REQUEST FOR PROPOSALS

RFP NUMBER: CSP905210
INDEX NUMBER: DAS065
UNSPSC NUMBER: 85000000 (Healthcare Services)
85101700 (Health Administration Services)

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Benefits Administration Services Office, is requesting proposals for:

BENEFITS CONSULTING SERVICES

RFP ISSUED: January 08, 2010
INQUIRY PERIOD BEGINS: January 08, 2010
INQUIRY PERIOD ENDS: January 25, 2010
PROPOSAL DUE DATE: February 8, 2010

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

Offerors must note that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all Proposals will be open to the public after the award of the Contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and ten (10) attachments totaling 60 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) Office in collaboration with the Joint Health Care Committee (JHCC), has asked the Department of Administrative Services (DAS), Office of Procurement Services to solicit Competitive Sealed Proposals (Proposals) for Benefits Consulting Services as described in Attachment One. This Request for Proposals (RFP) is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Services (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 through February 28, 2013. The State may renew this contract for two (2) additional one (1) year periods, or in monthly increments. The State may renew all or part of this Contract, and allow renegotiation of terms prior to each renewal, subject to the satisfactory performance of the Contractor and the needs of the State.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the State refusing to consider the Proposal of the Offeror.

OVERVIEW OF THE PROJECT'S SCOPE OF WORK. The scope of work for the Project is provided in Attachment One: Part One of this RFP. This section only gives a summary of that Work. If there is any inconsistency between this executive summary and the attachment's description of the Work, the attachment will govern.

BACKGROUND. The Department of Administrative Services, with the cooperation of its employee unions through collective bargaining negotiations and the labor/management Joint Health Care Committee (JHCC), has implemented many changes over the last decade to meet the challenge of health care inflation while maintaining high-quality benefits and an excellent benefit package for state employees. Over the years, the State has implemented a preferred provider organization (PPO), gradually reduced the maximum number of exclusive provider organizations (EPOs) available in any county to two (2) and required that all EPOs be National Committee on Quality Assurance (NCQA) accredited. Mental health and substance abuse benefits have been carved out of health plan benefits and provided by a single Contractor.

Current or recent initiatives include conversion of two (2) EPOs from fully-insured to self-funded status (making all health plans self-insured), implementation of a separate population health management program, which includes carved-out disease management, exploration of alternative or differentiated health plans as currently all Contractors provide the same benefits at the same levels, and carved-out PBM services from all health plans to a single Contractor.

Currently, the state of Ohio provides benefits to approximately 50,500 employees and dependents, representing approximately 126,000 lives. In fiscal year (FY) 2010 approximately 30,000 employees and dependents representing nearly 90,000 lives will receive care through the statewide Ohio Med PPO health plan administered by Medical Mutual of Ohio (MMO). Approximately 20,000 employees are enrolled in four (4) EPOs.

The State works closely with the Joint Health Care Committee (JHCC) on important issues involving employee health care benefits.

OBJECTIVES. The purpose of this RFP is to solicit Proposals that fulfill the requirements, performance expectations, and deliverables as outlined in the scope of work (SOW). It shall be the successful Offeror's obligation to ensure that personnel involved with these services are qualified to perform their portions of the Work.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. 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 Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make scheduled changes through the RFP addendum process. The State will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with state/program staff until contract award is announced.

DATES.

Firm Dates.

RFP Issued:	January 08 2010
Inquiry Period Begins:	January 08, 2010
Inquiry Period Ends:	January 25, 2010
Proposal Due Date:	February 08, 2010

Estimated Dates.

Contract Award:	March, 2010
Purchase Order:	March, 2010
Contract Start Date:	April, 2010

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due. Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and has ten (10) attachments. The parts and attachments are listed below.

PARTS.

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS.

Attachment One	Project Requirements and Special Provisions
Part One	Project Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Form
Attachment Six	Offeror's Reference Form
Attachment Seven	Offeror's Candidate Data
Seven A	Offeror's Project Manager Candidate References
Seven B	Offeror's Staff Information
Attachment Eight	Offeror Performance Form
Attachment Nine	Shipping Labels
Attachment Ten	Cost Summary Form

PART THREE: GENERAL INSTRUCTIONS

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

CONTACTS. The following person will represent the State:

Dana L. King, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

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

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:

    a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
    b. Name of the prospective Offeror.
    c. Representative's business phone number.
    d. Representative's e-mail address.

8. Type the inquiry in the space provided including:

    a. A reference to the relevant part of this RFP.
    b. The heading for the provision under question.
    c. The page number of the RFP where the provision can be found.

9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours of receipt, excluding weekends and state holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, the State will use its discretion in deciding whether to provide answers as part of this RFP process.

The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror who objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by an Offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:

    a. The name, address, and telephone number of the protester.
    b. The name and number of the RFP being protested.
    c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents.
    d. A request for a ruling by DAS.
    e. A statement as to the form of relief requested from DAS.
    f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

2. A timely protest will be considered by DAS, on behalf of the Agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:

    a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the proposal due date for receipt of proposals which are apparent or should be apparent prior to the proposal due date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
    b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the State's decision regarding the Offeror's proposal.

3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.

4. All protests must be filed at the following location:

    Department of Administrative Services
    Office of Procurement Services
    4200 Surface Road
    Columbus, OH 43228-1395

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If the State decides to revise this RFP before the Proposal due date, addenda will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP").
5. Click "Find It Fast" button.
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, the State may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When the State issues an addendum to the RFP after Proposals have been submitted, the State will permit Offerors to withdraw their Proposals. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, the State may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever the State issues an addendum after the Proposal due date, the State will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time the State amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL**.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "RFP CSP905210 - Technical Proposal – Benefits Consulting Services" on the outside of each Technical Proposal packaging. Each Cost Proposal package must be clearly marked "RFP CSP905210 – Cost Proposal – Benefits Consulting Services" on the outside of each Cost Proposal packaging. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) copies, for a total of five (5) Proposal packages. Shipping labels are provided as Attachment Nine of this RFP.

The Offeror must also submit, in the sealed package, two (2) complete copies of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003, or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

The State will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. The State recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. The State will 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, 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 different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits the State from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror. Additionally, all Proposals will be open to the public after the award of the Contract has been posted on the Office of Procurement Service's Web site.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

CONFIDENTIAL INFORMATION. The Department of Administrative Services (DAS) procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the Contract.

Further, the DAS will open for public inspection all proposals provided to the DAS in response to this RFP. Therefore, an Offeror should not provide DAS with any information that the Offeror wishes the DAS not to provide to the public pursuant to a public request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal.
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission.
3. The Offeror submits the designated material in a sealed container clearly marked “Confidential” and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS’ determination that all or some portion of the Offeror’s designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror’s entire Proposal.
2. Request that DAS evaluate the Proposal without certain information DAS deemed “public” (DAS will return such information to the Offeror).
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as “Confidential”, it will be determined that the Offeror waived any right to assert such confidentiality.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. The State may waive any defects in any Proposal or in the submission process followed by an Offeror. The State will only do so if it believes that it is in the State’s interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS**.** The State accepts multiple Proposals from a single Offeror, but the State requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

The State wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP’s requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal. No

assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by an Offeror in responding to this RFP, 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 by issuing another RFP.
The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

PART FOUR: EVALUATION OF PROPOSALS

DISCLOSURE OF PROPOSAL CONTENTS. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. The State will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

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, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

EVALUATION OF PROPOSALS GENERALLY. The evaluation process may consist of up to four (4) distinct phases:

1. The procurement representative's initial review of all Proposals for defects.
2. The State's evaluation of the Proposals.
3. Request for more information (interviews, presentations, and/or demonstrations).
4. Negotiations.

CLARIFICATIONS & CORRECTIONS. During the evaluation process, the State 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 does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's Proposal being disqualified.

REFERENCE CHECKS. The State may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. The State reserves the right to check references other than those provided in the Offeror's Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

INITIAL REVIEW. The procurement representative will review all Proposals for their format and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though DAS/OPS may waive any defects or allow an Offeror to submit a correction.

The procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair.

In addition to the procurement representative, the evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the Work that is the subject of this RFP. Offerors may not contact members of the evaluation committee except at the DAS procurement representative's request. Contacting members of the evaluation committee without DAS permission may result in the rejection of that Offeror's Proposal.

COMMITTEE REVIEW OF THE PROPOSALS. The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined is timely, complete, and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various state personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various state committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. Those Offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the State may ask an Offeror to correct, revise, or clarify any portion(s) of its Proposal. The State will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

PROPOSAL EVALUATION CRITERIA:

MANDATORY REQUIREMENTS. In the Proposal evaluation phase, the State will rate the Technical Proposals submitted in response to this RFP based on predetermined criteria. If the Offeror meets the mandatory requirements in Table 1, the Offeror's Proposal will be included in the next part of the evaluation phase and numerically scored according to Table 2.

In the event of a 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 committee believes is critical to the success of the RFP's objectives. When this is so, the committee may reject that Proposal and consider lower ranking Proposals. Before doing so, the State must notify the Offeror of the situation and give the Offeror an opportunity to cure the critical mandatory requirement.

If the Offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The committee then may continue to consider the other remaining Proposals including, if the committee so chooses, proposals that ranked lower than the rejected Proposal.

TABLE 1 – MANDATORY REQUIREMENTS

MANDATORY CONTRACTOR REQUIREMENTS	DOES NOT MEET	MEETS
The Offeror provides a minimum of three (3) client references, for whom the Offeror has successfully provided similar services within the last two (2) years.		
The Offeror provides a key contact person, by name and telephone number, that will be assigned to this Project.		
The Offeror attests to the fact that it can provide the full scope of services as outlined by the State.		
The Offeror provides a Project Manager that has led at least one (1) similar project of similar size within the past two (2) years.		
The Offeror must acknowledge it has no conflict of interest with any of the Companies involved in this project including, but not limited to: Medical Mutual of Ohio, Aetna, United Healthcare, APS, Paramount, The Health Plan, UBH, Delta Dental, VSP, Catalyst Rx., etc.		
The Offeror proposes a cost for the Scope of Work items indicated on Attachment Ten.		
The Offeror agrees that no work will be performed outside the continental United States, nor will any state of Ohio data be sent or reside outside of the continental United States.		

TECHNICAL REQUIREMENTS, EVALUATION, AND SCORING. Each proposal will be scored and numerical technical point values will be assigned according to the criteria listed in Table 2. The scale below (0-5) will be used to rate each Proposal response to the RFP on the technical evaluation sections listed in Table 2:

DOES NOT MEET	WEAK	BELOW AVERAGE	MEETS	ABOVE AVERAGE	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

The State will score the Proposals responses by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's total technical score. Representative numerical values are defined as follows:

DOES NOT MEET (0): Response does not comply substantially with requirements or is not provided.

WEAK (1): Response was poor related to meeting the objectives.

BELOW AVERAGE (2): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3): Response generally meets the objectives (or expectations).

ABOVE AVERAGE (4): Response indicates the objectives will be exceeded.

STRONG (5): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TECHNICAL REQUIREMENTS, EVALUATION, AND SCORING. Each proposal will be scored and numerical technical point values will be assigned according to the criteria listed in Table 2.

TABLE 2 – TECHNICAL REQUIREMENTS

TECHNICAL PROPOSAL	WEIGHT	POSSIBLE POINTS	OFFEROR'S SCORE	OFFEROR'S TOTAL POINTS
The Offeror demonstrates a high level of expertise and experience in performing those tasks identified in Attachment One.	40	200		
The Offeror provides, for evaluation, key team staffing names and positions detailing each member's experience, background and work assignment (Attachment Seven A, B and C).	10	50		
The Offeror provides, for evaluation, three (3) references where similar consulting work may be reviewed and confirmed, preferably with projects of similar size and scope.	10	50		
The Offeror provides, for evaluation, a preliminary Work Plan and schedule for completing each component of the Project, which should include timelines, personnel and billing rate for providing the information and deliverables specified in the Statement of Work.	15	75		
The Offeror provides, for evaluation, its Proposal following the RFP instructions with a binder, tabs and all required, completed forms.	5	25		
TOTALS		400		

COST POINT CALCULATION. The Offeror's cost points are calculated using the following formula:

Cost points = (lowest Offeror's cost/Offeror's cost) x 100 Possible Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

The Not-To-Exceed Total Project Cost, as identified on the respective Offeror's Cost Summary Form (Attachment Ten), for the initial three-year term shall be the figure used for this calculation. Refer to page 60.

TOTAL POINTS. The Offeror with the highest point total from all phases of evaluation (Technical Merit Points + Cost Points) will be recommended for the next phase of the evaluation. If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest scoring Proposals to move to the next phase. The committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

The maximum values for technical and cost points are listed in Table 3.

TABLE 3 – COMBINED POSSIBLE POINTS BASED ON A STRONG TECHNICAL SCORE

CRITERIA	TOTAL POSSIBLE POINTS	OFFEROR'S ACTUAL POINTS
TECHNICAL REQUIREMENTS	400	
COST	100	
TOTAL	500	

SELECTION PROCESS. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase will always be the highest ranking Proposal(s) based on this analysis. The committee may not move a lower ranking Proposal(s) to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any proposals that the committee disqualifies because of excessive cost or other reasons. Alternatively, if there are to be no more phases because the committee feels they are unnecessary, the highest ranking Proposal will be awarded the Contract.

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion 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 will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still insist that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight the State assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If the State believes the Offeror's financial ability is not adequate, the State may reject the Proposal despite its other merits.

DETERMINATION OF RESPONSIBILITY. The State may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible.

INTERVIEWS, DEMONSTRATIONS, AND PRESENTATIONS. The State may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the State an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, demonstrations, and interviews.

The State normally will not rank interviews, demonstrations, and presentations. Rather, the State may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

REFERENCE CHECKS. The State may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. The State reserves the right to check references other than those provided in the Offeror's Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

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. The State is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the State wants to negotiate, and to dispense with negotiations entirely. Negotiations will be scheduled at the convenience of the State. The selected Offeror(s) are expected to negotiate in good faith.

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the State may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted 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 may then 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 with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the State will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then 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 submission of best and final Proposals by the remaining Offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final Proposals.

If best and final Proposals are required they may be submitted only once, unless the State makes a written determination 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 Offeror's previous Proposal will be considered the Offeror's best and final Proposal.

The State generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the State may negotiate with the next Offeror in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to 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.

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 and collect on the Offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Services are in its best interests and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign and return the signed Contracts to the State by the due date outlined in this RFP. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, the State will issue an award letter to the selected Contractor. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one (1) to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to commence work within five (5) working days after the Contract is executed. If the State awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work within a reasonable amount of time after Contract award, the State reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

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

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

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

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: PROJECT REQUIREMENTS

This attachment describes the scope of services and outlines the service requirements. The Contractor agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future.

SCOPE OF WORK. The Offeror must meet all RFP requirements and complete all Project Milestones and Deliverables, as defined in the Scope of Work.

The state of Ohio intends to issue a contract to one (1) benefits consulting firm to perform the Work specified. The State seeks a partner in helping it reduce costs and improve program efficiencies. Please keep in mind, the State is looking for state of the art, best practices, and actively encourages Offerors to present business models, which will best meet the needs of the State.

The Contractor must provide overall project management for the tasks outlined in this RFP, including the day-to-day management of its staff and assist State staff as pertaining to their assignment to this RFP Project. The Contractor must provide administrative support for its staff and activities. Throughout the Project, the Contractor must employ project management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported, and maintained. The State will provide appropriate oversight for the Project.

Offerors must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The successful Offeror must utilize qualified personnel that are able to perform the Work required and specified in this RFP. Unless otherwise approved by the State's Contract Administrator, all work performed and materials used under this Contract shall conform to the latest version of all state or DAS manuals, standards, specifications, policies, and procedures, and associated addenda and amendments.

The State is seeking Proposals from qualified Offerors to deliver all aspects of the Program described within this RFP. All operating expenses associated with the management, and maintenance, including without limitation, the Offeror's service fees, on-site salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, subcontractors, preventative and remedial maintenance contracts, and insurance must be included in the Offeror's Cost Proposal. Elements of the Cost Proposal must not be interspersed within the Technical Proposal, and should be a separate submission as indicated in Part Three of this RFP.

Offerors should respond clearly and completely to all requirements. Offerors should address and definitively describe, in as much detail as possible, the individual roles and obligations of the Contractor, and of applicable subcontractors, to ensure that the State will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the State refusing to consider the Proposal of the Offeror.

A. DEFINITIONS.

1. Agency: The Ohio Department of Administrative Services (DAS), Office of Benefits Administration Services (BAS).
2. Calendar Year: January 1 through December 31 of the respective year.
3. Contract Administrator: The State representative responsible for contract administration.
4. Contractor: A successful Offeror who will perform the duties specified in the Contract.
5. Electronic commerce technologies: Electronic Date Interchange, Web Invoicing, and Payment cards.
6. EPO: Exclusive Provider Organization.
7. FTP: File transfer protocol.
8. IP: Internet Protocol.
9. NCQA: National Committee on Quality Assurance (NCQA).
10. Offeror: A company or individual submitting a Proposal in response to this RFP.
11. PPO: Preferred Provider Organization.

12. RFP: That certain Request for Proposal for Benefits Consulting Services, numbered as CSP905210, issued by the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, including any addenda, which by its terms is an integral part of this Contract.

13. State: Refers to the state of Ohio, through any of its departments, agencies, or representatives.

14. State of Ohio fiscal year: The period from July 1 of one (1) calendar year through June 30 of the following calendar year. For example, FY 2010 begins on July 1, 2009 and ends on June 30, 2010.

15. Subcontractor: Any service provider hired under contract with the Contractor to meet the requirements of this agreement.

B. RESOURCES. The following resources are available to prospective Offerors on the state of Ohio Web site, for informational purposes at the following URL addresses:

1. Ohio BAS Office Home page:

   http://www.das.ohio.gov/Divisions/HumanResources/BenefitsAdministration/tabid/190/Default.aspx.

2. The Article 20 of the OCSEA Collective Bargaining Agreement (2009 – 2012) is available at the following URL address: http://www.ocsea.org/Toolbox/files/Contract_2009.pdf.

3. Ohio DAS Informational resources are available to prospective Offerors on the state of Ohio Web site, at the following URL: www.das.ohio.gov.

C. GENERAL REQUIREMENTS. The Offeror agrees to be responsible for the areas of responsibility identified in this RFP. In addition, the Offeror agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited, any governing body under which the State may operate now or in the future.

D. PROGRAM REQUIREMENTS - SCOPE OF WORK.

1. Health Plan Request for Proposals, including Offeror Evaluations, Selection and Implementation beginning with the benefit year July 1, 2011.

   a. Assist BAS in consultation with the JHCC Planning Subcommittee in creating a Request for Proposal, including the objectives, minimum requirements, and questionnaire. The RFP must be consistent with Article 20 (Benefits) of the state of Ohio – OCSEA labor contract, April 2009. The RFP shall ask for a proposal for claims administration, customer service, case management, maternity management, and utilization review services. The RFP should seek second and third year fee guarantees of the successful Offeror(s).

   b. Assist BAS and the JHCC Planning Subcommittee in creating the Evaluation Criteria, Evaluation Methodology, and Question Weighting. Validating the clinical provider discounts in Offeror proposals is a priority in this engagement. Therefore, your proposed evaluation process shall include a methodology to validate claimed provider discounts. Your proposal may also include a second or third alternative methodology to validate TPA vendor claimed provider discounts. The methodology to validate TPA vendor claimed provider discounts could include such aspects as a comparison to consultant benchmark information, separate procedures for facility vs. professional discounts, an audit of a sample of claims, a site visit to the Offeror, a re-pricing analysis, procedures to maintain the confidentiality of Offeror's proprietary information, an initial screening of all proposers' discounts, a more rigorous review of all finalists and/or the preferred Offeror (based upon the evaluation and ranking of proposals), and/or other approaches. Provide your recommendation(s) regarding the preferred methodology for the State to utilize, and, if your proposal has alternative methodologies for the validation of discounts, the estimated hours and costs for each should be clearly itemized.

   c. Assist in written responses to Offerors' written questions about the RFP.

   d. Evaluate proposals from health plan Offerors and participate on the scoring committee. Prepare and discuss evaluation and scoring summary with the State and the JHCC Planning Subcommittee.

   e. Participate in finalist interviews and, if necessary, Offeror site visits.

   f. Identify open issues/questions regarding services, fees, and performance standards of the TPA finalists and participate in resolving those issues. Participate in TPA rate negotiations determined by proposal ranking, and meet with BAS and the JHCC Planning Subcommittee to discuss selection(s).

g. Prepare final reports confirming final TPA selection(s), and if necessary, meet to review the final report with Department of Administrative Services staff and/or the JHCC in order to assure the soundness of the report's analysis. Provide technical guidance to the State regarding assistance and negotiation with Contract language (including evaluation of performance guarantees), implementation, and oversight during the duration of the Contract.

h. Include 150 hours of additional consulting time to assist the State, if necessary, in explaining the selection to unsuccessful proposers or other interested parties, and to assist in responding to any administrative or legal challenges by an unsuccessful Offeror(s). This does not include legal services or advice, only consulting services.

2. Consulting Service. Consultation on health care strategy, which shall include review of the current health plan configuration for state employees, and consultation regarding a single benefit plan or multiple benefit plans to assure statewide coverage.

   a. Recommend the most appropriate model(s) to be offered to state employees to BAS and the JHCC. If a model other than the current mix of EPOs and statewide PPO is advocated, advise BAS and JHCC on its feasibility and a methodology and timeline for transitioning to such a health plan offering.

   b. Present pertinent findings of such review, including cost implications, and recommendations including timelines to BAS and the JHCC Planning Subcommittee by July 1, 2010. This must be completed in time to make any necessary changes to health plan contracts. Contractual changes must be executed 90 days prior to any effective date. Findings shall be presented by July 1, 2010.

   c. It is anticipated that the strategic planning will not exceed a total of 290 hours. Propose based upon 290 hours consulting time.

3. Collective Bargaining Preparation. Assistance to DAS and the JHCC during collective bargaining preparation beginning spring 2011 to include costing of various health care proposals, discussions of issues, and working with Contractors to obtain data. It is anticipated that collective bargaining preparation through June 30, 2012 will not exceed a total of 150 hours (actual labor negotiations will occur in the Fall of 2011 Winter 2012). (The Contractor will not participate in actual negotiations). Propose based upon 150 hours consulting time.

4. Annual Health Plan Renewals and Administrative Fee Negotiations.

   a. Evaluate administrative fees of health care Contractors. The Proposed amount shall be on a per-plan charge.

   b. Participate in fee negotiations, including preparing an agenda for negotiation/conference calls with each Contractor (as appropriate), and follow up to confirm any Contractor's revised offer(s).

   c. Review negotiation results with the JHCC Planning Subcommittee.

   d. Complete this task in conjunction with paragraph 5 below.

5. Annual Rate Setting for Health Plans.

   a. Evaluate renewal pseudo premiums for each of the health plans prior to February 1 of each year. The proposed amount for this item shall be based on a per-plan charge.

   b. Include premium components of pharmacy, communications, and mental health.

   c. Present final premiums for each plan to the State that will show estimated break-even rates and rates that will produce gains and losses in increments of one percent up to fifteen percent.

6. Annual Audits and/or Health Plan Assessments. Perform annual hospital/provider discount and claims administration performance standards audits of Medical Mutual of Ohio (MMO), Aetna and United Healthcare for the State's health plans for fiscal years ending June 30, 2010 (FY 2010) and June 30, 2011 (FY 2011). Audit to be performed when the results of the fiscal years become available.

    a. Evaluate plans' administration of hospital and provider discounts and the level of discounts.

    b. Review and assessment of plans' medical claims adjudication process to determine its administrative and financial accuracy in administering the State's benefit plan.

    c. Assessment of the timeliness of claim payments.

    d. Evaluate plans' telephone abandonment rate and speed to answer.

    e. Compare plans' performance for each item to its contractual performance goals.

    f. Calculate penalties owed to the State based upon performance level.

    g. Assessment of the adequacy of plans' internal administrative procedures and controls to support the above performance standards.

    h. At the conclusion of the reviews, summarize the findings in a written report to the State. Meet with the State to discuss the findings of the report, recommendations for improvement, any additional recommended performance measurements, and opportunities for recoveries.

    i. The proposed amount for this item shall be on a per-plan charge.

7. Annual Audits and/or Provider Assessments. Perform annual hospital/provider discount and claims administration performance standards audits for any plans selected for the FY 2012 plan year and beyond. Audit to be performed when the results of the fiscal years become available.

    a. Evaluate plans' administration of hospital and provider discounts and the level of discounts.

    b. Review and assessment of plans' medical claims adjudication process to determine its administrative and financial accuracy in administering the State's benefit plan.

    c. Assessment of the timeliness of claim payments.

    d. Evaluate plans' telephone abandonment rate and speed to answer.

    e. Compare plans' performance for each item to its contractual performance goals.

    f. Calculate penalties owed to the State based upon performance level.

    g. Assessment of the adequacy of plans' internal administrative procedures and controls to support the above performance standards.

    h. At the conclusion of the reviews, summarize the findings in a written report to the State. Meet with the State to discuss the findings of the report, recommendations for improvement, any additional recommended performance measurements, and opportunities for recoveries.

    i. The proposed amount for this item shall be on a per-plan charge.

8. Sample Based Claims Audit (FY 2009 through 2011). Conduct a sample-based claims audit of Aetna, United Healthcare and Medical Mutual for fiscal years ending June 30, 2009 (FY 2009), June 30, 2010 (FY 2010), June 30, 2011 (FY 2011) when data becomes available.

    a. Evaluate sample population.

    b. Present findings to the plan and then to the State. Revise report as necessary. Findings shall be presented to the State within one-month of completion of the audit.

    c. Calculate penalties, if any.

9. Sample Based Claims Audit (Post FY 2011). Conduct a sample-based claims audit of any plan(s) selected for the FY 2012 plan year and beyond when data becomes available.

    a. Evaluate sample population.

    b. Present findings to the plan and then to the State. Revise report as necessary. Findings to be presented to the State within one-month of completion of the audit.

    c. Calculate penalties, if any.

    d. The proposed cost for this item should be on a per-plan charge.

10. Annual Population Health Management general consulting.

    a. Provide ongoing general PHM consulting on operational, clinical and fiscal areas such as incentive program analysis and re-design, contractor performance assessment, and reporting.

    b. Provide annual strategic review and analysis of the PHM program components.

11. Annual PHM Program component audit.

    a. Conduct a sample-based audit of a PHM program component, such as disease management or other program component.

    b. Report findings and recommendations to the PHM Contractor and the State, within one-month of completion of audits.

12. PHM Program Competitive Selection Process for FY 2013.

    a. Beginning FY 2012, assist with preparation of an RFP for the PHM benefit program's new solicitation and competitive selection for FY 2013. (NOTE: The actual RFP for the competitive selection process shall be accomplished by the State.)

    b. Assist with development of scoring model.

    c. Assist with response to Contractor questions.

    d. Assist with evaluation of RFP responses through participation on the evaluation committee.

    e. Assist with responding to finalists' requests for clarification, as needed.

    f. Assist with contract development and finalist(s) negotiations.

    g. The new PHM Contract to be completed by February 1, 2012, unless otherwise agreed in writing by the parties.

13. Annual Dental Plan Rate Setting. Assist with the setting of administrative fees and premium amounts to be charged to state agencies.

14. Annual Vision Plan Rate Setting. Assist with the setting of administrative fees and premium amounts to be charged to state agencies.

15. Mental Health and Substance Abuse Contractor administrative fee setting. Assist with the setting of administrative fees for FY 2012 and beyond.

16. Optional Projects. The following projects may be included in the scope of work for this contract. Please bid on them per item. The State will determine if any (or all) will be included in the final contract with the winning vendor:

    a. Case Management for Health Plans.

        1) Review and evaluate current case management processes and reports.

        2) Assist the State in assessing delivery mode for case management (i.e., carved in with health plan(s) or carved out with disease management).

3) Assist the State in determining desired standards for case management identification, engagement, and reporting.

b. Health Advocacy.

1) Assist the State in assessing the feasibility of health advocacy services to further the objectives of the State's benefits strategy.

2) Depending on outcome of assessment, make recommendation to the State on a set of health advocacy services that would promote health and access to care. Such services might include direct service to the individual member for assistance in navigating healthcare services, obtaining quality care, and effectively utilizing the healthcare system.

c. Assist with compliance with any upcoming federal and/or state requirements.

d. Assist the State in assessing the feasibility of implementing stop-loss insurance for the State's health fund.

e. Evaluate the State's current voluntary benefits offerings and provide recommendations on benefit changes, if applicable.

f. Ad Hoc Consulting - The Contractor shall provide for an additional 120 hours of consulting to assist with projects that are not specified in numbers 1-15 above.

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

a. A pre-performance meeting is required to select the reporting format, review performance requirements and method of reporting.

b. The successful Offeror may provide monthly written status reporting and exception-level status reporting to the Program Manager. The successful Offeror will be required to participate in status meetings conducted by conference call.

c. The successful Offeror will participate in meetings with technical and business personnel or groups recommended by the executive sponsor and/or Program Manager and will independently conduct and facilitate meetings with associated subject matter experts.

18. Project Implementation and Transition. The Project Implementation Plan shall include a description of how the requirements of the Project will be implemented. Please indicate a commitment to assume responsibilities and execute Program requirements. The Offeror must describe its approach, methods, and specific steps required to pre-stage operations for the actual assumption of work associated with this RFP. The State is seeking a response that provides assurance of service implementation upon award of the Contract. The Offeror must describe in detail the interaction necessary to facilitate this effort. The Offeror Failure of the selected Offeror to execute Program implementation within this time-frame shall be grounds for the State to cancel the award of the Contract to the selected Offeror, select another Offeror, and/or re-open the negotiation process.

The Contractor must provide overall management for the services outlined in this Proposal. The State will provide oversight of these services. The Contractor must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Contractor must utilize qualified personnel that are able to perform the Work required and specified in this RFP. Unless otherwise approved by the State, all work performed and materials used under this contract shall conform to the latest version of all DAS manuals, standards, specifications, statewide special specifications, policies, and procedures, and associated addenda and amendments. All materials (including source files, graphics, images, etc.) developed during the course of this Contract shall be provided to the State throughout the fiscal year and at the end of the Contract year(s), as appropriate.

Offerors should respond clearly and completely to all requirements. Offerors should address and definitively describe, in as much detail as possible, the individual roles and obligations of the Contractor, and of applicable subcontractors, to ensure that the State will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP.

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. Contractor(s) shall be compensated at the agreed to "not to exceed" cost. The State will not make payment for time charged to vacation, sick leave or other paid leave of absence, holidays, training or staff development of Offeror's personnel or other non-work related activity.

REIMBURSABLE EXPENSES. None, other than those specifically listed in the Contract.

BILL TO ADDRESS. Offerors must have a completed, blue ink signed W-9 on file.

All Contractor invoices shall be submitted to:

Ohio Department of Administrative Services
Benefits Administration Services, Rhodes SOT
30 E. Broad St., 27th Floor
Columbus, OH 43215

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the Services and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

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

Each Proposal must contain the following completed information, chronologically in order, as listed below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Signed Contracts
5. Offeror Profile
6. Offeror References
7. Work Plan
8. Support Requirements
9. Conflict of Interest Statement
10. Assumptions
11. Payment Address
12. Proof of Insurance
13. Contract Performance
14. W-9 and Contractor Information Forms
15. Declaration Regarding Materials Assistance/Non-Assistance to a Terrorist Organization (DMA)
16. Affirmative Action
17. Cost Summary Form

1. COVER LETTER. The Cover Letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror with name and contact information included (both phone and e-mail). The Cover Letter shall provide an Executive Summary of the Program the Offeror plans to provide. Offerors shall address each and every requirement as specified in Tables 1 and 2 of Part Four. Offerors shall discuss the degree of understanding and agreement with goals and objectives of the State. The letter must also have the following:

   a. A statement regarding the Offeror’s legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
   b. A list of the people who prepared the Proposal, including their titles.
   c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
   d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work. In addition, the Contractor must provide a list of the tests each of the subcontractors will be performing.
   e. 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, tax identification number, and principal place of business address.
      2) The name, phone number, fax number, e-mail 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.
      5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
      6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.
   f. A statement that the Offeror’s proposal for the Project meets all the requirements of this RFP.
   g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
   h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal.
   i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.

j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
m. All contractors from whom the State or any of its political subdivisions make purchases in excess of $2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the offeror has been approved through this affirmative action program. You must visit the Web site at http://www.das.ohio.gov/Eod/AAEEO.htm to make the submission for approval.

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through m. above.

2. CERTIFICATION. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(*Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

(*Insert Company name*) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(*Insert Company name*) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(*Insert Company name*) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. (*Insert Company name*) has a full opportunity to find other business and has made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agency, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. OFFEROR DISCLOSURE OF LOCATION OF SERVICES AND DATA. As part of the Proposal, the Offeror must disclose the following:

a. The location(s) where all services will be performed.
b. The location(s) where any State data applicable to the Contract will be maintained or made available.
c. The principal location of business for the Contractor.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without prior written approval of the Department of Administrative Services.

4. SIGNED CONTRACTS. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract (Attachment Four). The Offeror must complete, sign, and date both copies of the Contract and include it with their Proposal.

5. OFFEROR PROFILE. This RFP includes an Offeror Profile Form as Attachment Five. The Offeror must use this form and fill it out completely including a detailed description of the Offeror's qualifications including the Offeror's capability, capacity, and relevant experience working on contractual agreements for similar projects in the last two (2) years, legal name, address, telephone number, e-mail address, fax number, home office location, date established, ownership (such as public firm, partnership, or subsidiary), firm leadership (such as corporate officers or partners), number of employees, number of employees engaged in tasks directly related to the Work, and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response.

   a. Staffing Plan. The Offeror must provide a staffing plan that identifies all personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

      1) A matrix matching each team member (including IT personnel) to the staffing requirements in this RFP,
      2) A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s),
      3) A discussion of the Offeror's ability to provide qualified replacement personnel.

   b. Firm Background. The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance.

   c. Operational Capacity. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project.

   d. Financial Capacity. The Offeror must provide current financial statements and data describing the current organization, dollar volume, number of employees, home office location, and any other general company profile information.

6. OFFEROR REFERENCES. The Offeror must include three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size and scope to the Work. These references must relate to work that was completed within the past two (2) years. This RFP includes a reference form as Attachment Six. The Offeror must use this form and fill it out completely for each reference. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

   The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience 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. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

   The description of the related service shows the Offeror's experience, capability, and capacity to meet the service deliverables and/or to achieve quality of service objectives. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the State.

   Each reference must be willing to discuss the Offeror's performance with the evaluation committee.

   a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.

   b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.

c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.

d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience 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.

e. Description of how the related service shows the Offerors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.

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

7. WORK PLAN. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Offeror must do to complete the Project satisfactorily. To this end, the Offeror must provide a Work Plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project, and clearly indicate implementation, administration, and transition methodologies. The Work Plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, and be consistent with the requirements as stated in Attachment One, Part One of this RFP.

Specifically, Offerors must:

a. Provide a Work Plan that definitively describes the processes and methodologies involved with performing Project requirements. Describe the approach used for each Project requirement. Include a Project time line, which includes all Deliverables, and plan delineating Project specifics to include time commitment and responsibility of each staff member. The timeline shall be delivered as a Gantt chart, where appropriate, showing all major tasks and delineating each phase of the Project. The timeline should clearly demonstrate how the Work will be fully completed and the respective turn-around times.

b. Describe the methodology proposed to prepare and present comprehensive reports accurately and within the required timeframes.

c. Describe the methodology proposed to prepare and present periodic invoices within the State's guidelines.

d. Provide proposed Performance Guarantees (PGs) and Service Level Agreements (SLAs) for the Project.

e. Provide a positive commitment to the availability of the Offeror's time on-site, when it is mutually agreed that on-site meetings will accomplish more than teleconferences or other means of communication.

1) The Offeror's Work Plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work Plan). After award, the Work Plan will become the Offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. It must:

2) Describe the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements. Offerors must ensure that Attachments Seven A and Seven B are completed and resumes provided as appropriate.

3) Describe the methodologies, process and procedures the Offeror's proposed organization(s) would follow to do the Work.

4) Define the Offeror's quality review process and describe how communication and status review will be conducted between all parties.

5) Describe the Work reporting procedures required for the successful completion of the Work

6) Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

The State seeks insightful responses that describe proven state of the art methods. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror's Work Plan shall clearly and specifically identify key personnel assignments and the number of hours by individual for each task and agree with the individuals identified in the Offeror Profile section.

8. 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 should address the following:

   a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.
   b. Assistance from State staff and the experience/qualification level required.
   c. 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 must therefore 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.

9. CONFLICT OF INTEREST STATEMENT. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

10. ASSUMPTIONS. The Offeror must provide a comprehensive listing of any key assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, or requirements.

11. PAYMENT ADDRESS. The Offeror must give the address to which payments to the Offeror will be sent. The State requires thirty (30) days notice to change the "Bill to Address".

12. PROOF OF INSURANCE. In this section, the Offeror must provide a copy of the certificate of insurance, as issued by the insurer, and required by the General Terms & Conditions of this RFP. The policy may be written on an occurrence or claims made basis.

13. CONTRACT PERFORMANCE. The Offeror must complete Attachment Eight, Offeror Performance Form.

14. W-9 AND CONTRACTOR INFORMATION FORMS. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-3456 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at:

   http://www.ohiosharedservices.ohio.gov/Vendors.aspx

   The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: http://www.osha.gov/pls/imis/sic_manual.html for the SIC codes or http://www.census.gov/eos/www/naics/ for the NAICS codes. Offeror shall follow instructions to determine the proper code.

15. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at http://obg.ohio.gov to file for DMA pre-certification; if you are not already registered you must:

   a. Register with the Ohio Business Gateway (OBG) at:

      http://obg.ohio.gov

   b. Review the Terrorist Exclusion List at:

      http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

   c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

      http://www.publicsafety.ohio.gov/links/HLS0038.pdf

      Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

16. AFFIRMATIVE ACTION. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division (EOD) to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments Web site: http://www.das.ohio.gov/Eod/AAEEO.htm. Documentation from the EOD office shall be supplied as part of the Proposal or an attestation to the fact that the process has been completed and is pending approval by the EOD office.

17. COST SUMMARY FORM. The Cost Summary Form (Attachment Ten) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

    All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

    NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Attachment Three). This information should not be included in the Technical Proposal.

    The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

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

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

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

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

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP 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 all professional 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 (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's proposed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Cost Proposal.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm for the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and

will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the fixed dollar value amounts in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. 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 will send all invoices under this Contract to the “bill to” address in the RFP 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"). That section of the Revised Code currently requires monthly interest payments of one 12th of the annual rate in Section 5703.47 of 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 may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. 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. No payments are required to be made by the State until the matter is resolved.

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 will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive 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.

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

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

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

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

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. 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 at a later time.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

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

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State.

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

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor will provide documentation of the following insurance coverage at its own expense throughout the term of this Contract:

a. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a $1,000,000 limit.

b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

c. Commercial Automobile Liability insurance with a combined single limit of $500,000.
d.
d. Professional Liability insurance covering all staff with a minimum limit of $1,000,000 per incident and $3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall 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.

Certificates for Worker's Compensation and proof of insurance must be provided. 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.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any State employee involved with the Project.

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

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

The Contractor must have qualified replacement people available to replace any people listed by name in the Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) 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 (2) 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(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) 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 the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work 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 will 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, then such rejection may be deemed a termination for 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, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Program is to assure that the Program receives high quality services from the Contractor. To this end, the State will work in partnership with the Contractor to meet this goal. The partnership is defined by this Contract and it is important that communication between the Contractor and the State be open and supportive. Should contract non-compliance be an issue, the State will make every effort to resolve the problem in the least invasive manner.

a. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in this Contract may result in the imposition of remedies as explained below in paragraph 2.

1. The Contractor shall be required to process all state purchase orders within the time period specified herein. The Agency will monitor compliance.

2. The State must be promptly notified of any procedural changes outside the technical requirements listed herein.

b. Resolution for Contract Non-Compliance. The State will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract.

1. For any infractions not immediately remedied by the Contractor, the State will notify DAS through a Complaint to Contractor (CTV) to help resolve the infraction. DAS will apply the provisions of Contract Terms and Conditions to resolve the infraction.

2. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also 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 (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) 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. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

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

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

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

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined 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. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, 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 will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

CONTRACT REMEDIES.

a. Actual Damages. Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

b. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.

c. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. 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/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

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

If the Project, or parts of it, 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 will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

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

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor 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. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) 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 relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and not-to-exceed amounts will be reduced by this credit.

The Contractor will be 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 work a subcontractor will do under a Change Order.

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 will notify the other promptly of any material delay in performance and will 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 must also 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 Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & 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 interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

1. Was already in the possession of the Receiving Party without an obligation of confidence.
2. Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development.
3. Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract.
4. Is rightfully received by the Receiving Party from a third party without an obligation of confidence.
5. Is disclosed by the Receiving Party with the written consent of the Disclosing Party.
6. Is released under a valid order of a court or governmental agency, provided that the Receiving Party:

    a. Notifies the Disclosing Party of the order immediately upon receipt of it; and
    b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

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.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

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. 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. 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 computing devices must have anti-virus software, personal firewalls, and system password protection. In 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 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 comparable to the standard service that Debix, Inc. offers.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS. As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Protected Health Information (PHI) is information received by the Contractor from or on behalf of the State Department of Administrative Services that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 C.F.R. 164.501 and any addenda thereto.

HIPAA compliance requires, at minimum, that the Contractor:

1. Shall not use or disclose PHI except as specifically required under the terms of the Contract with the State Department of Administrative Services, or as otherwise required under the HIPAA regulations or other applicable law Contractor shall use the minimum amount of data necessary to accomplish the objectives of the Contract.

2. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement, and shall employ appropriate technical and physical safeguards to protect the integrity and accessibility of the data.

3. Shall promptly report to the State any knowledge of uses or disclosures of PHI that are not in accordance with the Contract or applicable law, and shall report any security incidents relating to the data. In addition, the Contractor shall mitigate any adverse effects of such a breach to the extent possible.

4. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the Contractor and/or the State Department of Administrative Services agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.

5. Shall make available to the State Department of Administrative Services such information as the State Department of Administrative Services may require fulfilling its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.

6. Shall make PHI available to the State Department of Administrative Services in order for the State Department of Administrative Services to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the State Department of Administrative Services, incorporate any amendments into the information held by the Contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.

7. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from the State Department of Administrative Services, or created and received by the Contractor on behalf of the Ohio Department of Administrative Services, to the Ohio Department of Administrative Services and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the State's Department of Administrative Services compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.

8. Shall, upon termination of this Agreement, at the option of the State Department of Administrative Services, return to the State Department of Administrative Services, or destroy, all PHI in its possession, and keep no copies of the information except as requested by the State Department of Administrative Services or required by law.

9. If the Contractor or its agent or subcontractor destroys any PHI, then the contractor will provide the State Department of Administrative Services with documentation evidencing such destruction. Any PHI maintained by the Contractor shall continue to be extended the same as required by HIPAA and the State Department of Administrative Services for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, the State Department of Administrative Services may at its option terminate the Contract according to provisions within the Contract for termination.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, 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 will 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 in 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, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will 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 in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that 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 has been developed at private expense by the Contractor or a third party, 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 or as an attachment referenced in the RFP, 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 State secrets. 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 (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section 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.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United

States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

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) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

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

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

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

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above. The Contractor's will do the following if any Equipment does not meet the above warranties:

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

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

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor’s work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. 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 will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that 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.

4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, 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.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project 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 Project as a whole does not meet the requirements of this Contract. If the Agency Project 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 Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project 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 Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project 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 Project.

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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the 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. 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 constructed 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 will not be used to interpret any section.

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

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

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, 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. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the Work under this Contract. 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 AND ELECTIONS LAW.

a. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

b. Political Contributions

The Contractor affirms in its Cover Letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

DECLARATION OF MATERIAL ASSISTANCE. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

a. I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

Or,

b. 1. I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

And,

2. I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form, certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, 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 DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments Web site: http://www.das.ohio.gov/Eod/AAEEO.htm.

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.

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

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP No. CSP905210 entitled Benefits Consulting Services, is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Administrative Services, Benefits Administration Office (the "State") and

_____
(The "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's Proposal, and written, authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general Terms and Conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of March 1, 2010, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____	Department of Administrative Services
(Contractor)	(State of Ohio Agency)
_____	_____
(Signature)	(Signature)
_____	Hugh Quill
(Printed Name)	(Printed Name)
_____	Director, Department of Administrative Services
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT FIVE
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Number of Employees:	Number of employees directly involved in tasks directly related to the Work:	No. of employees located in an Ohio branch:
If the Offeror's home office is located in a state other than Ohio, please indicate the number of employees located in an Ohio branch (if one exists). If none are in Ohio, then so state. Additional Background Information:		

ATTACHMENT SIX
OFFEROR'S REFERENCE FORM

OFFEROR'S NAME: _____

Three (3) professional references who have received similar services, as outlined in this RFP, from the Offeror within the past two (2) years. This Form may be duplicated in order to fully provide the required information.

Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of related services provided, project size, complexity and the Offeror's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of related services provided, project size, complexity and the Offeror's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of related services provided, project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A
OFFEROR'S PROJECT MANAGER CANDIDATE REFERENCES

CANDIDATE'S NAME: _____

CANDIDATE'S PROPOSED POSITION: _____

Three (3) professional references who have received services from the candidate in the past two (2) years. These forms may be copied as necessary for additional submissions.

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		
Company Name:	Contact Name: E-mail:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		

ATTACHMENT SEVEN B
OFFERORS STAFF INFORMATION

Please provide the name, title, hourly rate and relevant experience of each person and the component(s) in Attachment One to which they will be assigned. Indicate what in their experience or training qualifies them to work on the component(s) to which they are assigned. Include their years of experience in their field and longevity with your organization.

Offerors shall also ensure that Resumes are provided as part of this attachment if applicable.

ATACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past three (3) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of twenty thousand dollars ($20,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

ATTACHMENT NINE
SHIPPING LABELS

ORIGINAL – Technical Proposal

CSP905210 - Benefits Consulting Services
Department of Administrative Services
Office of State Procurement - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

ORIGINAL – Cost Proposal

CSP905210 - Benefits Consulting Services
Department of Administrative Services
Office of State Procurement - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

COPY __ of __ – Technical Proposal

CSP905210 - Benefits Consulting Services
Department of Administrative Services
Office of State Procurement - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

COPY __of__ – Cost Proposal

CSP905210 - Benefits Consulting Services
Department of Administrative Services
Office of State Procurement - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

ATTACHMENT TEN
COST SUMMARY FORM
(Page 1 of 5)

Offeror's Firm Fixed Price: (Cost per unit/hour of service)/Not-To-Exceed Annual Cost

UNSPSC NUMBER: 85000000

DESCRIPTION (Per Attachment One, Section D., Program Requirements – Scope of Work)	FY 2010	FY 2011	FY 2012	FY 2013
Item 1 – Health Plan RFP. Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	
Staff expenses:	$_____	$_____	$_____	
General and administrative expenses:	$_____	$_____	$_____	
Other (identify specifics):	$_____	$_____	$_____	
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	
Item 2 - Consulting Service. Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 3 - Collective Bargaining Preparation. Estimated hours to perform the Work:			_____hrs	_____hrs
Staff expenses:			$_____	$_____
General and administrative expenses:			$_____	$_____
Other (identify specifics):			$_____	$_____
SUBTOTAL - Cost to perform the Work:			$_____	$_____
Item 4 – Annual Health Plan Renewals/Fees Estimated hours to perform the Work:		_____hrs	_____hrs	_____hrs
Staff expenses:		$_____	$_____	$_____
General and administrative expenses:		$_____	$_____	$_____
Other (identify specifics):		$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:		$_____	$_____	$_____

ATTACHMENT TEN
COST SUMMARY FORM
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DESCRIPTION (Per Attachment One, Section D., Program Requirements – Scope of Work)	FY 2010	FY 2011	FY 2012	FY 2013
Item 5 - Annual Rate Setting – Health Plans. Estimated hours to perform the Work: Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:		_____hrs $_____ $_____ $_____ $_____	_____hrs $_____ $_____ $_____ $_____	_____hrs $_____ $_____ $_____ $_____
Item 6 - Audits/Assessments of Health Plans. Estimated hours to perform the Work: Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:		_____hrs $_____ $_____ $_____ $_____	_____hrs $_____ $_____ $_____ $_____	
Item 7 - Audits/Assessments of Providers. Estimated hours to perform the Work: Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:				_____hrs $_____ $_____ $_____ $_____
Item 8 – Sample Based Claims Audit (FY 2009 - 2011) Estimated hours to perform the Work: Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____hrs $_____ $_____ $_____ $_____	_____hrs $_____ $_____ $_____ $_____	_____hrs $_____ $_____ $_____ $_____	
Item 9 – Sample Based Claims Audit (Post FY 2011). Estimated hours to perform the Work: Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:				_____hrs $_____ $_____ $_____ $_____

ATTACHMENT TEN
COST SUMMARY FORM
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DESCRIPTION (Per Attachment One, Section D., Program Requirements – Scope of Work)	FY 2010	FY 2011	FY 2012	FY 2013
Item 10 – Annual PHM Consulting.				
Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 11 – PHM Program Audit.				
Estimated hours to perform the Work:		_____hrs	_____hrs	_____hrs
Staff expenses:		$_____	$_____	$_____
General and administrative expenses:		$_____	$_____	$_____
Other (identify specifics):		$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:		$_____	$_____	$_____
Item 12 – PHM Competitive Selection Process.				
Estimated hours to perform the Work:			_____hrs	_____hrs
Staff expenses:			$_____	$_____
General and administrative expenses:			$_____	$_____
Other (identify specifics):			$_____	$_____
SUBTOTAL - Cost to perform the Work:			$_____	$_____
Item 13 – Annual Dental Plan Rate Setting.				
Estimated hours to perform the Work:		_____hrs	_____hrs	_____hrs
Staff expenses:		$_____	$_____	$_____
General and administrative expenses:		$_____	$_____	$_____
Other (identify specifics):		$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:		$_____	$_____	$_____
Item 14 - Annual Vision Plan Rate Setting.				
Estimated hours to perform the Work:		_____hrs	_____hrs	_____hrs
Staff expenses:		$_____	$_____	$_____
General and administrative expenses:		$_____	$_____	$_____
Other (identify specifics):		$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:		$_____	$_____	$_____

ATTACHMENT TEN
COST SUMMARY FORM
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DESCRIPTION (Per Attachment One, Section D., Program Requirements – Scope of Work)	FY 2010	FY 2011	FY 2012	FY 2013
Item 15 - Mental Health/Substance Abuse Admin Fee Setting.				
Estimated hours to perform the Work:		_____hrs	_____hrs	_____hrs
Staff expenses:		$_____	$_____	$_____
General and administrative expenses:		$_____	$_____	$_____
Other (identify specifics):		$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:		$_____	$_____	$_____
Item 16 a. - Optional (Case Management).				
Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 16 b. - Optional (Health Advocacy).				
Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 16 c. - Optional (Compliance).				
Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 16 d. - Optional (Stop-Loss Assessment).				
Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____

ATTACHMENT TEN
COST SUMMARY FORM
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DESCRIPTION (Per Attachment One, Section D., Program Requirements – Scope of Work)	FY 2010	FY 2011	FY 2012	FY 2013
Item 16 e. - Optional (Review Voluntary Benefit Offerings). Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
Item 16 f. - Optional (Ad Hoc Consulting). Estimated hours to perform the Work:	_____hrs	_____hrs	_____hrs	_____hrs
Staff expenses:	$_____	$_____	$_____	$_____
General and administrative expenses:	$_____	$_____	$_____	$_____
Other (identify specifics):	$_____	$_____	$_____	$_____
SUBTOTAL - Cost to perform the Work:	$_____	$_____	$_____	$_____
TOTAL NOT-TO-EXCEED COST PER FISCAL YEAR:	$_____	$_____	$_____	$_____

NOT-TO-EXCEED TOTAL PROJECT COST*	$_____

* NOT-TO-EXCEED TOTAL PROJECT COST = FY10 + FY11 + FY12 + FY13 TOTALS