



State of Ohio
Ohio ePayment Program

Prepared March 25, 2011

REQUEST FOR QUOTATION

State Term Schedule

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EXECUTIVE SUMMARY

Purpose

The State of Ohio, through the Department of Administrative Services (DAS), Office of Information Technology (OIT), is seeking a contractor to assist with the migration process to integrate existing agency applications with a new payment processing solution. The scope of work will involve the migration of 20 applications representing six agencies. Once awarded, the term of the Contract is expected to be approximately four months.

These migrations may include, but are not limited to, developing new functionality as well as upgrading, enhancing, modifying, and/or extending existing systems, technology, and/or software. Because of the nature of the project, multiple migrations may be active, run in parallel and require operational support activities during the integration process.

Current Status

The State of Ohio is in the process of procuring a vendor hosted electronic payment processing solution that can process both credit card and ACH transactions. This solution will be part of the current State of Ohio (State) ePayment program, and the solution will replace the payment processing solution in place today.

The current state of the ePayment program consists of seven customer agencies with a total of 20 applications which includes 9 credit card applications and 11 ACH applications. During the last fiscal year, the ePayment program processed over 1.4 million credit card and ACH transactions with approximately 98% of these being ACH transactions. The total number of ACH transactions processed is expected to increase to 2 million next year. Customer applications are tightly coupled to the payment engine making it very costly should a change of payment engine be necessary.

PROPOSAL FORMAT

The Offeror's response shall clearly demonstrate how their proposed candidates meet the requirements outlined in this RFQ. The Offeror's response must identify the roles and responsibilities of all proposed candidates, and must include a resume for each candidate. Should the contract be awarded, consultant substitutions are permitted only with the approval of Infrastructure Services Division.

Each proposal must be organized in the same format as described below. Any material deviation from the format outlined below may result in a rejection of the non-conforming proposal.

- Cover Letter
- Company Profile (history, financial stability, past & current clients) - Any Offeror that submits a proposal must have:
 - Experience with large volume electronic credit card payment processing
 - Experience with large volume electronic ACH payment processing
 - Experience with hosted electronic payment solutions
 - Working knowledge of Payment Card Industry Data Security Standard (PCI DSS)
 - Working knowledge of NACHA rules

Reference forms must be provided to demonstrate that the Offeror has the required experience and qualifications described above.

- Candidate Information:
 - Candidate Resumes
 - Candidate References (3 minimum)-(Optional vendor form attached)
 - Candidate(s) Hourly Rate

- Two Statement of Works (SOW) – 1 for May 1, 2011 through June 30, 2011 and the 2nd July 1, 2011 through August 31, 2011
- Account Information - Offeror must provide the following:
 - Business Name and Address
 - Business Owner or Principle responsible for the agreement
 - Contact Phone
 - Contact e-mail address
 - Federal Tax ID Number, with a completed form W-9 if requested
 - State Term Schedule Number
- Standard Affirmation and Disclosure Form EXECUTIVE ORDER 2010-09S Banning the Expenditure of Public Funds on Offshore Services (Exhibit III)

The State will not be liable for any costs incurred by any Offeror in responding to this RFQ, even if the State does not award a contract through this process. The State may decide not to award a contract.

Proposal Submittal Instructions

Please reply to Ted Hampton 30 East Broad Street, 39st floor, Columbus, OH 43215) with a written proposal no later than 1 pm Tuesday, April 12, 2011.

Please submit proposals in both electronic and hard copy form. Each Offeror must submit 8 complete and signed hard copies of its proposal, and each proposal must be clearly marked "**Ohio ePayment Program RFQ.**" The State will reject late proposals regardless of the cause for the delay. The State may also reject any proposal that it believes is not in its interest to accept and may decide not to do business with any of the Offerors responding to this RFQ.

Revised Code 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 RFQ, without notifying DAS of such finding.

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 contract has been awarded.

The State may reject any Proposal if the Offeror takes exception to the terms and conditions in the Hosted Services Agreement (Attachment One) of this RFQ.

Waiver of Defects

The State has the right to waive any defects in any proposal or in the submission process followed by an Offeror. But the State will only do so if it believes that is in the State's interest and will not cause any material unfairness to other Offerors.

DUE DATES

All quotations are due by 1:00 pm, Eastern April 12, 2011. Any quotation received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late quotations will not be evaluated for award.

SCHEDULE OF EVENTS

All times are Eastern Standard Time (EST).

Event	Date
1. RFQ Distribution to Vendors	March 25, 2011
2. Questions from Vendors about scope or approach due	8:00 am, April 6, 2011
3. Responses to Vendors about scope or approach due	4:00 p.m., April 7, 2011
4. Quotation Due Date	1:00 p.m., April 12, 2011
5. Target Date for Review of Quotations	April 21, 2011
6. Anticipated decision and selection of Vendor(s)	April 22, 2011
7. Anticipated commencement date of work	May 2, 2011

EVALUATIONS

- The following will be considered in determining the contractor to be selected for this engagement, according to a standardized scoring methodology:
 - Technical Requirements described in the RFQ
 - Business Requirements described in the RFQ
 - Approach to Project
 - Company profile
 - Proposed total cost
- All proposals will be evaluated for meeting the requested information. Incomplete proposals will not be reviewed. The proposals will be scored based on the criteria described above.

In general, the Offeror that provides the best value will be selected. The following evaluation criteria will be referenced in order to determine the best value:

The State will evaluate and numerically score each proposal. The evaluation will be according to the criteria contained in the RFQ. The vendor must site specific examples of past performance in the areas to be evaluated. Discussions of general engineering and documentation capability may not score in the “Meets” category. The evaluation and subsequent scoring will result in a point total being calculated for each proposal. 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 the initial evaluation phase. At any time during the initial evaluation phase, the State may ask an Offeror to correct, revise, or clarify any portion of its proposal.

Once the technical merits of a proposal are considered, the costs of that proposal will be considered. But the State may also consider costs before evaluating the technical merits of the proposals by doing an initial review of costs to determine if any proposals should be rejected because of excessive cost.

During the evaluation process, the State may request clarifications from any Offeror under active consideration. It also may give any Offeror the opportunity to correct defects in its proposal. But the State will allow corrections only if they do not result in an unfair advantage for the Offeror and it is in the State's best interest.

PROPOSAL INQUIRIES

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed on the RFQ cover sheet. The State may not respond to any improperly formatted inquiries. The State will try to respond to all inquiries within 24 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry period end date. The State may extend the proposal due date.

To make an inquiry, Offerors must use the process outlined below.

- Access the State Procurement Web site at <http://procure.ohio.gov/>.
- From the Navigation Bar on the left, select "Find It Fast".
- Select "Doc/Bid/Schedule #" as the Type.
- Enter the RFQ number found on the first page of this RFQ (the RFQ number begins with "OIT").
- Click the "Find It Fast" button.
- On the document information page, click the "Submit Inquiry" button.

- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - Name of the prospective Offeror;
 - Representative's business phone number, and
 - Representative's e-mail address.

- Type the inquiry in the space provided, including:
 - A reference to the relevant part of this RFQ;
 - The heading for the provision under question, and
 - The page number of the RFQ where the provision can be found.
 - Click the "Submit" button.

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

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

BILLING REQUIREMENTS

Billing Requirements: All invoices to the Ohio Office of Information Technology shall be:

- No less than monthly, or after deliverable(s) have been approved by Client.
- Submitted within 10 business days following Client approval of services performed.
- Include the following:
 - a. Description of service provided for the invoice period

- b. Deliverable(s) completed with Client acceptance
 - c. If hourly based, project time sheets signed by employee(s) with Client approval
 - d. Company Name
 - e. Purchase Order Number
 - f. Remittance Information
 - g. Date of Invoice, and date(s) services were performed
- Submit invoice(s) to:

Ohio Shared Services
PO Box 182880
Columbus, OH 43218-2880

Exhibit I – Work Requirements

Scope of Work.

The primary objective of this effort is the procurement of migration services to integrate existing agency ePayment applications to the new payment processing solution as further described in this RFQ. This would include integration with the vendor's hosted Test and Production environments. It is the State's objective to enter into a contract with an Offeror that has a track record of success and providing quality services and that proposes robust services with a proposed team (including subcontractors) who have the capabilities and qualifications to develop and deliver the products and services required to meet the State's objectives at a competitive price. The estimated length of this contract is 4 months using a multi-disciplinary team with significant collective experience with the integration of payment processing solutions.

The Contractor will provide a Project Manager. Contractor will establish the overall project plan and methodology to integrate each agency to the new payment solution. Contractor will meet with each agency and provide an assessment of the existing system, the discovery documentation and a timeline that also identifies the specific number of hours to complete the integration for each agency. These hours will be broken down for each team member.

Current Solution.

The current ePayment program consists of 6 customer agencies with a total of 20 applications including 9 credit card applications and 11 ACH applications. Many of these applications are actually credit card and ACH components of the same application. The State however considers each component a separate application. One agency will be completing the migration of its ACH application on its own, however; the State also has an agency that is currently developing a new application to accept ACH payments which will need to be migrated as well. Some agencies may only need assistance with the integration process; therefore this will leave up to 20 applications (9 credit card and 11 ACH) to be converted to the new payment solution.

These applications are integrated with the current payment processing solution via APIs and Web Services provided by the vendor that owns the solution. All agency applications are written in .NET except one that is written in JAVA. Some agencies also have backend processes that utilize Access and SQL databases for reconciling and reporting purposes. The following are functions that may be implemented currently by the agency applications however, most agencies only implement two or three of these.

- Payment Authorization
- Payment Void
- Payment Refund
- Payment Negate
- Assign Payment Settlement Date
- Payment Settlement Query
- Payment Deferred Settlement Query
- Payment Refund Query
- Payment Chargeback Query
- Payment Tracking
- Deposit Report
- Activity Report

Agencies may want to implement processes to receive extract files from the vendor as well. This could be via a real time integration process that leverages a web service or a daily batch reconciliation file delivered via FTP.

Overview of New Solution

The new ePayment solution will be a web-based payment solution that supports a full range of payment types: credit cards, debit cards, electronic checks, as well as recurring and cash payments. The payment solution will provide government agencies with centralized payment processing and administrative functionality for real-time tracking, reporting and auditing. The system will utilize a single, common gateway to permit the acceptance of payments from multiple sources: Web, IVR, POS, mobile, deferred/recurring payments, check scanning, over-the-counter, etc.

The solution will offer several options of integration from any originating application. It will integrate directly with agency web sites to complete customer payment transactions directly on the client web site or to redirect customers to a customizable payment intake form hosted at the vendor's site.

For those agencies already having a form or lookup process in place, either a .NET Web service integration or a non .NET https:// call will be required to be developed for each application in order to pass the transaction information. The integration method must be PCI compliant. The system will allow an agency to pass in agency specific information like an account number, invoice number, balance due, etc. Once the data is passed to the portal system, the solution will securely capture and process payments from the end user.

The selected integration vendor may be required to develop the integration for backend notification of successful authorization to the agency's system at the request of each agency. The backend integration can be performed via real-time or as a daily batch file.

In an effort to onboard each agency, hosting vendor will need to be provided with the following information, including but not limited to: the agency name, the application name, settlement bank information, style sheet layout, encryption format, ACH settlement data, redirect URL (if applicable), and more. All of this information will be unique to each agency application.

Costs

Offeror must supply a complete cost structure for the migration of all agency applications listed in this RFQ to the new payment processing solution.

Skill Sets for Integration Team

IMPORTANT: Vendors must submit resumes for all integration team positions with the required experience/skills identified. Otherwise, Vendors will not be considered for this opportunity.

Contractor Responsibilities and Deliverables

The contractor must meet all requirements as defined in this RFQ. The Contractor must provide a Project Manager for the migration of the current applications and an Operations Manager to ensure that the migration meets requirements in a production environment. These key positions can be the same individual.

Deliverables: The following will be required by the Offeror:

- Overall Migration Plan
- Overall Project Schedule
- Overall Project Communication Plan
- Agency Migration Plan
- Agency Assessment
- Agency Project Schedule
- Agency Migration Timeline Estimate

CONTRACT TERMS

The length of this engagement is scheduled to be four months from May 1, 2011 through August 31, 2011. For this reason we will need two Statement Of Works (SOW) because of the State's fiscal year. The first SOW should cover the period from May 1, 2011 through June 30, 2011 and will be processed as soon as a candidate is selected. The second SOW should cover July 1, 2011 through August 31, 2011 and that quote should be valid (stated on the SOW) through July 15, 2011. The latter quote will not be processed until the new fiscal year begins.

APPROPRIATION OF FUNDS

The state of Ohio'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 or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

INTERVIEW

The State reserves the right to review a contractor's proposed candidates, conduct interviews, and perform any other assessment of the proposed candidate's qualifications.

Exhibit II



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
- (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
- iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
- iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

Exhibit III

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all amendments for new or added services.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Contractor affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. The Contractor affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract, along with all amendments, outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

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

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

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify the State if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity name

Address (Principal Place of Business)

Printed name of individual authorized to Sign on behalf of entity City, State, Zip

Attachment One

HOSTED SERVICES CONTRACT OHIO OFFICE OF INFORMATION TECHNOLOGY

THIS CONTRACT is between the state of Ohio, Department of Administrative Services, Office of Information Technology (the "State"), located at 30 East Broad Street, Columbus, Ohio 43215, and _____, (the "Contractor"), located at _____.

PART ONE: PERFORMANCE & PAYMENT

Statement of Work

Exhibit I is a part of this Contract and describes 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, and the Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project unless the parties so agree and execute a change order reflecting their agreement.

Term

This Contract begins on the later of the date the State issues a purchase order or the Project Start Date. 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. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current biennium, which is June 30, 200_. The State, however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues.

The Project has a completion date that is identified in Exhibit I. It may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. If so, those dates are also contained in Exhibit I. The Contractor must make those deliveries, meet those milestones and complete the Project within the times Exhibit I 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. But the State may have certain obligations to meet, too. Those obligations, if any, are also listed in Exhibit I. If the State agrees that the Contractor's failure to meet the delivery, milestone or completion dates in Exhibit I 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 business days of the Contractor's realization that the State's delay may impact the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay.

The State seeks a complete Project. Any incidental items omitted from the statement of work in Exhibit I will be provided as part of the Contractor's not-to-exceed fixed price in order to be in compliance with the statement of work. 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 Project and the not-to-exceed, fixed price.

On the expiration of this Contract, the Contractor must implement and perform the activities contemplated by the Disentanglement Transition Plan, as described in Exhibit ____, and continue to provide the Project services called for in Exhibit One until the successful completion of the Disentanglement Transition Plan.

Compensation

In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in Exhibit I (the "Fee"), plus any other expenses identified as reimbursable in Exhibit I. But in no event will payments under this Contract exceed the "not-to-exceed" amount in Exhibit I 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 to which the payment is tied. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by Exhibit I. 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 fifteen 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 Exhibit I 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 "Code"). That section of the Code currently requires monthly interest payments equal to one twelfth of the rate per annum prescribed by section 5703.47 of the Code. If the State disputes a payment for anything covered by an invoice, within fifteen 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. In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within thirty days after 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 thirty days after written notice, the Contractor will reimburse the State for that amount at the end of the thirty 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 Exhibit I, if any, in accordance with the terms in Exhibit I and, where applicable, section 126.31 of the Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in Exhibit I.

In making any reimbursable expenditures, 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 expenses will be billed monthly and paid by the State within thirty days of receiving the Contractor's invoice. Any travel or per diem required by the Contractor to perform its obligations under this Contract will be at the Contractor's expense.

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 Code, including section 126.07, have been met; (b) all necessary funds are made available the appropriate state agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; and (d) in the event that 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/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to federal, state and local income taxes, social security, unemployment or disability deductions, withholdings and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

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, and the Contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

PART TWO: PROJECT & 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

Only the Contractor will perform the Project, and the Contractor will not enter into subcontracts for the Project without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in Exhibit I.

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole

point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

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. And 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.

Financial Audits

During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right 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 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 \$25,000.00, 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. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

SAS-70 Reporting

Once every calendar year, the Contractor will cause in the fourth quarter an annual Statement of Auditing Standards 70 (SAS-70) audit covering at least the preceding six month period, for the Contractor service locations or service types for which the Contractor, in its normal course of business, has conducted SAS-70 Type II audits and to the extent such reports are pertinent to the Services, to be completed by a nationally recognized firm qualified to perform such audits. The audit will be a multi-customer SAS-70 Type II covering the common processes controlled and performed by the Contractor at primary Contractor shared service locations in administering customer accounts. In the year Transition occurs, a SAS-70 audit will be provided only if Transition is completed in sufficient time to allow six months of Contractor performance prior to September 30. A copy of each of the resulting audit reports will be delivered to the State during the last quarter of each calendar year.

It is the sole obligation of the Contractor to remedy any issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to the State in conjunction with the Statement(s) of Work in effect at the time of the Audit. The Contractor is to remedy these issues at no cost to the State. For items that arise as a result of State policies, procedures and activities, after mutual agreement on the underlying cause and remedial activity requirements and plan, State agrees to work, and under agreed terms, to effect the required changes to the Services delivery model to remediate issues discovered under a SAS-70 audit.

Equal Employment Opportunity

Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

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 Department web site:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

Use of MBE and EDGE Vendors

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

Insurance

The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract, but may be renewed annually:

(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 \$1,000,000.00 limit.

(b) Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least five \$500,000.00 for any one occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required coverage evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate 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. The certificate must also:

- (a) Provide thirty day's notice to the State before cancellation.
- (b) Have an endorsement providing that the insurance is primary insurance and over any coverage held by the State.
- (c) List the State as an additional insured.

Bond

If Exhibit I provides a dollar amount for a performance bond, the Contractor will provide the State with a performance bond in that amount within five business days after execution of this Contract. The performance bond will serve as an assurance that the Contractor and all of its subcontractors will comply with all the requirements of this Contract. The performance bond will also indemnify the State against all direct damages it suffers from any failure of the Contractor to properly perform. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio. Failure of the Contractor to provide the performance bond on or before the date it is required to be delivered to the State will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

The bond will remain in place through the term of the Contract but may be renewed or continued annually with the approval of the State.

The terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

The Contractor will be solely liable for all the costs associated with getting and keeping the performance bond in place.

State Personnel

During the term of this Contract and for one 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 Exhibit I 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 Exhibit I from the Project if doing so is necessary for legal or disciplinary reasons, provided that the Contractor makes a reasonable effort to give the State thirty days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in Exhibit I. 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 replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in Exhibit I, or should the Contractor fail to provide the notice required under this section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In 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 Exhibit I, then such rejection will 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 on Exhibit I.

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 in the event that 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 thirty days cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within thirty 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 thirty days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty 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. Exhibit I 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 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. But, 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 by the State to be owing to the Contractor. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

The State will have the option of suspending rather than terminating the Project 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 costs associated with a suspension for the State's convenience, but the Contractor will immediately notify the State of any such costs and cooperate with the State in minimizing or eliminating them. 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 thirty calendar days. If the

Contractor does not receive notice to resume or terminate the Project within the thirty day period, then this Contract will terminate automatically for the State's convenience at the end of the thirty 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. The subcontractor will look solely to the Contractor for any compensation to which they may be entitled.

On termination of this Contract, whether the termination is for cause or for convenience, the Contractor must implement and perform the activities contemplated by the Disentanglement Transition Plan as described in Exhibit ___ and continue to provide the Project services as called for in Exhibit One until the successful completion of the Disentanglement Transition Plan.

Representatives

The State's representative under this Contract will be the person identified on Exhibit I as the "Project Representative." The 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 Project Representative may assign a manager responsibilities for individual aspects of the Project to act as the Project Representative for those individual portions of the Project.

The Project Manager under this Contract will be the person identified on Exhibit I as the "Project Manager." The Project Manager will conduct all liaison with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of the State if s/he is identified in Exhibit I as a key individual on the Project.

Project Responsibilities

The State will be responsible for providing only those things expressly identified, if any, in Exhibit I. 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 Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Representative any issues, recommendations, and decisions related to the Project.

If 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 the 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 Project Representative.

The Contractor will provide a written report to the Project Representative at least as often as the end of every other week throughout the term of the Project, or as otherwise provided in Exhibit I. The reports will include the number of hours worked by task and a percentage-to-completion rate, if applicable, as well as any other special requirements in Exhibit I.

Unless otherwise provided in Exhibit I, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, state or federal agency for the Project.

Changes

The State may make reasonable changes, within the general scope of the Project, in any one or more of the following: (i) Project tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. 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 Project. Within five 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 such claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the 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 an adjustment. In that case, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order will then be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. However, if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor 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.

Status of the Contractor

The parties will be acting as 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.

Publicity

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

PART THREE: OWNERSHIP & 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; or
- (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 acceptable to the State.

Ownership of Deliverables

All custom work done by the Contractor and covered by this Contract 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. But 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").

The Contractor may grant the State a worldwide, non-exclusive, royalty-free 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. 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 get 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 copyable 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 Exhibit I or as an attachment referenced in Exhibit I, 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, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

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

PART FOUR: REPRESENTATIONS, WARRANTIES & 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 Exhibit I, be the work solely of the Contractor; (3) no Deliverable will infringe on the intellectual property rights of any third party; and (4) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in Exhibit I.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; (6) the deliverables provided under this Contract are designed to operate without regard to the turning of the century and process dates in a manner that takes into account dates occurring before and after the turning of the century; and (7) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranty regarding professionalism and material defects is a one (1) year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of

indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

General Exclusion of Warranties

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

Indemnity for Property Damage and Bodily Injury

The Contractor will indemnify the State for all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents or subcontractors and occurs without negligence on the part of the State or any of its employees.

Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

PART FIVE: ACCEPTANCE

Acceptance

There will be no formal acceptance procedure unless Exhibit I expressly provides otherwise. If Exhibit I does not provide otherwise, the acceptance procedure will be an informal review by the Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Project Representative will have up to thirty calendar days to do this. No formal letter of acceptance will be issued, and passage of the thirty 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 Project Representative issues a letter of non-compliance, then the Contractor will have thirty calendar days to correct the problems listed in the non-compliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Project Representative issues a letter of acceptance indicating that each problem noted in the non-compliance letter has been cured. If the problems have been fixed during the thirty day period, the Project Representative will issue the acceptance letter within fifteen calendar days.

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 amendment or modification of 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 construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

Severability

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

Construction

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

Headings

The headings used herein are for the sole sake of convenience and 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 party first appearing above, 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.

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 hereunder.

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.

Ohio Ethics Law and Limitations in Political Contributions

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

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 or grant and may result in the loss of other contracts or grants with the State of Ohio.

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

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.

Finding for Recovery

The Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the parties signed this Agreement, the Agreement is void *ab initio*. Further, if the Contractor is subject to an unresolved finding of the auditor of State under Ohio Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void *ab initio*.

Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

(a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than \$100,000 in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;
or

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

and,

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

Safety and Security Rules.

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

Public Record.

Contractor agrees that the Quotation and other documentation submitted by Contractor is public record pursuant to Ohio Revised Code (ORC) 149.43. Any reference to confidential or proprietary records is subject to ORC 149.43.

Governing Law.

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

Executive Order 2010-09S

1. Executive Order Requirements.

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is attached and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. Termination, Sanction, Damages.

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of [insert percent here] of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State

may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment/Delegation.

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

4. Affirmation and Disclosure.

The Contractor must complete the attached Affirmation and Disclosure Form.

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

CONTRACTOR

STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF INFORMATION TECHNOLOGY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOCIAL SECURITY NUMBER OR
FEDERAL TAX I.D. NUMBER:

ATTACHMENT TWO

PERSONNEL PROFILE SUMMARY

CANDIDATE REFERENCES

Candidate's Name:

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

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

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

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project:			
Description of how client project size and complexity are similar to this project:			

**ATTACHMENT TWO
 PERSONNEL PROFILE SUMMARY
 CANDIDATE REFERENCES CONTINUED**

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: Description of how client project size and complexity are similar to this project:			

Client Company:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
Description of services provided that are in line with those to be provided as part of this Project: Description of how client project size and complexity are similar to this project:			

