

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1160

DATE ISSUED: September 4, 2015

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

INTERNATIONAL REGISTRATION PLAN (IRP)

INQUIRY PERIOD BEGINS: September 4, 2015

INQUIRY PERIOD ENDS: September 25, 2015

OPENING DATE: November 2, 2015

OPENING TIME: 1:00 p.m.

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

This RFP consists of 5 parts and 10 attachments, totaling 82 consecutively numbered pages.

Supplements may also be attached to this RFP. 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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1. Executive Summary

1.1. Purpose.

This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Public Safety (ODPS) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the provision and operation of a full service International Registration Plan (IRP) (the “Work”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the 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 additional two-year term(s), with two optional one-year renewal periods, 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 ODPS.

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

1.2. Background.

The International Registration Plan (IRP) is mandated by the Federal Government under the Intermodal Surface Transportation Efficiency Act of 1991. The IRP is a registration program for interstate trucking companies and carriers. The IRP is a means for carriers to register vehicles in their home (base) jurisdiction for all participating jurisdictions. Licensing fees are apportioned and paid to a carrier’s base jurisdiction according to the percentage of miles traveled in each member jurisdiction. This revenue is then distributed among jurisdictions. The program enables participating jurisdictions to provide mutual assistance in the administration and collection of vehicle registration information and fees. Ohio joined the IRP in 1991.

Ohio Revised Code (ORC), Section 4501.02 states, “The Registrar also shall in accordance with section 4503.61 of the Revised Code, take those steps necessary to enter this state into membership in the International Registration Plan (“IRP”) and carry out his other duties under that section.” Section 4503.61 states, “In accordance with Chapter 119 of the R.C., the registrar of motor vehicles shall adopt rules for the apportioned registration of fleets of vehicles under the international registration plan.”

The Department of Public Safety, Bureau of Motor Vehicles (ODPS/BMV), by law, shall issue apportioned IRP credentials to Ohio interstate carriers. The BMV must capture and retain transaction data pertinent to Ohio and all IRP jurisdictions. The BMV must distribute the Ohio portion of the IRP revenue as well as the revenue collected for other jurisdictions. Such distributions will be made according to the ORC, Section 4501.044 and the International Registration Plan, Article XII. See **Supplement 1 – References**.

The current Contractor providing the outsourcing services maintains the IRP database including the current and previous registration years. There are provisions in the current contract requiring the Contractor to archive electronic media for a period of not less than four (4) years. This database supports and will continue to support all Contractor activity required to meet contractor obligations for operating the Ohio IRP. In addition, it supports and will continue to support State information needs as currently established and as restated or modified in this RFP. Ohio requires daily electronic transmissions of the previous day's IRP transactions. See **Supplement 2 – Current and Proposed Forms and Report Layouts**.

The IRP process must maintain a table including approximately 2,300 Ohio taxing districts, and calculate the appropriate taxes per district. The BMV distributes the IRP revenue collected to taxing districts throughout the state of Ohio. When Ohio joined the IRP, it was known that the process of collecting apportioned revenue would reduce the distribution to Ohio's taxing districts and counties. To compensate for the reduction in revenue the R.C., Section 4501.044 Paragraph (B) requires the calculation, tracking and redistribution per taxing district and compensating such reductions with revenue Ohio collects from other IRP jurisdictions. The current IRP Contractor provides this tracking. The data is included in the daily transmission.

The IRP Office maintains a table including 2,300 Ohio Taxing Districts. The BMV can provide the Ohio Taxing District information in ASCII TEXT FILE format. The table must be loaded by the Contractor to their system to assign the appropriate taxing district to each IRP registration and to calculate the appropriate tax per district. See Sample of 4-digit taxing district number in **Supplement 3 - Taxing District Code Book**.

In 2012 HB 114 was passed amending R.C. 4503.62 and Ohio Administrative Code (OAC) 4501:1-8-10 tasking the ODPS/BMV with implementing an Ohio Commercial Online Registration System (OHCORS) for customers who have apportioned commercial vehicles.

1.3. Objectives.

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

The overall objective is to provide the most cost effective and efficient full service IRP operation available to our customers.

The Contractor must provide software to calculate IRP fees according to the laws and requirements of each IRP jurisdiction. It is essential that the IRP calculations are accurate and in compliance with the IRP Plan and any legislative changes required. The Contractor will be responsible for any reimbursement (to Ohio and or any other jurisdictions) due to miscalculations stemming from their program(s), adjustment(s) or fee schedule(s) throughout all Contract terms. The Contractor must provide the hardware to issue all types of IRP transactions. The Contractor must also provide vehicle registration and financial data as required by the Ohio Revised Code and the International Registration Plan. [ORC Sections 4501, 4503 and 4504, International Registration Plan Articles III - XII]. The Contractor must provide an online service component and mail renewal process that provides options for the customer to conduct certain transaction types. The Contractor is required to provide inquiry capabilities and be able to print IRP credentials as well as reports. The Contractor must provide a testing system that allows ODPS/BMV access to fulfill certain test requirements prior to and during each part(s) of each phase, as well as the beginning, middle and end of implementation. The Contractor must implement and maintain such hardware and system software for the life of the contract. The Contractor must provide the facility, furnishings, hardware, software, office equipment and personnel to operate a Main Office located in the Columbus Metropolitan Area. The Contractor is responsible for all costs associated with establishing and

operating the Main Office. The State will provide the facility for four (4) IRP Regional Offices. See **Supplement 4 – Regional Office Sites and Main Office Connectivity**.

The Contractor must be in compliance with Commercial Vehicle Information Systems Network (CVISN) [see **Supplement 5 - CVISN**], and Performance and Registration Information Safety Management (PRISM) [see **Supplement 6 - PRISM**]. The Contractor, at their expense, is required to maintain compliance with all rules and regulations to provide full IRP services. The Contractor, at their expense, must maintain compliance with the American Association of Motor Vehicle Administrators (AAMVA), IRP Inc., and all other industry standards and best practices for all operations. Contractor shall meet all legislative mandated fee changes to the vehicle registration process at no additional cost to the State (BMV). The Contractor shall meet all legislative mandates for plate changes in imagery, design and layout, online, and over the counter at no additional cost to the State (BMV). Contractor must, and is expected to provide improvement recommendations to the IRP process. Contractor must provide a cashiering system to invoice, collect and record fees [see **Supplement 12 – Banking and Depositing Requirements**]. Contractor must maintain security of the system and any required updates as needed, at the Contractor's expense, to ensure circuit connectivity to any branch offices. Any routine maintenance or monthly maintenance is the sole responsibility of the Contractor.

Guidelines for Compliance of Proposed IRP Systems with Ohio Revised Code and satisfactory accomplishment of Ohio IRP Objectives:

This section is intended to provide prospective offerors guidance to formulate their proposals so that operations and systems proposed will be in accordance with the Ohio Revised Code and to meet Ohio IRP objectives. All portions of the Ohio Revised Code impacted by the adoption of the IRP system are shown below:

AN ACT: To amend sections 4501.01, 4501.02, 4501.03, 4502.02, 4503.03, 4503.04, 4503.08, 4503.10, 4503.103, 4503.19, 4503.21, 4503.22, 4503.31, 4503.33, 4503.37, 4503.38, 4506.01, 4506.02, 4506.12, 4506.13, 4549.18, 5728.06, and 5735.31 and to enact sections 4501.044, 4501.045, 4503.042, 4503.60 to 4503.66, 5703.12, and 5728.05 of the Revised Code to authorize the adoption of a reciprocal registration agreement known as the International Registration Plan, to make miscellaneous changes related to farm vehicles, classes of commercial driver's licenses, and provisional commercial driving permits, and to make an appropriation.

The Ohio Revised Code citations are shown only for completeness with respect to IRP compliance in the area of legislative actions. It is not expected that offerors have intimate knowledge of every section of the law. What is important is for every prospective offeror to be aware of the International Registration Plan, guidelines, and procedures that will ensure compliance to the Ohio Revised Code with respect to the IRP system proposed. In this context there are several documents referenced in this RFP that are pertinent to ensuring compliance.

In order to reduce the amount of reference material contained in this RFP, reference information is listed in **Supplement 1 - References**. Prospective offerors that are members of International Registration Plan, Inc. may access these documents at the web address provided in the attachment. Listed below are some sections of the reference material that are of secondary importance and a short explanation as to why they are considered of secondary importance.

The complete International Registration Plan (referred to as "The Plan") has been referenced in **Supplement 1 - References**. Not all of the information discussed in The Plan is required for day-to-day operation. Many topics are included for informational purposes. Areas of secondary interest are: Plan Administration, Amendments to The Plan, and Dispute Resolution and Plan Interpretation.

Some reasons why these portions are of secondary importance:

- Plan Administration – these involve the administration and rules governing the Board of Directors.
- Amendments to The Plan – This addresses how amendments are introduced and voted upon; however, any amendments that are current have already been incorporated in The Plan.
- Dispute Resolution and Plan Interpretation – This covers how issues are raised and disputes resolved. Any dispute resolution that has resulted in a change or modification to the plan incorporated in The Plan.

See **Supplement 2 – Current and Proposed Forms and Report Layouts** contains examples of IRP electronic data interchange standard format records. These electronic format standards must be adhered to when any information is provided as an input to an IRP Clearinghouse, CVISN [see **Supplement 5 - CVISN**] or PRISM [see **Supplement 6 - PRISM**] activities.

The Contractor with the review and approval of the BMV may enter into online assignments for IRP credentials through a consignment agreement with a given carrier. This is usually to the benefit of all parties for accounts that have large numbers of vehicles to register [such as a vehicle leasing company]. Consignment agreements require a memorandum of understanding between the State, the Contractor, and the Carrier. A sample consignment agreement is contained in **Supplement 7 – Sample Consignment Agreement**.

The Contractor must provide employees to operate the Ohio IRP according to Ohio requirements. Attachment Eight contains information regarding key personnel experience requirements. In this context, the Contractor will be required to obtain bonding sufficient to protect the state of Ohio from losses due to fraud, theft, embezzlement, misappropriation of confidential information and any other improprieties that may cause a shortage of State funds. The bond must cover the loss of any State funds. In order to propose the potential Contractor must be bondable under these requirements. All permanent and/or temporary employees must complete a BCII and FBI background check

The Contractor will be required to comply with the date the IRP Office and systems must be operational to ensure full IRP service is available to Ohio carriers by July 1, 2016. The Calendar of Events near the end of this section of the RFP contains additional date related information.

After Contract award the Contractor may be required to provide cost estimates for enhancements to future operations, such as:

- Integration with BASS (Business Application Service System)

Offerors are advised that contract changes encompassing the types of major changes to the contract listed above will be addressed through the contract change order provision and may involve cost negotiations.

The Contractor must accomplish, undertake, perform and complete all activities, tasks and deliverables set forth in this RFP.

1.4. Overview of the Work's Scope.

The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The Contractor will be responsible for providing vehicle registration, over the counter , online (Ohio Commercial Online Registration System) and mail, in addition to all financial data as required by the Ohio Revised Code and the International Registration Plan. [OAC 4501: 1-6-02(Deputy Registrars), OAC 4501: 1-8 (IRP), the International Registration Plan Article III through Article XII].

The Contractor's additional responsibilities include, but are not limited to the following:

- Providing software to calculate IRP fees according to the laws [IRP Article IV, OAC 4501:1-8] of all jurisdictions.
- Providing all personnel, hardware, and office equipment to operate a main office and four (4) regional offices.
- Establishing a main office and taking over responsibility for the operation of four (4) regional offices established in Ohio.
- Providing a cashiering system to invoice, collect and record fees.
- Issuing all types of IRP transactions, over the counter, online and mail vehicle registrations, and financial data, to include; New registration, Renewal registration, Exchange, Transfer, Replacement plate, Duplicate registration, Add a jurisdiction, Increase Vehicle weight, Conversion, Fleet-to-Fleet, Correct Vehicle/Carrier information, Temporary Authority, Replace lost, stolen or damaged/destroyed credentials, Check Transaction status – view receipt of documents, view rejected information, view prepaid invoice, status of current registration expiration.
- Processing, reconciling, and depositing payments from other IRP jurisdictions that do not participate in the IRP Clearinghouse.
- Converting the current database as determined by ODPS/BMV within the specified time indicated, but no more than three (3) business days.
- Providing inquiry access for viewing or printing file information.
- Establishing a communication interface with the BMV.
- Producing and printing various reports as required by the BMV.
- Providing a mail renewal notification program to Ohio IRP registrants.
- Incorporate payment solutions that will allow the customer to make payment in a secure manner with a credit card, debit card, or ACH.
- Provide a secure manner in which all inventory (validation stickers, plates) are maintained, and easily audited as required.
- Develop a support process that will address issues relating to operations, dealing with customer calls, and feedback.
- Provide an electronic online service (OHCORS) available 24 hours a day, 365/366 days per year. During times of maintenance, down time should not exceed a 4 hour period.
- Payment options must be made available in the form of a credit card, debit card, or ACH.

- Online transactional updates must be completed within one business day.
- Review of any submitted documentation for acceptance must be completed within a 72 hour period.
- Temporary credentials must be provided to the customer, printable, with noted computer specs provided to the customer.
- Provide web links for other Ohio Vehicle Registration Services: International Fuel Tax Agreement, Ohio Public Licensing Access Through Electronic System (OPLATES), Noncommercial Online Fleet Services, Ohio BMV, Staggered Registration Information, Company Logo Plates, Public Utilities Commission (PUCO), Internal Revenue Service, Heavy Vehicle Use Tax (HVUT), United States Department of Transportation (USDOT).
- All correspondence, responses by e-mail to the customer, must occur within five (5) business days.
- Confirmation numbers must be provided to the applicant/registrant to reference the completed transactions on the documentation provided.
- Contractor will provide for the applicant/registrant the Ohio Financial Responsibility Statement and a means for the applicant/registrant to electronically acknowledge compliance.

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

Event	Date
Firm Dates	
RFP Issued	September 4, 2015
Inquiry Period Begins	September 4, 2015
Inquiry Period Ends	September 25, 2015 at 8:00 a.m.
Proposal Due Date (Technical and Cost Responses Due at 1:00 p.m.)	November 2, 2015, at 1:00 p.m.
Estimated Dates	
Contract Award Date	January 27, 2016
Project Work Begins Per Contract Award	February 1, 2016

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

2. RFP Structure

2.1. Organization.

This RFP is organized into five parts and has 10 attachments. The parts and attachments are listed below. There may also be one or more supplements to this RFP listed below.

2.2. Parts.

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

2.3. Attachments.

Attachment One	Evaluation Criteria
Attachment Two	Work Requirements and Special Provisions
Attachment Three	Requirements for Proposals
Attachment Four	General Terms and Conditions
Attachment Five	Sample Contract
Attachment Six	Offeror Certification Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Personnel Profile Summary
Attachment Nine	Standard Affirmation and Disclosure Form
Attachment Ten	Cost Summary

2.4. Supplements.

Supplement 1	References
Supplement 2	Current and Proposed Forms and Report Layouts
Supplement 3	2015 Taxing District Code Book
Supplement 4	Regional Office Sites and Main Office Connectivity
Supplement 5	CVISN Requirements
Supplement 6	PRISM Requirements
Supplement 7	Sample Consignment Agreement
Supplement 8	Ohio Commercial Registration Fees
Supplement 9	Requirements for Processing System IRP
Supplement 10	Service Level Requirements
Supplement 11	IRP Application
Supplement 12	Banking and Depositing Requirements
Supplement 13	Lease Agreements for Regional Offices
Supplement 14	Glossary of Terms

3. General Instructions

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

3.1. Contacts.

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

Procurement Representative:

Maria Roberts, Analyst
Ohio Department of Administrative Services

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

3.2. Inquiries.

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

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

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

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

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

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

3.3. Amendments to the RFP.

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

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

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements any time before 5:00 p.m. on the day before Proposals are due, and it is each 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.

3.4. 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 eight (8) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**ODPS IRP RFP – Technical Proposal**” or “**ODPS IRP RFP – Cost Summary**,” as appropriate.

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

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

Department of Administrative Services
General Services Division
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

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

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

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the 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.

3.5. Waiver of Defects.

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

3.6. Multiple or Alternate Proposals.

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

3.7. Changes to Proposals.

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

3.8. Proposal Instructions.

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

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

4. Evaluation of Proposals

4.1. Disclosure of Proposal Contents.

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

4.2. Rejection of Proposals.

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

4.3. Evaluation of Proposals.

The evaluation process may consist of up to six distinct phases:

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

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

4.4. Clarifications and Corrections.

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

4.5. Initial Review.

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

4.6. Technical Evaluation.

The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements and criteria identified in this RFP, including

the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

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

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

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

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

4.7. Requirements.

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

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

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

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

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

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

4.8. Cost Evaluation.

Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. 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.

4.9. Requests for More Information.

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

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

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

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

4.10. Determination of Responsibility.

The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person 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.

4.11. Reference Checks.

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

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

important for the successful operation and management of the 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.

4.12. Financial Ability.

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

4.13. Contract Negotiations.

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

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

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

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

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

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

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

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

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

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

4.14. Failure to Negotiate.

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

5. Award of the Contract

5.1. Contract Award.

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

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

The Contractor must begin work within 15 business days after the State issues a purchase order, 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. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

5.2. Contract Components.

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

1. The one-page Contract (Attachment Five) in its final form; and
2. The 0A1160 International Registration Plan (IRP) Contract dated _____, 20<xx> which includes Attachment Four, Attachments, Supplements and the Cost Proposal dated _____, 20<xx>.

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

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

Attachment One: Evaluation Criteria

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

Mandatory Requirements		
The offeror must demonstrate/verify they have provided installation and operation of at least one (1) totally outsourced IRP jurisdiction that is currently under operation.	Accept	Reject

Scored Criteria. In this part of 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 Requirements (Accounts for 10% of the total Scored Criteria)				
Offeror Profile Summary	15	0	5	7
Project Manager – Candidate must be PMP certified with a minimum of 60 months Project Management experience. 36 months of the 60 months experience may include working as an Assistant Project Manager.	5	0	5	7
Required Features of the Proposed System Solution (Accounts for 50% of the total Scored Criteria)				
A. System Software	10	0	5	7
B. Supplement Processing	10	0	5	7
C. Renewal Processing	10	0	5	7
D. Invoicing and Tracking	10	0	5	7
E. Receipting and Transmitting Payments	10	0	5	7
F. Credential Processing	10	0	5	7
G. Reports	10	0	5	7
H. Electronic Exchange (OHCORS)	10	0	5	7
I. Audits	10	0	5	7
J. Changes/Testing	10	0	5	7
Future Value-Added Features of the Proposed System Solution (Accounts for 5% of the total Scored Criteria)				
Integration with BASS (Business Application Service System)	10	0	5	7
Management Approach and Plans (Accounts for 35% of the total Scored Criteria)				
Transition Plan	5	0	5	7
Conversion Plan	5	0	5	7
Disaster Recovery Plan	10	0	5	7

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
Staffing Plan	5	0	5	7
Development and Support Capabilities	10	0	5	7
Project Management Methodology	5	0	5	7
Workplan	10	0	5	7
IRP Installation and Operation	15	0	5	7
Project Schedule	5	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	75%
Cost Summary	25%

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 750 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = \left(\frac{\text{Offeror's Technical Proposal Points}}{\text{Highest Number of Technical Proposal Points Obtained}} \right) \times 750$$

The offeror with the lowest proposed total cost for evaluation purposes will receive 250 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = \left(\frac{\text{Lowest Total Cost for Evaluation Purposes}}{\text{Offeror's Total Cost for Evaluation Purposes}} \right) \times 250$$

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

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

Attachment Two: Work Requirements and Special Provisions

PART 1: WORK REQUIREMENTS

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

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

The Contractor must provide a Project Manager for the Work. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Personnel employed by the offeror or subcontractors may fill any remaining personnel positions. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to perform the remaining 70% of the effort. All contractor employees or subcontractor employees working on the project must perform all project related work in the United States per executive order.

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

The State of Ohio participates, as mandated by the Federal Government, in the International Registration Plan (IRP). The scope of work that follows, details the intent for a fully outsourced IRP operation for the State of Ohio.

Adherence to IRP and Ohio Revised Code. The Contractor must adhere to the International Registration Plan unless the Ohio Revised Code supersedes. [ORC appears to adhere to IRP by laws (all audits to date have found no conflict) for the purposes of responding to this RFP they are compatible]

Hardware. The Contractor must provide the hardware to issue all types of IRP transactions. Provide printers to produce IRP Credentials, Transmittal/Recaps, Temporary Authorities, Mail Renewal Notices, and Invoices within the specified turn-around time.

Software. The Contractor must provide software to calculate IRP fees according to the laws [IRP Articles III-IX, ORC Sections 4501, 4503 and 4504, and OAC 4501] of all jurisdictions. The Contractor must maintain the software and modify as required by Ohio and other jurisdictions. See **Supplement 3 – 2015 Taxing District Code Book** for fee schedule and calculation method. This software must identify the Ohio taxing district for each vehicle registration, and then calculate local tax fees [Local tax fees are additional taxes enacted by local taxing districts. Some Local taxes change yearly] as required by each district. An explanation of local and/or permissive tax is included on the fee schedule of **Supplement 8 – Ohio Commercial Registration Fees**. Ohio has approximately 2,294 taxing districts. A publication listing the taxing districts and their associated local tax is provided in **Supplement 3 – 2015 Taxing District Code Book**. The Contractor must modify their software as requested by the IRP jurisdictions and the BMV during the term of the Contract. The Contractor must provide the BMV with documentation of any software changes required by IRP within 49 hours of notification. The documentation must include completion dates as per the official IRP, Inc. notification of fee changes and/or other changes as appropriate. The Contractor's software must interface with the BMV software to extract the correct taxing district address for vehicles registrations.

Ownership of Software and Data. This Contract is for total outsourcing of IRP registration processes needed for the state of Ohio. Any preexisting software or hardware that is proprietary to the Contractor and which is utilized in the conduct of activities to fulfill the service requirements to the state of Ohio under the contract will remain under the sole ownership of the Contractor. Any software written expressly for the use of interfacing with and operation of State computer systems, which is paid for by the State, will be the property of the State.

The Contractor will maintain the database for the state of Ohio. The Contractor will provide for access and query by the State for the account and vehicle registration data. The Contractor will work with the State to accommodate interfaces with State computer systems. Any data gathered by the Contractor as a result of this Contract will be the property of the State.

Cashiering. The Contractor must provide a cashiering system to invoice, collect, and record fees. The Contractor's software must calculate IRP fees according to laws and requirements of Ohio and each IRP jurisdiction. The software must produce daily and end-of-month Transmittal/Recaps for the BMV and financial data needed to apportion sales to each Ohio taxing district and IRP jurisdiction. The software must capture and retain transaction data for the current and previous registration years [no less than 4 previous years]. The software must create and maintain an audit trail for these records. Options for acceptance of credit/debit and ACH are required.

Sales. The Contractor must have the capability to issue all types of IRP transactions, vehicle registrations, and financial data. It must retrieve from the IRP database, previous ownership and vehicle data to pre-fill fields to complete all types of IRP transactions as well as providing the capability to enter new ownership and vehicle data. The data will be the basis for fee calculation and invoice production. When the fees are collected, previous day's data will be transmitted to the BMV according to the BMV's technical requirements [See **Supplement 9 – Requirements for Processing System IRP**]. The Contractor's system must provide a method to correct data previously transmitted. Corrections must be reflected on Transmittal/Recaps. A complete audit trail must be provided to track correction entries. Daily sales data concerning revenue collected for other jurisdictions will accumulate to provide the data to create the monthly Transmittal/Recaps for each jurisdiction as stipulated by the IRP [International Registration Plan Article XII].

Charitable Donations. Before completing any walk-in transactions that result in a new or renewal registration, the Contractor must ask each customer if they would like to make a \$1.00 non-refundable donation to the Children's Save Our Sight Program. If performing multiple transactions from the same customer the Contractor's staff is not required to ask the question more than once. This information must be offered online and through the mail.

Invoices mailed with renewal notices must provide an option for customers to contribute to the Children's Save Our Sight Program. The current invoice contains the following information: "You may make a donation to the Children's "Save our Sight" Program by adding a \$1.00 or more to your Total Fees Due amount. For more information on the Children's "Save Our Sight" Program call 1-800-755-GROW (4769)".

If a customer makes a charitable donation and returns by mail a payment of \$1.00 more than the Total Fees Due amount on the original invoice, the Contractor must generate a corrected invoice prior to completing the registration payment transaction. The corrected invoice must be filed and the registration fees and the \$1.00 charitable donation must be deposited.

During the term of the Contract, the Contractor may be required to give customers an opportunity to donate and collect donations on behalf of additional charitable organizations as requested by the Department of Public Safety.

Account Suspensions. The Contractor must have the ability to electronically block accounts under suspension to prevent registration activity as provided by the BMV. Upon completing the current registration year, the Contractor must send the previous registration year's suspended accounts to the BMV. The Contractor must also produce and mail suspense notifications to carriers with all notated fees, and donations, within 3-5 business days.

Refunds, Adjustments and Credits. The Contractor must provide a method to correct IRP registrations issued containing errors. The Contractor must also include corrections as transactions and transmit the information with daily sales. Such corrections must be processed in an automated procedure and reflected on the Transmittal/Recaps for jurisdictions [see **Supplement 9 – Requirements for Processing System IRP**].

The Contractor must also be able to electronically submit refunds to the BMV as referenced in the IRP Carrier Manual (excluding "D" as a result of a mileage audit), including overpayments on a vehicle registration for Ohio carriers. Ohio only processes refund requests in the amount of \$10 or more. Ohio's refund policy is included in the IRP Carrier Manual. The Contractor is responsible for notifying and making copies for other states of their portion to be refunded to applicants. Access to a copied file or form shall be made available to the DPS/BMV.

The Contractor's system must be able to accept any electronic adjustments made by the Ohio Department of Taxation or DPS/BMV as a result of netting mileage audit findings. The adjustments reported will be a part of the Transmittal/Recaps which must also be included as part of the flat file transmission to the IRP Clearinghouse. [International Registration Plan Article XII]

The Contractor must acquire written authorization from the BMV to make adjustments to account for unforeseen situations or mitigating circumstances. This information must be submitted to the BMV Management for review and approval on any adjustments.

System Security. The Contractor must implement methods for safeguarding against loss of records being captured for central storage and to prevent unauthorized persons from using the system. Ohio IRP processes accountable IRP transactions each day, therefore, the Contractor must include in their proposal a description of their security and control policies such as accessibility to data, audit ability, and reconcilability.

The Contractor must ensure the appropriate personnel and Ohio carriers have full access to IRP, contractor's programs and systems used for processing IRP transactions and on-line services files. Access to the files data systems to include any information from what is processed daily, supplied to the BMV as requested within 24 hours, along with the ability to produce applications, access fees or any other credentials that are issued. Users include the DPS/BMV staff, the Department of Taxation staff, plus any separate contracts with Ohio commercial carriers to complete on-line transactions. The Contractor must limit on-line access as required by the BMV. The Contractor's software and security must allow for 4-5 different roles to control access to IRP files.

Inquiry. The Contractor must provide inquiry functionality for displaying on-screen or printing file information for IRP staff, DPS/BMV employees and carriers with on-line or Internet access. A user must be able to inquire owner information, vehicle information, IRP information, invoice information, suspension status and fees due and paid. The IRP staff, DPS/BMV employees and carriers with on-line or Internet access must be required to enter a unique, individually assigned username and password.

Hardware and Software Testing and implementation. The Contractor must test and install all hardware and software necessary for complete IRP operations to include over the counter, online and mail.

Analysis and Design Documentation. The Contractor must provide Public Safety with appropriate analysis and design documentation and systems technical documentation reports for approval by the State Project Manager. The documentation and reports will not include details of proprietary software owned by the Contractor.

Hardware and Software Maintenance. The Contractor must provide a written notification and explanation of any changes to the software utilized in the Ohio operation at least 15 business days prior to the change. The Contractor must provide satisfactory performance tests of any software changes as requested by the BMV. The software changes must not be implemented until the software is operating to BMV's approval. The written notification and explanation must be provided to the BMV Section and DPS/IT. The BMV will provide written approval to implement any software changes into production.

The Contractor must maintain their equipment and software to prevent any interruptions in the IRP processes or service to the public. A Contractor provided Maintenance Plan for Contractor owned and operated equipment is required. The Contractor is responsible for maintaining all hardware and software for the life of the Contract.

Database. The Contractor must provide and maintain an Ohio IRP Data Base containing all Ohio IRP transaction data. This database must also contain data compiled for monthly Transmittal/Recaps for other jurisdictions.

The Contractor is responsible for providing the software to create and maintain a database of Ohio IRP account names and addresses for correspondence and notifications.

Database Conversion. The Contractor will receive from the BMV the existing contractor's database and will be responsible for loading the data into the new database. The conversion must take place outside the normal working hours of the IRP Processing Center as much as possible. The desire is to provide testing by comparing the current Contractor's transactions and reports with the same transactions and reports processed by the new Contractor. This may be over a weekend. The conversion must occur over the weekend prior to July 1, 2016. The main office and regional offices will close on Tuesday June 30, 2016, at end of business and re-open on Wednesday July 1, 2016 under operation of the Contractor.

Database Backup and Archive. The IRP Contractor's System must have a backup capability to maintain two registration years on-line [current plus one previous] and to archive two (2) previous years' records prior to the years being kept on-line. The Contractor must provide access to archived records within one working day. Backup and archives must be on removable media and must be completed with minimal operator intervention. The backup and archives must not interfere with normal production level in the office. The Contractor must provide written procedures detailing a method to back up BMV's daily collect and a method to test the backup system annually. BMV must be notified when the test will be conducted and of the results of the test.

The Contractor must provide a document describing the method they will use to store and archive electronic IRP records. This includes the contract year the Contractor assumes the process.

Communication Interface. The Contractor must establish a communication interface with the BMV. The State's network is illustrated in **Supplement 4 – Regional Office Sites and Main Office Connectivity**.

1. The daily sales will be collected through this communication.
2. The BMV will inquire and mark suspended carriers on this database.
3. The Contractor may transmit various reports and data through this communication.
4. This database may be utilized by Ohio carriers to complete their transaction.

Voice and Data Communications. Computer and data connectivity is explained in **Supplement 4 – Regional Office Sites and Main Office Connectivity**. The Department of Public Safety supplied router [main office] shown in **Supplement 4 – Regional Office Sites and Main Office Connectivity** must provide connectivity to the Contractor’s host computer system. The State will pay for the cost of the line connected to this router. The Contractor will pay for phone and FAX telephone lines. All the preceding are regional office requirements. The Contractor is responsible for paying the cost of a 1-800 number that works nationwide for the main office. The number is the Department of Public Safety’s; however the Contractor is responsible for paying the fees associated with the number.

The Contractor must provide auto fax capability to issue Temporary Authorities (TAs). This must include a fax tracking system to place calls in queue and track the number of calls processed and lost.

Performance and Response Time. System response time is important because of the need to service the public. The system must retrieve previous ownership and vehicle data to pre-fill fields to complete IRP transactions. An invoice must be produced within three days of receiving an application. Credentials must be produced one day after receipt of payment. Those transactions handled through the electronic processing the expected response time is within three (3) business days. The system must be available 95% of the time, per location [host computer connectivity and up-time] based upon a monthly timeframe. In this context, offerors must demonstrate in their proposal that connectivity to their host computer system has backup and alternative mode(s) that meet the 95% requirement [see **Supplement 10 – Service Level Requirements** and **Supplement 4 – Regional Office Sites and Main Office Connectivity** for connectivity paths]. The system must provide the ability to perform multiple tasks simultaneously. Example of these tasks include, but are not limited to, inquiries, creating invoices, issuing registrations, on-line customer transactions and producing daily and end-of month reports including the monthly sales data Ohio provides to other jurisdictions (Transmittals/Recaps). Examples of daily reports and other reports are contained in **Supplement 2 – Current and Proposed Forms and Report Layouts**.

IRP Clearinghouse Transmission. The Contractor must electronically notify the BMV of the amount of money Ohio collected daily for all other IRP jurisdictions. The BMV will track this revenue and generate a monthly report reflecting the accumulated monthly total collected, which should be distributed to each IRP jurisdiction. This report will be submitted to the Contractor for verification within two (2) days after the BMV receives the last daily collection. The Contractor must make every effort to verify the information and transmit the file electronically to the IRP Clearinghouse no later than the assigned pre-netting deadline date the IRP Clearinghouse has established for that month. This provides time to report transactions to other IRP jurisdictions as prescribed in Article XII of the International Registration Plan. Delays beyond the one-month period specified in Article XII of The Plan will be subject to \$500 a day liquidated damages. This will be automatically imposed unless “Force Majeure” can be shown as the cause by the Contractor.

The Contractor must electronically transmit fee and vehicle registration for Ohio carriers to the IRP Clearinghouse monthly and comply with the guidelines the IRP Clearinghouse has established for their members.

Reports. The Contractor must produce and print various reports as required by the BMV. Some or all of the report data must also be transmitted electronically through the BMV Collect Record [**Supplement 2 – Current and Proposed Forms and Report Layouts**]. The Contractor must also produce Transmittal / Recaps as described in **Supplement 9 – Requirements for Processing System IRP** required by each IRP jurisdiction.

Produce monthly Transmittal/Recaps detailing activity for each jurisdiction. Each month, the Contractor must produce and mail appropriate Transmittal/Recap to jurisdictions. The Contractor must maintain this data on the Contractor maintained database.

The Contractor is responsible for producing daily and monthly financial reports as detailed in **Supplement 2 – Current and Proposed Forms and Report Layouts**.

The Contractor must process, reconcile, and deposit payments from other IRP jurisdictions and the IRP Clearinghouse. The Contractor must provide a monthly report to BMV as included in **Supplement 2 – Current and Proposed Forms and Report Layouts** detailing the timeframe of payment and a yearly accumulative amount.

File Control Reporting. All transactions must be listed on at least one report. Many reports have control counts or balancing totals to demonstrate that the transactions input to the system have been processed.

Electronic Transmission Reporting. The Contractor must provide an electronic record of the day's transactions and deposits to the BMV. The transmission must be formatted according to the BMV Vehicle Registration Collect Record as detailed in **Supplement 2 – Current and Proposed Forms and Report Layouts**. The Contractor must provide modifications to the collect record upon request.

Publications and Forms. The Contractor must produce and ensure distribution of the IRP Carrier Manual. The Contractor is responsible for developing and sending a new manual if a new manual is required. An IRP Carrier Manual must be provided to all new applicants and upon request, this document must be maintained and updated electronically. If needed it could be printed upon request.

The Contractor must provide publications and forms in both electronic format and hard copy with unrestricted reproduction and modification rights. The Contractor must provide manuals in a loose-leaf format with binder. The binders must have a printed cover, which readily identifies the manual. Public Safety must have input in the design and final approval of the cover for the IRP Carrier manuals. Each manual must be separated into sections with indexed dividers and be user friendly. To the fullest extent possible, the manual must be written in simple language.

The Contractor must update and ensure distribution, in conjunction with and approval of ODPS, of the IRP Enforcement Manual.

The Contractor must produce and distribute motor carrier IRP publications and forms. **Supplement 2 – Current and Proposed Forms and Report Layouts** for a list of current forms and publications. Forms, publications, and reports which have been described and/or examples contained in another attachment are noted in **Supplement 2 – Current and Proposed Forms and Report Layouts**. All other forms, publications, reports, and communications not mentioned in previous attachments and/or examples shown in previous attachments are contained in **Supplement 2 – Current and Proposed Forms and Report Layouts**. The Contractor will be responsible for designing new or revising existing forms. All forms and publications must be approved by the BMV. The Contractor must ensure that a quantity of stock [Application forms] applicable for supplying the main office plus four (4) regional offices with walk-in access by the public is maintained. [Volumes of 1000 to 16,000 depending upon form(s)]

IRP Application Form. The Contractor must provide an IRP application with all of the fields of the existing application included in **Supplement 11 – IRP Application**.

Mail. The Contractor must provide operation of a mail notification program to Ohio-IRP commercial vehicle registrants. Notifications must be sent out three (3) months prior to the renewal period. The program must include Contractor capability for constituent interface and follow-up, both written and by telecommunications, including e-mail and fax. The Contractor must provide mail communication for carriers to complete all IRP transactions as needed. The Contractor is responsible for providing mail communications updating carriers, from time to time, on any information the BMV chooses. The Contractor must be able to mail a volume of 17,000 renewals plus applications, if requested, and plate mailings as appropriate. Total mail volume is greater than 50,000 per annum.

Online. The Contractor must provide the BMV with an online system that will allow the customer to complete any transaction that is currently offered, as well as those required through a legislative change within the specified timeline given.

Auditing. The Contractor must provide the Department of Taxation access to the IRP data for the purpose of conducting IRP mileage audits on Ohio carriers.

The Contractor must maintain records, data, and books in such a manner that BMV may perform an audit of financial activity and inventory. The Contractor must cooperate and facilitate BMV personnel in such periodic audit of inventory and financial activity. "Inventory" for purposes of this Agreement is defined as license plates, stickers, and permits. "Financial activity" for the purposes of this Agreement is defined as all components of and supporting documents of IRP transactions as they relate to IRP registration activity.

Document Storage and Retention. The Contractor is responsible for preparing IRP hardcopy documents for BMV Record Retention. The BMV will pick up Record Retention Documents twice a year from the Contractor's main office. Contractor is responsible for transportation from regional offices to the main office.

The Contractor must maintain on-site files containing actual documents per IRP account for the current registration year. The Contractor must mark accounts that are under suspension for quick reference.

The Contractor is responsible for maintaining standard business records relating to this RFP and any subsequent contract for a period of three (3) years. The BMV must be permitted to inspect business records at any time during regular office hours.

Training. The Contractor is responsible for providing instruction and training for Contractor personnel for main and regional offices. This includes providing a training manual and a method for training future Contractor staff.

Prior to July 1, 2016, the Contractor must provide descriptive overview training of Contractor operations for up to ten (10) state personnel. Training for DPS/BMV personnel, such as new hires, will be provided by the Contractor when required. Training must occur at the Contractor's main office. Training must include a manual on screens, process flows, calculations and corrections.

Facilities. The Contractor must staff and operate the IRP main office and four (4) regional offices as set forth in **Supplement 4 – Regional Office Sites and Main Office Connectivity**, to conduct all aspects of IRP business. The State will provide office infrastructure needs as described in **Supplement 4 - Regional Office Sites and Main Office Connectivity**.

Background Checks. The Contractor must obtain at the Contractor's expense, background checks of all employees (temporary and permanent, in addition to Third Party) working on the implemented Full Service Operation of the International Registration system, as prescribed by the Registrar. This may include, but not be limited to, BCII and FBI criminal records checks from the Ohio Bureau of Criminal Identification and Investigation (BCII). The Contractor must not hire or retain any employee who has been convicted within the past ten (10) years of a crime punishable by death or imprisonment in excess of one (1) year (any felony) or any crime involving dishonesty or false statement.

On-Going Inventory Tracking Requirements. The BMV will consign serialized inventory items to the Contractor. The Contractor will be responsible for tracking those serialized items as follows:

- The Contractor must establish and maintain the necessary software for an inventory system to generate and control numbers for credentials, validation stickers and license plates. The

production of validation stickers, weight stickers, and apportioned license plates will be the responsibility of the BMV.

- The Contractor is responsible for assuring that all license plates and validation stickers are kept in a secured locked area within the office. This area must be away from the customer service area.
- The Contractor must reimburse the BMV for the cost of any State owned property lost or damaged by the Contractor after consignment from the BMV. Charges for missing license plates are reimbursed to the BMV at current production cost.
- The Contractor for on-line issuances to carriers will be responsible for tracking and maintaining inventory assigned to such carriers, in addition to audits done annually in conjunction with BMV staff.

Flexibility. The State requires that the Contractor maintain a degree of flexibility with regard to the conduct of IRP operations. A discussion of the types and degree of flexibility is provided to allow offerors insight into the intent of the State relative to this requirement. It is not possible to cover all circumstances in which flexibility may be required in future operations. The discussions below focus on known flexibility requirements. Additionally, the discussions often include an approach for dealing with unknown flexibility requirements that may arise in the future.

IRP System Imposed Flexibility. Changes or notices resulting from Ohio Legislation, BMV Policy/Procedure or IRP Plan requirement changes must be incorporated by the Contractor at no additional cost to the State. An example of this would be as follows; the 15th district in Wyoming passes an additional permissive tax that must be accounted for in the IRP fee calculations. The ability to handle this type of change should be included in the Contractor software. The Contractor must also have the ability to keep abreast of such changes administered by and notices transmitted by IRP, Inc. Offerors responding to this RFP must include this type of flexibility in their proposed cost.

State Imposed IRP Flexibility. The requirements for flexibility in this case arise from legislative actions or policy changes initiated by the state of Ohio in the course of routine business of the State. Some examples of this follow.

- An authorized Ohio taxing jurisdiction [see **Supplement 3 – 2015 Taxing District Code Book**] passes another permissive tax. This must be accounted for in the IRP system and the Contractor must be able to accommodate this type of change.
- The State acquires new reconciliation software. It needs data from the IRP data base arranged in a format, or presentation, or listing that has not previously been required. Note: the actual data does not change just the way it is reported.
- The State needs an interface with the database to extract data to conduct their own queries. The State owns and is knowledgeable of the program that requires the interface. The Contractor would be responsible for working with and coordinating with the Department of Public Safety's Information Technology [IT] personnel to establish the interface.
- Actions by the State Legislature that imposes a new fee or collection item associated only with the state of Ohio. This new item will require collection by the Contractor and the calculation of the appropriate fee(s) and inclusion in the appropriate daily/monthly summaries. However, it will not result in any impact to the system other than that already imposed by the fee(s) currently being collected. [i.e. it is just another fee.]

In all of the examples given above, the Contractor's proposal submitted in response to this RFP must include the cost of this type of flexibility.

State Code Imposed Flexibility [Non-Routine]. Occasions may arise when revisions to the state of Ohio Revised Code by the State Legislature could require an action[s] on the part of the BMV with respect to IRP.

Contractors Responsibility for Non-Routine Flexibility. Offerors responding to this RFP must propose a blended programming rate to cover additional programming and enhancements over the life of the contract to accommodate non-routine flexibility. Offerors should not assume that all additional programming or enhancements would be performed on an hourly basis. The State may request the Contractor to propose a fixed cost deliverable. Examples which could initiate the change order process which would result in a contract amendment are provided below:

- The State requests that it be granted access to the Contractor maintained IRP database in the write mode.
- The requirement arises that causes a major system change [imposed by the State [not the International Registration Plan] which increases labor, or requires new capabilities, and/or both not originally accounted for in the original contract.

The contractor will be required to maintain memberships with AAMVA sanctioned CVISN [see **Supplement 5 - CVISN**] and PRISM [see **Supplement 6 - PRISM**] programs. This is a system imposed requirement. This is a system regulated program/activity (that has requirements associated with it) which the State voluntarily elects to join.

Transition Requirements and Plan. The Contractor must provide a plan for transitioning the contract to either another vendor or to the state of Ohio. This plan will be updated yearly and an updated plan submitted to the State. The cost for the original plan and the updates must be included in the proposed annual costs.

Current Implementation and Future Considerations. The Administration of the BMV is considering many changes to improve our services to Ohio carriers. The Contractor will be responsible for providing services for current implementation activities and cost estimates to achieve future considerations.

- The BMV accepts credit cards, debit cards, and ACH, plus other emerging electronic technology for remittance that becomes industry standard or that is sanctioned by the State Attorney General and the Treasurer for the state of Ohio. The Contractor is required to use the vendor with whom the State has a contract for processing credit, debit card and ACH transactions.
- Trip Permits - These are temporary permits to drive in the state of Ohio for infrequent interstate operations. The Contractor will sell these permits. Hunter Permits must also be made available.

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

Deliverables. The Contractor is responsible for providing the following deliverables.

- Revised Work Plan
- Revised Project Schedule
- Revised Conversion Plan
- Revised Transition Plan and Annual Updates for life of the Contract
- Revised Disaster Recovery Plan
- Analysis and Design Documentation
- Weekly Status Reports

- Various Reports as Required by the BMV during the Term of the Contract
- IRP Carrier Manual Production and Distribution
- IRP Enforcement Manual Production and Distribution
- Production and Distribution of Motor Carrier IRP Publications and Forms
- IRP Application Forms
- Operations Overview and Orientation of the System and Work processes for up to 10 State Personnel

Performance Testing. The International Registration Plan Operation will undergo performance testing. A 45 consecutive calendar day performance period will begin after the acceptance of the operation and system. Testing of the System will be conducted during the transition period and at least 120 days prior to the start of new contract operations. This testing must consist of no less than one month of IRP transactional data. The output must consist of the reports required by the BMV and the associated months collect record. These outputs will be compared by the BMV in accordance with the Performance Testing Criteria stated below.

The month selected for transactional testing data will have as a minimum the following characteristics:

- Approximately, 6500 carrier accounts will be monitored/utilized.
- At least one of these accounts will be a large Ohio carrier with 6,000 to 10,000 vehicles. This account will be utilized to exercise the renewal process and to process a supplement adding at least five (5) vehicles.
- Vehicle travel data will encompass all IRP jurisdictions.
- At least one of each type of registration transaction, including a reversal.
- At least one company logo plate issuance.
- In addition, the testing of the online process for all transactions currently offered.

Performance Criteria. Performance criteria will be based upon the comparison of the two outputs. The criteria will be to achieve a one-to-one correspondence for data tracking of the resulting reports. The BMV recognizes that the Contractor's forms and internal procedures may/will differ with respect to the current procedures and operation. The goal is to identify, in the reports that the BMV stipulates as a reporting requirement, a one-to-one correspondence between the Contractor's report outputs and the report outputs provided by the current contractor. One-to-one correspondence does not mean to emulate exact formats. It means that it is possible to determine that the information provided by the current contractor on the current reports relate to the numbers on the Contractor's reports.

ODPS requires full online access to the Contractor's computer system for reports, and testing of transactions. This must allow full access to the required reports and the creation of ad hoc reports. If functionality allows, this may limit or replace the need for some hard copy reports required in this RFP.

The Contractor's Fee Structure. The offeror must propose, as part of the Work Plan, a Start-up payment schedule including key deliverables for payment up to July 1, 2016. Each key deliverable will be paid at 70% of its cost upon acceptance by the Department of Public Safety. The remaining 30% of all the key deliverables from the Start-up period will be paid at the successful conclusion and acceptance of the testing period.

For ongoing operations after July 1, 2016, the Contractor may submit invoices monthly. Each invoice must be for the previous month in the amount of 1/12th of the annual cost. Partial fiscal years will be prorated on a monthly basis.

Status Reports. Prior to Contractor taking over daily operations, status reports must be provided on a weekly basis with a minimum of one face-to-face meeting per month.

For the first 60 days after July 1, 2016, the Contractor must provide status reports on a weekly basis with a minimum of one face-to-face meeting per month.

After 60 days, reporting will be mutually agreed upon by ODPS and the Contractor.

Weekly status reports must contain at minimum descriptions of the following:

- Updated GANTT chart, along with a copy of the corresponding project work plan files;
- Status of currently planned tasks, identifying specifically tasks not on schedule and a resolution plan to return to the planned schedule;
- Issues encountered, proposed resolutions and actual resolutions;
- The results of any tests;
- A Problem Tracking Report must be attached;
- Anticipated tasks to be completed in the next week;
- Task and deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks;
- Proposed changes to the work plan, if any;
- Identification of Contractor project staff assigned to specific activities;
- Planned absence of Contractor project staff and their expected return date; and
- Notification of any known staffing changes.

Project Management

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.

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.

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

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

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

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

- Immediate Reporting - The Project Manager or a designee must immediately report any Project staffing changes to the Project Representative (See: Attachment Four: Part Two: Replacement Personnel).
- Attend Weekly Status Meetings - The Project Manager and other Project team members must attend weekly status meetings with the Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.

- Provide Weekly Status Reports - The Contractor must provide written status reports to the Project Representative at least one full business day before each weekly status meeting.
- At a minimum, weekly status reports must contain the items identified below:
 - Updated GANTT chart, along with a copy of the corresponding Project Plan files (i.e. MS Project) on electronic media acceptable to the State;
 - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
 - Issues encountered, proposed resolutions, and actual resolutions;
 - The results of any tests;
 - A Problem Tracking Report must be attached;
 - Anticipated tasks to be completed in the next week;
 - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
 - Proposed changes to the Project work breakdown structure and Project schedule, if any;
 - Identification of Contractor staff assigned to specific activities;
 - Planned absence of Contractor staff and their expected return date;
 - Modification of any known staffing changes; and
 - System integration activities.

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

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

Work Hours and Conditions. ODPS regular hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

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. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

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

The State form authorizing payment 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.

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

Payment Time Frame	Payment
Key Deliverable(s)	70% upon acceptance
	30% successful conclusion & acceptance of testing
Ongoing Operation(s)	Billed Monthly (1/12 th of the annual cost)

Upon the date(s) given above, the Contractor may submit an invoice according to the payment schedule identified above.

Permits the State Will Obtain. The ODPS will provide any permits required for regional office locations.

Reimbursable Expenses. None.

Bill to Address. ODPS/Ohio Bureau of Motor Vehicles
 Fiscal Section
 P. O. Box 16520
 Columbus, OH 43216-6520

Location of Data. All data must be maintained within the continental United States of America.

Special Maintenance Standards. None.

Attachment Three: Requirements for Proposals

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

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an in-line response to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Figure 1 shows an example of the required format for responding to the RFP requirements.

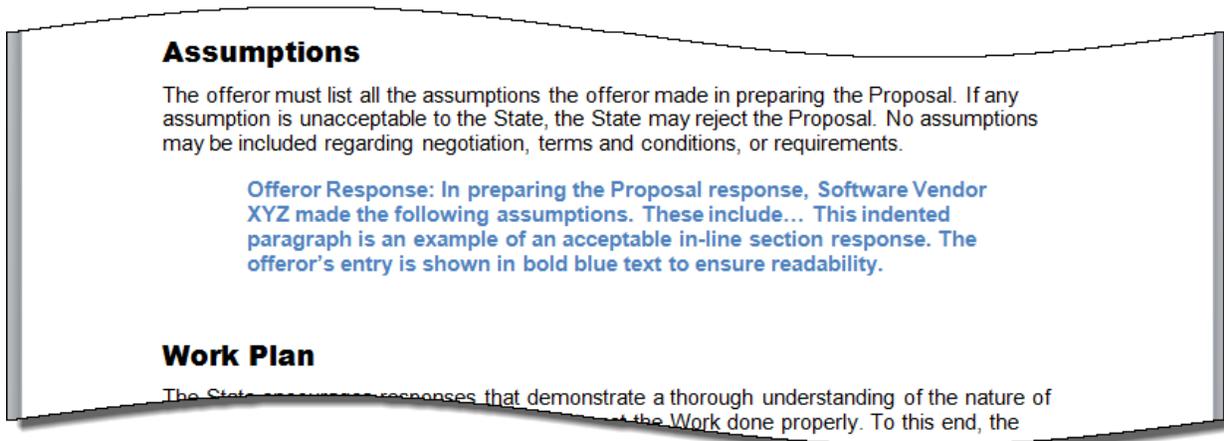


Figure 1. Sample Formatting for an Acceptable In-Line Section Response.

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 offeror's response and readily distinguishable from the baseline RFP. Any alteration to the State-provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment 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.

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

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

Item #	Proposal Component Description
1	Vendor Information Form (OBM-5657)
2	Subcontractor Letters
3	Offeror Certification Form
4	Offeror Description
5	Offeror Profile Summary Forms
6	Personnel Profile Summary Forms
7	Required Features of the Proposed System Solution
8	Future Value-Added Features of the Proposed System Solution
9	Transition Plan
10	Conversion Plan
11	Disaster Recovery Plan
12	Staffing Plan
13	Development and Support Capabilities
14	Project Management Methodology
15	Work Plan
16	Project Schedule
17	Time Commitment
18	Assumptions
19	Support Requirements
20	Proof of Insurance
21	Payment Address
22	Legal Notice Address
23	W-9 Taxpayer ID Number and Certification Form
24	Independent Contractor Acknowledgement Form
25	Standard Affirmation and Disclosure Form (EO 2011-12K)
26	Affirmative Action Program Verification Form
27	Acceptance of Attachment Four: General Terms and Conditions
28	Cost Summary (Cost must be a separate sealed package)

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

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

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;

2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

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

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

Offeror Profile Summary Form. This RFP includes an Offeror Profile Summary Form as an attachment. 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 have been customized for the applicable offeror requirements. (Refer to Attachment Seven.) 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 and required 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.

Offerors must provide within the Offeror Profile section of their proposal, information on their experience with providing total outsourcing services for any jurisdiction on the International Registration Plan (IRP). The offeror must demonstrate/verify that they have provided installation and operation of at least one (1) totally outsourced IRP jurisdictions.

The offeror must also include three (3) projects for which the offeror has successfully provided services that were similar in their nature, size, and scope to the Work requested herein. The projects must relate to work that was completed by the offeror within the past five (5) years.

Offerors that cannot document this experience may not be eligible for consideration. At least one (1) of the references provided in Attachment Seven must be for totally outsourced IRP jurisdictions.

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

Mandatory and Required Experience and Qualifications. The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.

- Project Name. The offeror must provide the name of the project where it obtained the mandatory experience.
- Dates of Experience. The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- Description of the Related Service Provided. The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.

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

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE OFFEROR 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 Seven 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 Eight, 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 Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. 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 work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences 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.

d) **Required Experience and Qualifications.** The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

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

- **Candidate's Name.**
- **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.
- **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 work as it relates to the Work covered by this RFP. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work 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.

Required Features of the Proposed System Solution

IRP Requirements Affirmation. In this section, the offeror must fully describe how the offeror will use their systems approach, system analysis techniques, and methodologies to affirm the requirements identified for the Project, particularly those requirements identified in **Supplement 9 – Requirements for IRP Processing System**, of this RFP.

Future Value-Added Features of the Proposed System Solution

Integration with BASS (Business Application Service System). In this section, the offeror must fully describe how the offeror will manage the integration of their database with BASS.

Transition Plan. The offeror must provide a detailed description of their transition approach and their proposed tasks to be accomplished during the transition period. The plan must include but not be limited to:

Training. A detailed description of their plan for training their employees to operate Ohio IRP processing activities and how they will provide overview training for up to 10 state staff. The Plan should also address how they will train new staff hired during the contract term.

Hardware Plan: The offeror must describe their approach to providing hardware to operate the main and regional office locations. Hardware including, but not limited to necessary electronic equipment [PC's, Printers, and Copiers] used to generate and communicate data and reports.

System Reliability Plan: The offeror must describe their approach to providing System Reliability. The plan must identify the salient features of their system configuration that address and ensures continued operation of Ohio IRP processing on a day-to-day basis. In this context, the 95% up time requirement is based on a per location per month basis.

Conversion Plan. The offeror must describe how they will convert the existing electronic database to their proposed system. The offeror must describe how they will account for current paper records into their environment.

Disaster Recovery Plan. The offeror must describe their planned disaster recovery plan for the Ohio IRP. This must include the backup / archival of electronic records, off-site storage of archival data, and plans for the loss of a physical location. Offerors must demonstrate in their proposal that connectivity to their host computer system has backup and alternative modes that meet the 95% uptime requirement.

Security and control. Ohio IRP processes accountable IRP transactions each day. Therefore, the Contractor must include in their proposal a description of their security and control policies such as accessibility to data, audit ability, and reconcilability. The offeror must propose methods for safeguarding against loss of records being captured for central storage and to prevent unauthorized persons from using the system.

Staffing Plan. The offeror will provide a staffing plan that identifies all personnel required to do the Project. The plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP.
- A contingency plan that shows the ability to add more staff if needed to meet the Project's due date(s).
- A discussion of the offeror's ability to provide qualified replacement personnel.

Development and Support Capabilities. Each offeror must describe its capability, capacity, and plans for developing the Deliverables, as well as describe contingency plans if the primary plan is not able to meet the Project's needs.

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

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

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

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

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

Workplan. The offeror's narrative discussion in the Workplan section describing the offeror's solution must be consistent with and address all Contractor responsibilities described in Attachment Two Work Requirements and Special Provisions and **Supplement 9 – Requirements for IRP Processing System**. The offeror must clearly describe in their Workplan how their proposed solution is consistent with the provisions of The International Registration Plan [See **Supplement 1 - References**], International Policy and Procedures Manual [See **Supplement 1 - References**], and the IRP Clearinghouse of which Ohio is a member. Some specific items to include in the Workplan include but are not limited to:

The offeror must propose, as part of the Workplan, a Start-up payment schedule including key deliverables for payment. Each key deliverable will be paid at 70% of its cost upon acceptance by the Department of Public Safety. The remaining 30% of all the key deliverables from the Start-up period will be paid at the successful conclusion and acceptance of the testing period.

IRP Installation and Operation. The offeror must fully describe the offeror's methodology, objectives, approach, methods, tools, techniques and specific work steps for installing any new or significantly altered system(s) needed while maintaining a transition schedule that will result in taking over IRP processing operations on July 1, 2016. The offeror must also describe in detail how they will implement their proposed IRP solution and how they will operate the system once installed.

Project Schedule. The offeror will provide a detailed Project schedule for all Project milestones and Deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule should clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when the Deliverable(s) will be completed. The offeror will also identify and describe all risk factors associated with the forecasted milestone schedule.

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 the Work. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

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

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

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

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. 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.

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://obm.ohio.gov/MiscPages/Forms/default.aspx> in the Vendor Forms section.

Independent Contractor Acknowledgement Form. Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <http://obm.ohio.gov/Forms/default.aspx>.

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Proposal. Executive Order 2011-12K is available at <https://procure.ohio.gov/pdf/Standard Affirmation and Disclosure form.pdf>.

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using: <http://das.ohio.gov/Divisions/EqualOpportunity/Affirmative ActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: <http://eodreporting.oit.ohio.gov/searchAffirmative Action.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 Acceptance. The offeror must include the entire content of Attachment Four: General Terms and Conditions as a single section in their proposal. Contractors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

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 3: General Instructions, Proposal Submittal.)

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

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

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

Attachment Four: General Terms and Conditions

PART 1: PERFORMANCE AND PAYMENT

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

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

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

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is 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 Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part 2 of this Attachment Four.

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

Unless the State decides that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

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

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

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

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice,

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

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

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

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.

Reimbursable Expenses. The Contractor must assume all expenses that it incurs in the performance of this Contract. If at some point during the term of this Contract the State agrees to pay for Contractor expenses, those expenses, including travel, will be paid in accordance with Ohio Revised Section 126.31 and Ohio Administrative Code 102-1-02, and only with the prior written approval of the State. The Contractor and the State will agree at that time on the submittal and payment process for reimbursable expenses.

Right of Offset. The State may set off the amount of any Ohio tax liability, liquidated damages or other 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:

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

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

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

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

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

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

PART 2: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other Contractors and State employees and coordinate its Work with such other Contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other Contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V Contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V Contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. If the State assigns an IV&V Contractor to the Work, the State will obligate the IV&V Contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its Subcontractors for the Work.

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

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

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

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

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. The Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate. When feasible this information may be kept electronically and provided to the BMV annually.

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

representatives and any person or organization providing financial support for the Work. The Contractor shall work with the established auditing plan provided by ODPS/BMV for work processed on behalf of the Registrar, the Contractor shall pay for the cost of these required audits.

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

1. The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs services or disaster recovery for the State; Contractor's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This examination may include verification that Contractor has adequate information security compliance policies and procedures.
2. The financial examination may include, without limitation, a review of Contractor's current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of Contractor.

Consent to Examinations.

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

Right to Terminate.

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

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

1. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a waiver of subrogation. The table below shows the minimum limits of the Commercial General Liability insurance. The policy must be endorsed to provide the State with 30-days prior written notice of cancellation, material change or non-renewal, except a

10-day notice of non-payment of premium. The Contractor's Commercial General Liability must be primary over any other insurance coverage.

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

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
4. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.
5. The Contractor shall indemnify the ODPS for any damages, loss, or injury resulting from the Contractor's performance of this Contract and as may be determined based on audits, including any Independent Audits, of Contractor's performance of this Contracts.

In the event Contractor, as part of the provision of Services, will control or develop information technology hardware and/or software, or otherwise control the State's data, then Contractor shall provide Cyber Liability and/or Intellectual Property Infringement Liability insurance of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Services provided under this agreement such as:

- Breaches of security or privacy
- Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code
- Participation in a denial of service attack on a third party
- Violation or infringement of any right privacy, breach of federal, state, or foreign security and/or privacy laws or regulations
- Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets)
- Technology errors and omissions
- Business interruption
- Cyber extortion
- Investigation, notification and related credit monitoring costs from any of the above.

Umbrella or Excess Commercial General Liability insurance policy(ies) may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or Excess Commercial General Liability policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the

Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

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

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

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

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

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

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

may provide it with diminished value.

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

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

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

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

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

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

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

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. If the 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 prorated 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 if the Contract had been fully performed. 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 rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work for cause rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

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

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

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

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

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

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

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

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

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the 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 Work.

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

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

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

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all

official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”).

Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

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

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

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

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable

adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

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

Ohio MBE Certification. Any MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

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

PART 3: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

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

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

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

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the

Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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

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

Handling of the State's Data. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. The State's minimum standard is the NIST 800-53 moderate baseline. To accomplish this, the Contractor must:

- 1) Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
- 2) Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- 3) Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- 4) Maintain appropriate identification and authentication process for information systems and services associated with State data.
- 5) Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
- 6) Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data,

as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly and approved by the State's Chief Information Security Officer. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach, or the suspicion of a breach, no more than within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably acceptable to the State.

All State data will remain the property of the State. The Contractor must ensure that the State retains access and download capability for purpose of retrieving its data for research, investigation, transfer or migration to other systems.

Return of State Data. Upon request made and within 90 days after the effective date of termination or expiration of the Contract, the Service Provider will make available to the State for download its State Data in XML format, at the discounted Professional Services rates available under the Master Agreement (30% off the then current list price) After such 90-day period, the Service Provider will have no obligation to maintain the State Data covered by an expired Order Form and must thereafter, unless legally prohibited, delete the applicable State Data in its systems or otherwise in its possession or under its control.

Disentanglement Service. The Service Provider will provide to the State termination Services ("Disentanglement Service") according to the terms of the Disentanglement Plan, in connection with the termination or expiration without renewal of this Contract.

To the extent the Termination Service include any tasks that Service Provider is not otherwise obligated to perform under, the charges will be based on the discounted Professional Services rates available under the Master Agreement (30% off the then current list price). Termination Service means, to the extent requested by a State, the provisioning of such assistance, cooperation, and information as is reasonably necessary to enable a smooth transition of the Services to the State or its designated third party provider ("Successor") in accordance with the Disentanglement Plan.

As part of Disentanglement Service, the Service Provider will, in accordance with the Disentanglement Plan, manage the migration, to the extent requested and provide such information as the State may reasonably request relating to the number and function of each of the Service Provider personnel performing the Services, and Service Provider will make such information available to the Successor designated by the State.

Disentanglement Plan. Upon the State's request, the Service Provider will prepare a disentanglement plan with the input from the State and the Successor, if there is one. The contents of the Disentanglement Plan will be as mutually agreed upon and will include at least the following activities, unless the State and the Service Provider agree otherwise:

- Documentation of existing and planned support activities.
- Identification of the Service and related positions or functions that require transition and a schedule, plan, and procedures for the State or the Successor assuming or reassuming responsibility.
- Description of actions to be taken by the Service Provider, State, and, if applicable, the Successor in performing the disentanglement.
- Description of how the transfer of (i) relevant information regarding the Services, (ii) resources (if any), and (iii) operations will be achieved.

- Description in detail of any dependencies the State and, if applicable, the Successor must fulfill for the Service Provider to perform the Disentanglement Service (including an estimate of the specific staffing and time required).
- Inventory of documentation and work products required to facilitate the transition of responsibilities.
- Identification of significant potential risk factors relating to the transition and in designing plans and contingencies to help mitigate the risk.
- A timeline for the transfer of each component of the Disentanglement Service (including key milestones to track the progress of the transfer).
- A schedule and plan for Service Provider's return to the State of (i) the systems held by the Service Provider and belonging to the State, and (ii) all documents, records, files, tapes, and disks in Service Provider's possession that belong to the State or relate to the migrating system(s).

Disentanglement Management Team. The Service Provider will provide a project manager who will be responsible for Service Provider's overall performance of the Disentanglement Service and who will be the primary point of contact for the State and any Successor during the transfer. The State also will appoint a project manager who will be the primary point of contact for Service Provider during the disentanglement period.

Operational Transfer. The Service Provider also will provide the State and any Successor access to those resources described in the Disentanglement Plan reasonably necessary during the planning and execution of the Disentanglement Service.

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, 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.

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

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

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

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

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

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

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

PART 4: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

General Exclusion of Warranties. The Contractor makes no warranties, express or implied, other than those express warranties contained in this Contract.

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

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the total not to exceed fixed cost. 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. The Contractor shall indemnify the State against claims made against it or for damages

to the State caused by the Contractor's negligence, other tortious conduct, or failure to comply with pertinent laws, regulations, plans, and rules.

PART 5: ACCEPTANCE AND MAINTENANCE

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

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

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

PART 6: CONSTRUCTION

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

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

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

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

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

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

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice

requirement will not apply to any notices that this Contract expressly authorized to be made orally.

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

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

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 7: LAW AND COURTS

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

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

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

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

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

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

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

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

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

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found via the Ohio Business Gateway website at <http://business.ohio.gov/efiling>.

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

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

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

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

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Attachment Five: Sample Contract

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

AND

(CONTRACTOR)

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

1. The one-page Contract (Attachment Five) in its final form; and
2. The 0A1160 International Registration Plan (IRP) Contract dated _____, 20<xx> which includes Attachment Four, Attachments, Supplements and the Cost Proposal dated _____, 20<xx>.

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

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.

This Contract has an effective date of the later of _____, 201x, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE - DO NOT FILL OUT

By: _____

By: Robert Blair

Title: _____

Title: Director

Date: _____

Date: _____

Attachment Six: Offeror Certification Form

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

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

4. If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Contractor from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Contractor’s performance under the Contract, and the best interest of the State.
5. The Contractor certifies that neither it nor any of its people that may work on or benefit from the Contract through the Contractor has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

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

Attachment Six: Offeror Certification Form

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

List of Subcontractors	

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

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

Contractor Contact Information	
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 Seven: Offeror Profile Summary

OFFEROR MANDATORY REQUIREMENT(S): The offeror must demonstrate/verify they have provided installation and operation of at least one (1) totally outsourced IRP jurisdiction that is currently under operation.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:	Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:	
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

*** COPY THIS FORM AS MANY TIMES AS NEEDED ***

Attachment Seven: Offeror Profile Summary

OFFEROR REQUIREMENT(S): The offeror must include three (3) projects for which it has successfully provided services that were similar in nature, size, and scope to the Work requested herein. The projects must relate to work that was completed by the offeror within the past five (5) years.

Company Name:		Contact Name: (Indicate Primary or Alternate)			
		Contact Title:			
Company Address:		Contact Phone Number and Email Address:			
Work Name:		Beginning Date of Experience	Month/Year:	Ending Date of Experience	Month/Year:
Experience for the referenced project, including similar size and scope information.					
List Related Service Provided:					
<p>Describe how the related service shows the offeror’s experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p>					

***** COPY THIS FORM AS MANY TIMES AS NEEDED *****

Attachment Eight: Personnel Profile Summary

Personnel Profile Summary Instructions

Candidate References

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

The candidate reference given must be a person within the client's organization and not a co-worker or a contact within the Contractor's organization. If fewer than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

Candidate Education and Training

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

Resumes may be provided, however they do not preclude the completion of the Personnel Profile Summary section of the RFP.

THE CANDIDATE REFERENCES AND CANDIDATE EDUCATION AND TRAINING SECTIONS MUST BE COMPLETED FOR EACH TEAM MEMBER.

Attachment Eight: Personnel Profile Summary

Candidate Education and Training

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

Candidate's Name:		
Staff Position:		
Education and Training	Months/Years	Degree/Major and Year Earned
College:		
Technical School:		
Technical and Professional Certifications:		
Other Technical and Professional Training:		

***** COPY THIS FORM AS MANY TIMES AS NEEDED *****

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)**

Position #1 – PROJECT MANAGER – Requirements

Candidate's Name:

Requirement: Candidate must be PMP certified with a minimum of 60 months Project Management experience. 36 months of the 60 months experience may include working as an Assistant Project Manager.

Company Name:	Contact Name: Primary or Alternate?	Contact Title:			
Address:		Contact Phone Number:			
		Email Address:			
Work Name:	Beginning Date of Experience	Month/Year	Ending Date of Experience	Month/Year	
Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:					
Description of how client work size and complexity are similar to the Work:					

*** COPY THIS FORM AS MANY TIMES AS NEEDED ***

Attachment Nine: Standard Affirmation and Disclosure Form
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

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

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Attachment Nine: Standard Affirmation and Disclosure Form
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

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

(Address)

(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)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Attachment Ten: Cost Summary

Each offeror must complete a cost summary form. All costs are fixed and not-to-exceed.

The total of the Annual Operations Costs by Location will be the basis for proposal comparison, evaluation and scoring purposes.

The following volume information is given in conjunction with the requirements of the RFP to aid the offeror in the formulation of offeror's costs. Ohio has approximately 17,000 IRP accounts [customers]. These accounts result in approximately 100,000 IRP registrations. The average vehicle owner owns six (6) vehicles. The regional offices are listed separately on the cost sheet in the event that demographics have an effect on employee costs.

The Start Up costs may only be allocated to the first period of the contract.

	Start Up Costs by Location	PRICE
1	Columbus Main Office and System Operation	\$
2	Canton Regional Office	\$
3	Monroe Regional Office	\$
4	Findlay Regional Office	\$
	SUB TOTAL	\$

Additionally, the costs shown in the table below are for the first three (3) years of operations.

	Annual Operations Costs by Location	PRICE		
		1st Year of Operations July 1 - June 30	2nd Year of Operations July 1 - June 30	3rd Year of Operations July 1 - June 30
1	Columbus Main Office and System Operation	\$	\$	\$
2	Canton Regional Office	\$	\$	\$
3	Monroe Regional Office	\$	\$	\$
4	Findlay Regional Office	\$	\$	\$
	SUB TOTALS	\$	\$	\$

The subtotals shown above, the Start Up cost along with three years of Operations costs, will represent the total not-to-exceed fixed cost:

TOTAL NOT-TO-EXCEED FIXED PRICE	\$
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The 2nd year of the contract cannot exceed 3% of the proposed first year cost. The 3rd year of the contract cannot exceed 3% of the proposed second year cost. All subsequent renewals will be calculated using the method described below.

Attachment 10 – Cost Summary – continued

If the State elects to renew the Contract, the Contractor may raise its price in the Cost Summary. The annual price may be raised once per renewal term within 90 days of the effective Contract renewal date; however, the increase may not exceed the Consumer Price Index (CPI) published by the US Department of Labor, Bureau of Labor Statistics. The calculation of price adjustments will always involve unadjusted indexes and it will always use the latest version of the Consumer Price Index data published within 90 days of the effective Contract renewal date. If the Bureau of Labor Statistics discontinues publishing the CPI, the State and Contractor will agree on an appropriate index to employ for any price increase. At no time will the price adjustment exceed a 3.0% annual increase.

The Contractor must provide written notice to the Procurement Representative at least 90 days prior to the end of the Contract period of any desired price increase. Upon receipt of a price escalation letter from the Contractor, the State will respond in writing with an acceptance or rejection of the price escalation.

Prices may also be decreased at any time by written notice to the ODPS Project Representative.

PROPOSED PRICE FOR OPTIONAL PROGRAMMING AND ENHANCEMENTS

As described in Attachment Two of the RFP the Contractor may be required to perform additional programming and enhancements to accommodate non-routine flexibility. Offeror's should not assume that all additional programming or enhancements would be performed on an hourly basis. The State may request that the Contractor propose a fixed cost deliverable to complete the necessary programming and enhancements.

Cost per hour for software development outside scope of the contract for the period including Start-up, Year 1, Year 2, and Year 3 Operations.	\$
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After Year 3 of Operations, the Contractor may raise its hourly rate provided above. The rate may be raised once per renewal term within 90 days of the effective Contract renewal date; however, the increase may not exceed the Consumer Price Index (CPI) published by the US Department of Labor, Bureau of Labor Statistics. The calculation of price adjustments will always involve unadjusted indexes and it will always use the latest version of the Consumer Price Index data published within 90 days of the effective Contract renewal date. If the Bureau of Labor Statistics discontinues publishing the CPI, the State and Contractor will agree on an appropriate index to employ for any rate increase. At no time will the rate adjustment exceed a 3.0% annual increase. The Contractor must provide written notice to the ODPS Project or ODPS Procurement Representative at least 90 days prior to the end of the Contract period of any desired rate increase.