increase of total collected fees for that year. The incentive fee shall be paid within 90 days of proof of collection.

In subsequent years of the Contract, the targeted increases will be established by the State and the State shall inform the Contractor of the targeted increase (based on past performance).

In order to be considered for payment of incentives, the Contractor must provide the State with an annual detailed written proposal, on a date required by the State, that:

- A. Identifies the specific additional efforts the Contractor will take and the specific resources the

Contractor will deploy in the upcoming year to meet the targeted increase in APA offender supervision fees.

B. Itemizes the additional costs necessary to expend the additional efforts and resources to attain the targeted increase in fees collected. All proposed methods will be reviewed for consideration by the State prior to implementation.

Any changes to incentive payments shall be made via an annual amendment to the Original Contract upon mutual agreement.

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

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 Project Plan must allow sufficient time for the State's staff to review 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.)

Kick Off Meeting. The Contractor, in conjunction with State staff, must plan and conduct a Project kickoff meeting.

The Contractor in collaboration with the State will initiate the project with a mobilization effort for the first 15 days of the project, followed by the project kick-off event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations and ensure the Contractor's understanding of their commitment to deliver the proposed solution for the project. The Contractor must also work with the State on establishing acceptance criteria prior to submitting a deliverable.

The Contractor in conjunction with the State must develop and deliver a presentation to the sponsors, key stakeholders and core project team after the mobilization effort. At a minimum, the presentation must include a high level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach, and tools to achieve the goals;
- Roles, responsibilities, and team expectations;
- Tasks, Deliverables, Milestones and significant work products; and
- Contract content review.

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.

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

Project Plan:

- Project Integration,
- Project Scope,
- Project Time,
- Project Quality,
- Project Staffing,
- Project Communications,
- Project Risk, and
- Project Procurement;
- System Development Plan:
 - Conversion plan,
 - Testing plan (to include all test scripts and data required to test to the lowest level),

- Benchmark plan,
- Implementation plan,
- Training plan (for users, technical staff),
- System implementation plan,
- Change management plan,
- Transition (including system transition strategy, procedures),
- Quality Assurance, Configuration Management.

The Contractor must develop these plans from information the State's Project personnel provide. These State personnel have varying percentages of their time to devote to this Project, and the Contractor must consider their time commitments to the Project in creating the Project schedule and when obtaining information from State staff to create the above plans.

Project Review Check Point. Upon completion of the baselined Project Plan and on a quarterly basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to the State Project governance structure. At a minimum, the presentation must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget and schedule;
- Any changes to Key named resources assigned to the Project;
- Project readiness including key issues and risk from their current status;
- Project Status including variance from baseline for key milestones, tasks, deliverables (Significant work products) and project closure;
- Methodology, approach, and tools to achieve the Project goals (inventory and status of completeness and agreement for documented project management and implementation approaches. I.e., Project management plan, communication plan, requirements traceability, implementation approach and methodology); and
- Roles, responsibilities, and team expectations.

Upon completion of the presentation, the State will immediately assess the health of the project and determine next steps for moving forward with the Project, within one week of the meeting, which may include the following:

- Continue the Project;
- Terminate the Contract; or
- Suspend the Contract.

If the State determines the health of the Project is unacceptable during the Project review Check Point, the Contract may be terminated for cause without any compensation for work performed. See Suspension and Termination language in Attachment Four for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project Reviews conducted by the State on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

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.

The Contractor's Fee Structure. Each offeror must complete a Cost Summary Form.

Reimbursable Expenses. None; there will be no additional reimbursement for travel or other related expenses. The State will not be responsible for any costs not identified.

Bill to Address. Ohio Department of Rehabilitation and Correction
Office of Administration
c/o Division of Adult Parole Authority
770 W. Broad Street
Columbus, OH 43222

Location of Data. All State data must be maintained onsite at the Agency, or at a regulated State of Ohio facility under the supervision of Ohio OIT and/or another state agency approved and authorized by the Agency. Subject to Executive Order 2011-12K, all services must be performed within the United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this RFP document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, **styles** or shaded backgrounds, so long as the use of these formats are consistent (**font size 10**) throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

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

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

Example of acceptable in-line section response (in blue italics below):

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.

Offeror Response: Offeror describes how it will address the Assumptions section within the Proposal.

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:

Technical Proposal

- Supplier Information Form
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description

Minimum Financial Requirements
Offeror Profile Summary Forms
Personnel Profile Summary Forms
Proposed System Solution
Staffing Plan
Time Commitment
Assumptions
Project Plan
Support Requirements
System Development Life Cycle Overview
 System Requirements Affirmation
 Design
 Development & Testing
 Documentation & Training
 System Deployment and Post-Deployment
Equipment and System Elements
Pre-Existing Materials
Conflict of Interest Statement
Proof of Insurance
Payment Address
Legal Notice Address
W-9 Form
Standard Affirmation and Disclosure Form (EO 2011-12K)
Affirmative Action
Attachment Four Acceptance – General Terms and Conditions

Cost Proposal

Cost Summary (must be separately sealed)

Supplier Information Form. The offeror must submit a signed and completed Supplier Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://ohiosharedservices.ohio.gov/SuppliersForms.aspx> in the Supplier Forms section.

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 Certification Form. 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.

Minimum Financial Requirements. If the offeror has audited financial statements, it must provide them for the past three years. If the offeror's most recently completed fiscal year is not yet audited, the

previous three years may be acceptable. If the offeror has no audited financial records, it may submit its financial statements for the last three years without an auditor's certification.

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

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

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

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

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

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Eight to this RFP, for each reference.

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

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

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

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

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

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

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

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

- Candidate's Name.
- Contact Information. The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described,

including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

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

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

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

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

Proposed System Solution. The offeror must describe in detail how its proposed solution meets the functional and technical requirements as documented in Attachment Two, Supplement Three, and this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

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

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 (including years of experience) in this RFP;
- An organizational chart including any subcontractors and key management and administrative personnel assigned to the project;

- 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.

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for this Project during each phase of the System Development Life Cycle. 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 Project and what the Contractor must do to get the Project 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 Project. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Project control.

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

- Description of the Project management approach;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work breakdown structure as a baseline scope document that includes Project elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- Detailed Project schedule for all Project Deliverables and milestones. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- High-level subsidiary Project management plans:
 - Integration management,
 - Scope management,

- Schedule management,
- Cost management,
- Quality management,
- Staffing management,
- Communications management, and
- Risk management (including constraints and assumptions, planned responses and contingencies);
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

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.

System Development Life Cycle Overview. The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must describe the System Development Life Cycle phases, including the activities, milestones, and Deliverables associated with each phase. These phases must be consistent with the proposed system development methodology to effectively plan, organize, control, and manage this Project. The description must be sufficiently detailed to demonstrate the offeror's knowledge and understanding of the Project. The description may define other activities or Deliverables that are not Project requirements but that the offeror deems necessary or appropriate. If additional activities or Deliverables are included, the offeror must describe them in detail and explain why the offeror recommends them. The offeror must make the System Development Life Cycle steps as complete and detailed as possible by including key activities and Deliverables for at least the following System Development Life Cycle Phases:

- Requirements,
- Design,
- Development,
- Testing,
- Documentation and Training,
- Deployment, and
- Post-Deployment.

System Requirements Affirmation. The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for the Project.

Design. The offeror must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The offeror

must depict the design in sufficient detail to allow the State to verify that the design meets all the requirements in this RFP.

The offeror must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the offeror's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

Development and Testing. The offeror's Proposal must describe the offeror's development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

Documentation and Training. The offeror must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the offeror will use to train the State Project staff on the offeror's system development methodology.

System Deployment and Post-Deployment. The offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. The offeror also must describe its approach to installation and maintenance.

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

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

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

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. A current version of the Internal Revenue's W-9 form is available at <http://ohiosharedservices.ohio.gov/SuppliersForms.aspx> in the Supplier Forms section.

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Ten) as part of its Proposal.

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed at:
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>.

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

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four. The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP.

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 built into the Fee per Transaction described on Attachment Thirteen: Cost Summary Form.

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

The Contractor must 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 must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the 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 June 30, 2017. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before or after termination or limit the State's rights in such.

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

The 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 Total Cost price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the Total Cost 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 any fee per transaction plus any incentive compensation 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.

Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State's sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

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.

The State may pay any part of the price identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial Software with a license agreement substantially in the form of Attachment Eleven, payment of any license or support fees will be governed exclusively by that license agreement.

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, liquidated damages or claims for damages, 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. If the State assigns an IV&V contractor to the Project, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. 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 must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. 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 Work provided by the Contractor to the State. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work. State audit rights will apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that will remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final Work products and deliverables; any partial or incomplete Work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract.

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 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 Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. 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 Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage

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 in full or in part 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 in full or in part 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 Contractor fails to deliver Deliverables or provide satisfactory services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor will be entitled to the Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor is the Contract had been fully performed. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending in full or in part 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.

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 Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). 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 Fee 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 Fee 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 CONTRACTOR ACKNOWLEDGEMENT. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

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

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

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

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

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

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

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

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

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

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are

nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

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

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

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 projected or actual cost of all products/ services per fiscal year 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.

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

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

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Equipment Maintenance. If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as

well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

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

Equipment Maintenance Continuity. This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the

Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

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

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

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

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

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

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

PART SIX: CONSTRUCTION

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

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

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

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

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

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

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

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

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

Time is of the Essence. The Contractor hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the parties.

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

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

Equal Employment Opportunity. The Service Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

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.

Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K). The Service Provider affirms it has read and understands Executive Order 2011-12K and will abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for Services the Service Provider performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided the State in this Agreement.

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

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 DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP #0A1156, entitled Community Offender's Fees Management and Services Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Department of Rehabilitation and Correction, and _____ (the "Contractor").

This Contract consists of:

1. The one page Contract (Attachment Five) in its final format; and
2. The State's Community Offender's Fees Management and Services Project Negotiated Contract dated MONTH, DAY, 2016 which includes the referenced RFP, and the Best and Final Offer (BAFO).

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

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

This Contract has an effective date of the later of _____, 2016, 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 NAME

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

SAMPLE – DO NOT FILL OUT

By: _____
Title: _____
Date: _____

By: Robert Blair
Title: Director
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.

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

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

Signature

Name

Title

Company Name

Company D-U-N-S Number

ATTACHMENT EIGHT: OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

MANDATORY REQUIREMENT: Within the past sixty (60) months, the offeror must have implemented an automated system which processed at least 30,000 payments in a year.

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Project Name:	Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Describe Related Service Provided:		
Describe how this project relates to the scope, complexity and size of this Project:		

ATTACHMENT EIGHT: OFFEROR PROFILE SUMMARY

OFFEROR REQUIREMENTS

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

REQUIREMENT: Within the past sixty (60) months, the offeror must demonstrate experience successfully implementing an Automated Fee Collection System.

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Project Name:	Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Describe Related Service Provided:		
Describe how this project relates to the scope, complexity and size of this Project:		

ATTACHMENT EIGHT: OFFEROR PROFILE SUMMARY

OFFEROR REQUIREMENTS – continued

Note: The offeror may duplicate this form as necessary to demonstrate the requirement.

REQUIREMENT: Within the past sixty (60) months, the offeror must demonstrate experience successfully operating a Customer Service Center supporting the collection of fees.

Company Name:	Contact Name: (Indicate Primary or Alternate)	
	Contact Title:	
Company Address:	Contact Phone Number:	
	Contact Email Address:	
Project Name:	Beginning Date of Experience (month/year):	Ending Date of Experience (month/year):
Describe Related Service Provided:		
Describe how this project relates to the scope, complexity and size of this Project:		

ATTACHMENT NINE: PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES

NOTE: The Candidate References forms provided here are only required for the key personnel role documented in this RFP, Project Manager. For other proposed roles to be staffed in the offeror's staffing plan, please provide professional resumes, which include the candidate's education and professional training history.

<p>Candidate's Name:</p> <p>Project Role: PROJECT MANAGER</p>
--

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

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

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

Candidate Reference #1

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Project Name:	Beginning Date of Employment (month/year):	Ending Date of Employment (month/year):
	Description of services provided that are in line with those to be provided as part of this Project:	
Description of how client project size and complexity are similar to this project:		

ATTACHMENT NINE: PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES - continued

Candidate's Name:

Candidate Reference #2

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Project Name:	Beginning Date of Employment (month/year):	Ending Date of Employment (month/year):
Description of services provided that are in line with those to be provided as part of this Project:		
Description of how client project size and complexity are similar to this project:		

Candidate Reference #3

Client Company Name:	Client Contact Name: (Indicate Primary or Alternate)	
	Client Contact Title:	
Client Company Address:	Client Contact Phone Number:	
	Client Contact Email Address:	
Project Name:	Beginning Date of Employment (month/year):	Ending Date of Employment (month/year):
Description of services provided that are in line with those to be provided as part of this Project:		
Description of how client project size and complexity are similar to this project:		

ATTACHMENT NINE: PERSONNEL PROFILE SUMMARY

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

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

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

ATTACHMENT TEN: STANDARD AFFIRMATION AND DISCLOSURE FORM

Executive Order 2011-12K



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

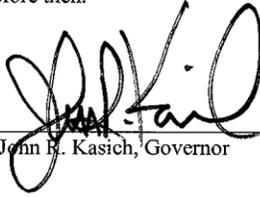
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

ATTACHMENT TEN: STANDARD AFFIRMATION AND DISCLOSURE FORM

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore
Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Name/Principal location of business of Contractor:

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

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

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

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

2. Name/Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT ELEVEN: EXAMPLE OF GENERIC DATA SHARING MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU)

Data File Sharing
Between
State of Ohio
Department of Rehabilitation and Correction
And
<Company Name>

THIS MEMORANDUM OF UNDERSTANDING (MOU), effective <Month, Day, Year.> entered into by and between the Ohio Department of Rehabilitation and Correction, 770 West Broad Street, Columbus, Ohio 43222 (hereinafter referred to as “the ODRC) and the <Company Name> (hereinafter referred to as “the Service Provider”), establishes a data sharing agreement in order to provide information for the <name of program.>

ODRC and Contractor are also individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, *<description of purpose for data sharing and program>*; and

WHEREAS, The ODRC will upload *<description of what is to be uploaded and frequency of upload>*; and

WHEREAS, The Service Provider will use this data to *<description of service provider useage;>*
and

WHEREAS, The Service Provider shall send email notification to ODRC that their output file is available for download; and

WHEREAS, All uploading and transmission of data shall be in accordance with ODRC loading and transmission requirements; and

NOW, THEREFORE, the Parties in consideration of the mutual promises and covenants contained herein agree to the following terms and conditions:

MOU Term, Modification and Termination

This MOU continues until terminated by either Party upon thirty (30) days advanced written notice to each party’s identified contact (see below.)

Either Party to this MOU may request of the other Party, in writing, a modification or amendment to this MOU. The Party receiving the request shall have thirty (30) calendar days to respond to the request. Such modification or amendment to this MOU shall become effective only when signed and dated by duly designated representatives of the Parties.

ODRC Responsibilities

ODRC will deliver *<description of data>* to the Contractor in an electronic file via web-based SFTP.

ODRC will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with the Contractor.

In the event ODRC makes changes to data transfer routes or file format that may impact the quality or delivery of information, ODRC shall identify and communicate said change to the point of contact for the Contractor.

Service Provider Responsibilities

The Service Provider agrees to use the database file information solely for the purpose described herein.

The Service Provider will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with ODRC.

The Service Provider will maintain the database only on secured computer systems.

The Service Provider will obtain confidentiality agreements from all those persons who have access to the data to not disclose SFTP or electronic file information to the public and to use said information only for purposes of this MOU unless ODRC approves otherwise.

Applicable Law

This MOU is made pursuant to and shall be construed and interpreted in accordance with the applicable law of the state of Ohio.

Entire Agreement

This MOU constitutes the entire agreement between the Parties.

The Parties agree that the exchange of information shall be conducted without charge to either Party.

Assignment

Neither Party shall assign this MOU without prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto do execute this MOU on the dates set forth below.

Date:
Signature

Date:
Signature

Name and Title for Service Provider

Name and Title for the ODRC
Ohio Department of Rehabilitation & Correction

APPROVED AS TO FORM:

Date:
Legal Counsel
Ohio Department of Rehabilitation & Correction

ATTACHMENT TWELVE: ADULT PAROLE AUTHORITY LOCATIONS

Akron Region

Akron Regional Office

161 S. High Street, Suite 104
Akron, Ohio 44308
(Akron Units 1-3)

New Philadelphia District Office

821B Anola Avenue
Dover OH 44622
(New Philadelphia Unit 1)

Youngstown District Office

242 West Federal Street, Suite
402
Youngstown, Ohio 44503
(Youngstown Units 1, 2, 3)

Canton Office

201 Cleveland Avenue, S.W., Suite
L100
Canton, Ohio 44702
(Canton 1, 3)

Painesville

84 North State Street
Painesville, Ohio 44077
(Painesville Unit 1)

Huron Office

38 South Park Street
Mansfield, Ohio 44902

Trumbull Office

242 West Federal Street, Suite 402
Youngstown, Ohio 44503

Cincinnati Region

Cincinnati Regional Office

7710 Reading Road, Suite 210
Cincinnati, Ohio 45237
(Cincinnati 1-3, 5, 6)

New Butler

415 South Monument Street
Hamilton, Ohio 45011

Hillsboro 1

100 South High Street, 1st Floor
Hillsboro, Ohio 45133

Chillicothe 1

16643 State Route 104
Chillicothe, Ohio 45601

Lebanon 2

320 East Silver Street
Lebanon, Ohio 45036

Cleveland Region

Cleveland Regional Office

615 Superior Avenue Northwest
Cleveland, Ohio 44113-1880
(Units 1, 2, 3, 4, 5, 8, and 10)

Lorain Office

631 Griswold Road
Elyria, Ohio 44035
(Lorain Units 1-3)

Columbus Region

Columbus Regional Office

770 West Broad Street, 1st Floor
Columbus, Ohio 43222
(Columbus Units 1-5, 7, 8)

Washington 1

Washington County Courthouse
205 Putnam Street, 1st Floor
Marietta, Ohio 45750

Portsmouth 1

Scioto County Courthouse
602 Seventh Street, Room 5E
Portsmouth, Ohio 45662

**ATTACHMENT TWELVE
ADULT PAROLE AUTHORITY LOCATIONS (CONT'D)**

Hocking 1/Hocking 2
54 South Market Street
Logan, Ohio 43138

Athens 1
1005 East State Street
Athens, Ohio 45701

Dayton Region

Dayton District Office
1901 S. Gettysburg Avenue
Dayton, Ohio 45418
(Montgomery Units 1, 2, 3)

Richland Office
38 South Park Street
Mansfield, Ohio 44902

Urbana 1
APA Champaign
County Court House
200 N. Main St
Urbana, Ohio 43078

Marysville 2
18000 SR 4 Suite C
Marysville, Ohio 43040

Springfield 1
17 West Johnny Lytle Avenue
Springfield, Ohio 45506

Troy 1
201 West Main Street
Troy, Ohio 45373

Lima Region

Lima Regional Office
137 W. North Street
Lima, Ohio 45801
(Lima Units 1-3)

Seneca Office
111 N. Washington Street
Tiffin, Ohio 44883
(Seneca Unit 1)

Defiance Office
418 West Auglaize
Defiance, Ohio 43512

Crawford Office
112 East Mansfield Street, Suite 203
Bucyrus, Ohio 44820
(Crawford Unit 1)

Toledo District Office
One Government Center, Rm 1013
Toledo, Ohio 43604
(Toledo Units 1, 2)

Explanation of Offices

Regional Office - Headquarters covering several APA field offices located in a particular geographic area, referred to as a region, which includes one or more counties. A regional administrator is assigned to this location and is responsible for day to day operations for all employees reporting to this position, including staff assigned to district, satellite and county facilities. The office is comprised of several parole units providing supervision services to offenders. Additional employees headquartered at this location include ancillary service staff and support staff. The Division provides office space, furniture and equipment for the use of the employees housed at this location.

District Office - A field office comprised of one or more parole units assigned to a particular region determined by geographic location. The primary function of the office is to provide supervision services to offenders in their assigned county or counties. Support staff is also located at these facilities. The Division provides office space, furniture and equipment for the use of the employees housed at this location.

Satellite/County Office - A field office comprised of one or more parole units assigned to a particular region determined by geographic location. These offices were created due to the distance between staff headquarters and the location where the offenders live. There may or may not be support staff housed at these locations. In some cases, the County provides office space, furniture, equipment and support staff to the employees. Other locations the Division provides the space, furniture and equipment.

Gratis Sites - A location where a parole officer can conduct offender interviews or schedule office visits in the county where the offender lives. There are no agreements in place for the use of space, services, equipment, or furniture. The officer develops a rapport with different criminal justice agencies, such as the county courthouse, sheriff's office, or county jail, and is allowed to use their space to conduct business.

ATTACHMENT THIRTEEN: EXAMPLE OF GENERIC DATA SHARING MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU)

Data File Sharing
Between
State of Ohio
Department of Rehabilitation and Correction
And
<Company Name>

THIS MEMORANDUM OF UNDERSTANDING (MOU), effective <Month, Day, Year.> entered into by and between the Ohio Department of Rehabilitation and Correction, 770 West Broad Street, Columbus, Ohio 43222 (hereinafter referred to as "the ODRC) and the <Company Name> (hereinafter referred to as "the Service Provider"), establishes a data sharing agreement in order to provide information for the <name of program.>

ODRC and Contractor are also individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, *<description of purpose for data sharing and program>*; and

WHEREAS, The ODRC will upload *<description of what is to be uploaded and frequency of upload>*; and

WHEREAS, The Service Provider will use this data to *<description of service provider useage;>* and

WHEREAS, The Service Provider shall send email notification to ODRC that their output file is available for download; and

WHEREAS, All uploading and transmission of data shall be in accordance with ODRC loading and transmission requirements; and

NOW, THEREFORE, the Parties in consideration of the mutual promises and covenants contained herein agree to the following terms and conditions:

MOU Term, Modification and Termination

This MOU continues until terminated by either Party upon thirty (30) days advanced written notice to each party's identified contact (see below.)

Either Party to this MOU may request of the other Party, in writing, a modification or amendment to this MOU. The Party receiving the request shall have thirty (30) calendar days to respond to the request. Such modification or amendment to this MOU shall become effective only when signed and dated by duly designated representatives of the Parties.

ODRC Responsibilities

ODRC will deliver *<description of data>* to the Contractor in an electronic file via web-based SFTP.

ODRC will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with the Contractor.

In the event ODRC makes changes to data transfer routes or file format that may impact the quality or delivery of information, ODRC shall identify and communicate said change to the point of contact for the Contractor.

Service Provider Responsibilities

The Service Provider agrees to use the database file information solely for the purpose described herein.

The Service Provider will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with ODRC.

The Service Provider will maintain the database only on secured computer systems.

The Service Provider will obtain confidentiality agreements from all those persons who have access to the data to not disclose SFTP or electronic file information to the public and to use said information only for purposes of this MOU unless ODRC approves otherwise.

Applicable Law

This MOU is made pursuant to and shall be construed and interpreted in accordance with the applicable law of the state of Ohio.

Entire Agreement

This MOU constitutes the entire agreement between the Parties.

The Parties agree that the exchange of information shall be conducted without charge to either Party.

Assignment

Neither Party shall assign this MOU without prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto do execute this MOU on the dates set forth below.

Date:
Signature

Date:
Signature

Name and Title for Service Provider

Name and Title for the ODRC
Ohio Department of Rehabilitation & Correction

APPROVED AS TO FORM:

Date:
Legal Counsel
Ohio Department of Rehabilitation & Correction

ATTACHMENT THIRTEEN: COST SUMMARY

Note: This RFP only provides an estimate of the State's yearly transactions. No guarantee is made of any specific amount to be purchased. All project costs must be included in the proposed Fee per Transaction. No project costs will be paid separately. The Contractor will be paid on a monthly basis for verified transactions during the previous month at the proposed Fee per Transaction as identified on this form.

For evaluation purposes, the Offeror's Grand Total Cost must be the price per transaction (up to three decimal points), based upon the number of transactions and months indicated in the table below. The price per transaction must include all project costs, including any required licenses, system integration, programming, training, maintenance, consumables, and services specified in this RFP.

	Fee per Transaction	Estimated transaction (for evaluation purposes)	Total Cost
Twelve (12) months using manual process	\$	x 50,000	\$
First twelve (12) months using automated process	\$	x 50,000	\$
Second twelve (12) months using automated process	\$	x 50,000	\$
Third twelve (12) months using automated process	\$	x 50,000	\$
		Grand Total Cost (for evaluation purposes)	\$