

**The Ohio Department of Commerce
Real Estate & Professional Licensing
License and Certification Examination Program
Request for Proposal (RFP)
Posting Date: March 29, 2021**

I. Introduction

The Ohio Department of Commerce, Division of Administration (“Department”), on behalf of the Division of Real Estate and Professional Licensing (“REPL”), requests Proposals from qualified vendors to operate REPL’s Real Estate Broker, Salesperson, and Appraiser License and Certification Examination Program (“Examination Program”).

The deadline for submitting a response to this Request for Proposal (“RFP”) is April 16, 2021. If a vendor submits what the Department in its sole discretion determines to be a suitable Proposal in response to this RFP, the Department may enter into a contract with that vendor. It is the Department’s intent to negotiate and execute any awarded contract hereunder by May 15, 2021, with testing to begin by July 1, 2021.

II. Background

The Department is the chief regulatory agency of the State of Ohio. It is made up of eight (8) different regulatory Divisions, one (1) of which is REPL. REPL licenses Ohio’s real estate brokers, salespeople, appraisers, and foreign real estate dealers and salespeople. This RFP stems from REPL’s duties, as Ohio law requires prospective real estate brokers, salespeople, and appraisers to pass an examination prior to doing business in the State. See Ohio Revised Code (“R.C.”) §§ 4735 and 4763; Ohio Administrative Code (“O.A.C.”) 1301:5-1-05 and 1301:11-3-05.

III. Purpose of RFP

This RFP requests Proposals from vendors to operate REPL’s Examination Program. The specifications for the Examination Program are listed in the following section. The only compensation that vendors will receive pursuant to a contract awarded as a result of this RFP (“Awarded Contract”) will be the examination fees that applicants pay to the vendors to sit for an examination.

For the purposes of this RFP, the term “Applicant” means any person who applies to take an examination administered under the Examination Program. Such persons become “Examinees” once they take an examination. The various types of examinations are identified in the first Paragraph of the following Section.

IV. Scope of Work

- A. If a vendor responds to this RFP, its Proposal must put forward an Examination Program solution that meets the following specifications. As such, each responding vendor must:
 - 1. Creation of Examinations.
 - a. Be an Association of Real Estate License Law Officials (“ARELLO”) accredited examination provider and develop examinations in conformity with generally accepted standards for licensure testing. Vendor shall maintain the ARELLO examination accreditation throughout the term of the contract and any contract extension.

- b. Develop and annually update computer examinations of at least 120 questions for both real estate salespersons and real estate brokers. 2/3 of each examination's questions must be national; 1/3 must be Ohio-specific. The Association of Real Estate License Law Officials ("ARELLO") must certify all national questions for both the sales and broker examinations. All Ohio questions must be developed in conjunction with REPL or a practitioner it selects.
 - c. Develop and annually update computer examinations of at least 110 questions for the licensed residential appraiser, certified residential appraiser, and certified general appraiser examinations. The questions for the appraiser examinations must come from the examination item bank that the Appraiser Qualification Board ("AQB") maintains. The AQB must approve all appraiser examinations.
 - d. Not place in any examination any questions the answer for which is contrary or inconsistent with Ohio laws, rules, and/or regulations.
 - e. Develop examinations that are of substantially equal difficulty for all Examinees.
 - f. Within ninety (90) days of a request from REPL, modify any examination as requested. The deadline for such modifications can be extended, at REPL's sole discretion, for good cause shown.
 - g. Immediately transfer ownership and possession to REPL of all content that relates to Ohio law and/or practice developed for any examination upon termination of any Awarded Contract.
2. Administer the real estate sales examination and real estate broker examination. In addition to offering the real estate sales and broker examination onsite at one of the locations referred to in Paragraph 9 of this Section, the Department requires the availability of remotely proctored examinations via a secure online platform with trained and certified proctors. Administer the licensed residential appraiser, certified residential appraiser, and certified general appraiser examinations at one of the testing centers referred to in Paragraph 9 of this Section. Licensed residential appraiser, certified residential appraiser, and certified general appraiser examinations shall not be offered remotely via an online platform.
 3. In consultation with REPL, develop for each examination type a Candidate Information Bulletin ("CIB") that shall include, at a minimum, (a) a description of examination procedures, (b) applicant pre-licensing requirements and qualifications, (c) applicant post-licensing requirements, (d) directions as to how to apply to take an examination, (e) a general overview of the content of each examination, (f) each examination's fee, (g) testing center locations and directions, (h) a review of sample examination items, (i) licensure instructions, (j) instructions on how to register for an examination, (k) the technical requirements for taking the examination remotely online where applicable, (l) instructions for setting up and completing remote online examinations where applicable, and (m) the policy required in Paragraph 26 of this Section. Within forty-eight (48) hours of notice from REPL, vendors must transmit the appropriate CIB to applicants that apply to REPL to take an examination. If applicants give REPL permission to contact them via e-mail, vendors may, in addition to mailing applicants a

CIB, e-mail a CIB to applicants. Vendors must post all CIBs on the website referenced in paragraph 16 of this Section.

4. Conduct examination approval/update/review meetings with REPL and real estate salesperson, real estate broker, and appraiser representatives that REPL selects on no less than an annual basis.
5. Conduct general Examination Program meetings with REPL as it requests. Each vendor shall also have available during regular business hours (8:00 AM EST/EDT to 5:00 PM EST/EDT, Monday through Friday, excluding State holidays) a representative and back-up representative to whom REPL can direct all of its inquiries and from whom it will quickly receive a response. Where practicable, each vendor shall provide adequate transition time to changing representatives so that service to REPL shall be impacted to the least negative degree possible.
6. Conduct with REPL the Examination Program training that it requests.
7. Provide daily, monthly, and annual reports to REPL's Licensing Manager. Also, fulfill all of the Licensing Manager's requests for data and additional reports in a timely manner. Report format and content where not otherwise defined herein shall be determined in consultation with the Licensing Manager.
 - a. Each daily report shall compile information for the day in which Examination Program activity most closely proceeds it. By way of example, the daily report dated Tuesday, January 9, 2018, shall compile information for Monday, January 8, 2018 and the daily report dated Monday, January 15, 2018, shall compile information for Saturday, January 13, 2018. Daily reports shall be e-mailed to the Licensing Manager by no later than noon, Ohio time, each business day. Each daily report must identify (1) whether the vendor received the applicant data that REPL transmitted to it (e.g. requests to sit for examination), (2) each applicant that the vendor refused to admit to an examination and the reason for the refusal, and (3) the number of CIBs that the vendor mailed for each type of examination. Also, attached to each daily report must be a file that lists the following information for each Examinee: his/her (1) Examinee ID, (2) file number, (3) last name, (4) first name, (5) middle name, (6) suffix (in any), (g) street address, (8) street second address (if any), (9) city, (10) state, (11) zip code, (12) date of birth, (13) telephone number, (14) authorization date, (15) examination type, (16) examination type code, (17) examination date, (18) examination score, and (19) whether the Examinee passed or failed.
 - b. Each monthly report shall compile information for the month that precedes it. By way of example, the monthly report dated January 1, 2018, shall compile information for December 2017. Monthly reports shall be e-mailed to the Licensing Manager by no later than noon, Ohio time, on the first day of the month that follows a month with Examination Program activity. Each monthly report must identify (1) each Examinee by examination type, (2) the number of times each Examinee takes each examination, (3) whether each Examinee passes or fails the examination(s) he/she takes, (4) if an Examinee takes either the real estate salesperson or real estate broker examination, whether he/she fails the Ohio portion of his/her respective exam, (5) if an Examinee takes either the real estate salesperson or real estate broker examination, whether he/she fails the national portion of his/her respective exam (6) examination results by examination location, and (7)

- examination results with Company Name. Each monthly report must also include copies of applicant and Examinee examination appeal letters, complaint letters, and written feedback.
- c. Each annual report shall compile information for the year that precedes it. Each annual report shall be e-mailed to the Licensing Manager by no later than noon, Ohio time, on January 15th of each year that follows a year with Examination Program activity. Each annual report shall identify: (1) the number of Examinees that took each type of examination, (2) the number of Examinees that passed or failed each type of examination, (3) the number of applicants that were scheduled to take each type of examination, (4) the percentage of Examinees that passed the examination(s) for which they applied, (5) the percentage of Examinees for the real estate salesperson examination that failed the national portion of the examination, (6) the percentage of Examinees for the real estate salesperson examination that failed the Ohio portion of the examination, (7) the percentage of applicants for the real estate broker examination that failed the national portion of the examination, (8) the percentage of applicants for the real estate broker examination that failed the Ohio portion of the examination, and (9) any other information that the annual ARELLO survey of licensing entities requests that is relevant to the Examination Program and is ascertainable from data in possession of the vendor.
8. Transfer all information and data requested by REPL, whether in report form or not, to REPL, its computer systems, or any other person or entity it directs in the format(s) that REPL selects.
 9. Provide and maintain examination equipment and testing centers at no fewer than five (5) locations across Ohio. Examination equipment and testing centers must be quiet, comfortable, professional, secure, and have an adequate number of operable computers to accommodate the number of examinees registered for each examination. At least one (1) testing center must be in the Columbus, Cincinnati, Cleveland, Toledo, and Akron/Canton metropolitan areas. All testing centers must be easily accessible, be compliant with the Americans with Disabilities Act ("ADA") and have free parking. REPL must approve each testing center before it is used. Also, the vendor must provide handicapped applicants with alternative examination methods in compliance with the ADA. All sites must prominently post appropriate emergency evacuation procedures.
 10. Provide an adequate number of proctors at each testing center and for remotely proctored examinations. All examinations must be proctored by a live proctor in real time for the duration of the entire examination. The remote proctoring service should have the capability of an automated or live authentication solution, and live proctored exam sessions with trained and certified proctors.
 11.
 - a. Admit into examinations only those applicants that produce valid, government-issued, photo identification with birthdates ("ID"). The names and birthdates on any such ID must match the names and birthdates that applicants provide vendors when they register for examinations. Vendors may, at their discretion, admit applicants whose registration information does not match the information on their ID by no more than one (1) letter or number. **NO OTHER EXCEPTIONS TO THE ID STANDARD ARE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF REPL.**

- b. Establish and follow security measures, with REPL approval, to prevent cheating, fraud or misrepresentation by applicants. These security measures shall ensure at minimum that examinees are answering the questions personally, the questions are being answered at the time of testing, applicants are not transmitting or copying answers from another source, applicants are not copying or reproducing the examination and that there are no other individuals communicating with the examinee during testing.
12.
 - a. Administer the real estate sales examination and real estate broker examination both remotely and at each of Contractor's Ohio testing centers from 8:00 AM to 6:00 PM, EST/EDT Monday through Saturday, excluding federal holidays. Administer the licensed residential appraiser, certified residential appraiser, and certified general appraiser examinations at each of the vendor's Ohio testing centers, 8:00 AM to 6:00 PM, EST/EDT Monday through Saturday, excluding federal holidays.
 - b. Each vendor must identify in its Proposal on what federal holidays it intends to close. Notwithstanding Paragraph 17 of this Section, REPL, for good cause shown, may permit a vendor to close testing on other days or limit the hours in which it offers certain examinations. That said, a vendor will not limit any applicant's ability to register for any examination at any time or approved testing location. REPL may also consider any alternatives that a vendor proposes to the terms of this Paragraph so long as they meet the basic objective of creating open scheduling opportunities for applicants.
13. Provide applicants and Examinees with and staff a toll-free telephone number/call-in center that operates at least eight (8) hours a day between 7:00 AM and 7:00 PM, EST/EDT Monday through Saturday, excluding federal holidays. The call-in center will, without intervention by REPL, (a) register applicants for examinations, (b) field and answer all questions about examinations, registration, and other related matters, and (c) correct any situations in which, due to the fault of a vendor, an applicant failed to appear at or was denied entry to an examination. The call-in center will refer all questions about when an applicant needs a license, investigations, license denials, administrative actions, or license statuses to the REPL licensing manager.
14. Register applicants for examinations. Applicants registering for remotely proctored examinations should be registered for the examination for which they apply and the time that they request unless all available slots at a requested examination time are filled. Applicants registering for examinations at testing centers should be registered for the examination for which they apply at the time and testing center that they request unless all seats in a requested examination are filled. Registration must be able to occur via (a) the toll-free telephone number discussed in the previous Paragraph, (b) fax, (c) e-mail, (d) regular U.S. mail, or (e) the website discussed in Paragraph 16 of this Section. Within twenty-four (24) hours of registration, all applicants must be permitted to take an examination if space in a requested examination is available.
15. If an applicant requests a registration document or form, transmit such document or form to the applicant by fax, e-mail, or regular U.S. mail.
16. Create, maintain, and regularly update with the most current materials available (e.g. forms, information) a website that, at a minimum, (a) provides applicants with testing center locations, hours, and examination schedules, (b) registers applicants for examinations, (c) provides

instructions for remotely proctored real estate sales and broker examinations (d) administers remotely proctored real estate salesperson's and broker's examinations, (e) links to the REPL website, and (f) hosts forms and other viewable and downloadable content relevant to examinations and registration. If any of the website functions herein identified ever become unavailable, the vendor responsible for the website will immediately notify REPL by contacting the licensing manager. If such unavailability occurs outside of normal business hours, such notice must occur within two (2) hours after REPL next opens for business.

17.
 - a. If a vendor makes a decision to close a testing center and/or remotely proctored testing due to an emergency, notify REPL licensing manager at 614-466-4100 and contact the REPL licensing manager within thirty (30) minutes of such decision, unless the decision is made outside of normal business hours. In that case, notice will occur immediately upon REPL next opening for business. Notice under this Paragraph will include a reason for closure and an anticipated reopening date and time. A vendor that receives an Awarded Contract will establish and follow a written procedure, approved by REPL, for notifying applicants in the event of the closure of a testing center.
 - b. If Contractor's remote online testing platform ceases to be available for testing during scheduled testing times, Contractor will immediately notify REPL by contacting the licensing manager. If such unavailability occurs outside of normal business hours, such notice must occur within two (2) hours after REPL next opens for business. Notice under this Paragraph will include a reason for unavailability and an anticipated repair date and time. Contractor shall establish and follow a written procedure, approved by REPL, for notifying applicants in the event of the online platform becoming unavailable.
18. Within thirty (30) minutes of completing their examinations, provide Examinees with the results of their examinations. Such results, "score reports," shall be secure and provide each Examinee with (a) a statement of performance (i.e. total score and whether he/she passed or failed), (b) the percentage of questions that he/she answered correctly in each portion of his/her examination, and (c), if the Examinee fails, an explanation of how to register to retake the examination. REPL must approve the explanation referenced in (c).
19. Maintain three (3) years' worth of statistical records for each applicant. The records shall include the types, numbers, and dates of examinations that each applicant takes and whether they passed or failed each examination.
20. Employ staff to develop and maintain the Examination Program that (a) possess in-depth knowledge of real estate salesperson, broker, and appraiser examination development and (b) use industry-accepted examination development procedures to produce Ohio law-specific examination content questions and outlines in conjunction with Division staff.
21. Investigate all reports of testing irregularities, including, but not limited to, cheating, fraud, and misrepresentation. Notify the REPL licensing manager of such matters within forty-eight (48) hours of becoming aware of such reports. Within forty-eight (48) hours of completing an investigation, forward the result of the investigation to REPL.
22. Cooperate with REPL, the Department, or the Office of the Ohio Attorney General in any of their investigations, administrative actions, or requests for public records that touch upon any work or other matters that involve a vendor as a result of this RFP or an Awarded Contract.

Such cooperation may require a vendor, its employee(s), or its representative(s) to appear as witnesses. By submitting a Proposal, each vendor agrees to pay all of the costs associated with such appearances. Each vendor also likewise understands and agrees that it is responsible for maintaining records upon which REPL will rely to prosecute applicants, licensees, and providers for non-compliance and other administrative actions.

23. Allow REPL to review, comment on, and direct changes to be made to any document, form, electronic communication, or other outwardly-facing communicative medium to which applicants have access (e.g. the website identified in Paragraph 16 of this Section). Any changes that REPL requests must be made within ten (10) days of the date of the request.
 24. Establish and follow, with REPL approval, a written standard procedure whereby REPL may make changes to applicant files after their initial transmission to a vendor.
 25. Establish and follow, with REPL approval, a written standard procedure that addresses, mitigates, and provides solutions to any situation in which a testing computer becomes unstable or inoperable during the administration of an examination.
 26. Establish and follow, with REPL approval, a written standard procedure for dealing with applicants who do not appear at their schedule examination time.
 27. Have in place a disaster recovery plan.
 28. Provide to REPL a copy of all finalized and approved written standard procedures that this RFP requires within thirty (30) business days after execution of the contract.
- B. While vendors are not required to be able to provide any of the following services as a part of their proposed Examination Programs, if they submit with their Proposals plans to do any of the following services, those plans may positively impact the Department's evaluation of their Proposal. If offered, the Department is under no obligation to accept any plans submitted in accordance with this Section.
1. Verify pre-licensure applicant education required for examination administration.
 2. Exclusively communicate by e-mail with those applicants that choose that medium of communication for all matters related to their examinations. This would apply to all matters that the call-in center, described in the previous Section, would otherwise handle.
 3. Issue license credentials immediately upon passage of examination.
 4. Review, approve, and audit continuing education courses.
 5. Transfer data to ARELLO or other like entities for cross-checking applicant licensing history and professional discipline records using all or a part of an applicant's information listed in Paragraph 7a of the previous Section.
 6. Offer examination opportunities in the evenings and on weekends outside of the hours required by Paragraph 12 of the previous Section.
 7. Offer testing center locations outside of Ohio.

8. Operate the call-in center identified in Paragraph 13 of the previous Section at hours outside of those listed in that Paragraph.
9. Offer additional services not herein identified that would improve the Examination Program.
10. Offer any of the services listed in this Section at no additional cost to the Department or applicants.

V. Contractor Qualifications

Each vendor must clearly identify in its response to this RFP (their "Proposal") (a) its full business name and any other name by which it does business, (b) its primary business address, and (c) the address of the office(s) that will service the Department if the vendor receives an Awarded Contract. Additionally, each vendor must clearly prove in their response to this RFP that they have and will continue to have for the term of any contract awarded under this RFP the following minimum qualifications:

- A. A primary business address in the United States. If a vendor's primary business address is in Ohio, that should be clearly stated in its response to this RFP. The Department reserves the right to give, at its sole discretion, Ohio-based vendors preferential consideration.
- B. At least five (5) years of experience within the examination industry.
- C. At least five (5) years of experience with examinations programs like the Examination Program sought here.

VI. Proposal Requirements

All Proposals must:

- A. Be clear, easy to read, and free of clerical and typographical errors. The proposals should also be concise wherever reasonably possible.
- B. Contain a cover letter. See Section VII for additional details about the cover letter.
- C. Contain a Prime Contractor Profile. Such a profile is a general narrative of a vendor's company history and ability to support the requirements of this RFP in both the short and long term. It should also include information about how long each vendor has been in business, its size, and if it is publicly held. A vendor should also describe its experience with providing examinations programs like the Examination program sought here, providing examples and references if possible. If a vendor intends to subcontract any work that results from an Awarded Contract, that should be noted in its profile. See Appendix 2 for a sample profile.
- D. Clearly describe each vendor's proposed Examination Program. This portion of each vendor's Proposal is critical and will result in automatic disqualification if incomplete. It describes each vendor's overall understanding of the Examination Program project, the specifications that it will and will not meet (see Section III), how it will meet those specifications, and the tasks that each vendor proposes to perform if awarded a contract. This portion of each vendor's Proposal should also detail times frames and major deliverables/milestones that each vendor intends to

meet/accomplish, accounting for contingencies as issues arise. If a vendor desires any support from REPL or the Department it must identify that support, understanding that REPL or the Department may not provide requested support.

- E. Identify project management, staffing, and service requirements. This portion of each vendor's Proposal must describe how each vendor proposes to manage the Examination Program on a day-to-day basis and how its project manager will interact with REPL. Each vendor should also delineate how appropriate levels of technical, managerial, and administrative support will be provided and maintained to ensure well-functioning license examination programs.
- F. Identify technical requirements. All data record formats and scheduled data transfers required for interfacing with REPL's computer systems must be in the format required by REPL systems. Each vendor will be required to make appropriate changes to its systems to assure compatibility with the REPL's systems. The primary software that REPL uses to maintain examination records of applicants is a commercial off the shelf ("COTS") software known from MicroPact as "eLicense." Additional information about the technical requirements may be requested from REPL. The Department's in-house information technology ("IT") professionals will generate responses to technical requirements questions. Vendors may be required to deal directly with a designated Department IT professional for further discussion of interface requirements. REPL's computer system may change in the future. Each vendor must be able to accept modifications to the computer interface, including the addition of fields. Any expenses incurred by a vendor will be its responsibility unless otherwise agreed to by the Department in writing. Vendors are encouraged to obtain detailed information concerning the interface requirements directly from the Department's IT Group.
- G. Identify applicant fees by examination type. No other fees may be charged to applicants or Examinees without the written permission of REPL. The current fees being charged are in Appendix 3. **VENDORS UNDERSTAND AND AGREE THAT REPL DOES NOT GUARANTEE THE AMOUNT OF FEES OR REVENUES THAT RESULT FROM AN AWARDED CONTRACT. ADDITIONALLY, NEITHER THE DEPARTMENT NOR REPL IS LIABLE FOR ANY COSTS TO ANY VENDOR THAT IT INCURS AS A RESULT OF THIS RFP OR AN AWARDED CONTRACT UNLESS EITHER AGREES TO PAY SUCH COSTS IN WRITING.**

VII. Cover Letter

Each vendor must include a cover letter with its Proposal. Cover letters must be formatted as standard business letters, signed by individuals authorized to legally bind vendors, and certify receipt and acceptance of all terms and conditions in accordance with this RFP, including Section X. Cover letters must also provide summaries of each vendor's offer along with a primary and backup point of contact and telephone numbers, e-mail addresses, and business addresses for both. Additionally, the cover letter should include each vendor's federal tax identification numbers and a statement that each vendor understands and agrees that its Proposal is a public record pursuant to the laws of Ohio.

If a vendor does not accept all of the terms and conditions stated in this RFP, it must clearly identify in a postscript to its cover letter to which of the terms and conditions it objects, why, and what (if any) counter-proposals to them it has. See Section X for more about this.

VIII. Proposal Submission Deadlines and Restrictions

All Proposals must be submitted by **5:00 p.m. on April 16, 2021** (“Submission Deadline”). If a vendor misses the Submission Deadline, it can only submit a Proposal after it seeks and receives written Department permission. Regardless of receiving that permission, the Department reserves the right to reject and not consider any responses submitted after the Submission Deadline.

All vendors responses to this RFP should be submitted electronically in a current PDF format to Agency Procurement Officer Carol Cook at Carol.Cook@com.ohio.gov .

IX. Evaluation of Proposals

The Department will evaluate vendor Proposals to this RFP in three (3) phases. The first phase will examine whether each vendor’s Proposal has any automatic disqualifiers. If a vendor’s response does not clearly contain in a readily identifiable manner the information, certifications, letters, and other specific responses (in the specific formats where applicable) required in Sections IV-VIII (“Automatic Disqualifiers”), it will be automatically disqualified from the rest of the scoring process and not considered by the Department for a contract award under this RFP. The Department, at its sole discretion, may notify a vendor that it has been automatically disqualified and give it an opportunity to correct the deficiency in its Proposal. If a vendor receives such notification, it has forty-eight (48) hours from the moment the Department transmits the notice of its automatic disqualification to remedy its Proposal deficiency. Such notices will only be transmitted via e-mail to the e-mail address provided in a vendor’s cover letter.

Those vendors that are not automatically disqualified will continue to the second phase. The second phase will consider the value of each vendor’s response. Many factors go into “value.” They include but are not limited to (1) the value of the costs a vendor proposes to charge, (2) the value of a vendor’s experience, (3) the value of a vendor’s reputation, (4) the value of whether a vendor is an Ohio company, (5) the technical quality of a vendor’s Proposal (e.g. clarity, completeness, readability), (6) the substantive quality, responsiveness, and/or usefulness of a vendor’s Proposal, (7) the quality, scope, and/or usefulness of the services supporting and surrounding a vendor’s Proposal, and (8), if not addressed in another factor, how well each vendor proposes to meet and/or exceed the requirements of this RFP. The factors shall be rated according to Appendix 1- Scoring Matrix. The value of each vendor’s Proposal will be given a score up to 100. The vendor (or vendors in the case of a tie) that receives the highest value score will move onto the third phase.

The third phase will consider whether the Department should recommend to the Director or her delegee that she award a contract as a result of the RFP. Not all RFPs produce a Proposal that merits a contract: even if a Proposal has the highest score in Phase 2, that does not mean that it adequately meets Department needs, standards, etc. If the Department recommends that the Director award a contract, its recommendation will be forwarded to the Director or her delegee for a final decision. The final decision may not come until after all contract negotiations with a vendor have concluded, a contract has been drafted, and a vendor has signed it. In the case where a contract must be signed by the vendor before it is submitted to the Director or her delegee for approval, the Department reserves the right, should the Director or her delegee not approve of the contract, to cancel it without any liability. By submitting a Proposal, vendors agree to the condition in the previous sentence.

In the case of a tie in Phase 2, if the Department recommends awarding a contract, it will either (a) decide which of the tied Proposals is best for the Department and forward that Proposal for a decision or (b) forward all of the tied Proposals to the Director or her delegee for a decision.

Appendix I contains the scoring matrix that the Department will use to evaluate vendor Proposals under this RFP. The Department reserves the right to make formatting changes to it.

The Department reserves the right to not award a contract to any vendor as a result of this RFP, including the highest scoring vendor in the second phase, for any reason. It also reserves the right to revoke any offers that it makes to any vendor so long as it does so before the vendor accepts them. Such a revocation can be done with or without cause.

X. Terms and Conditions

By submitting a Proposal, each vendor agrees to the following terms and conditions, terms and conditions that may be, at the Department's sole discretion, added to any Awarded Contract. If any vendor has any objections to any of these terms and conditions, it must specifically raise those objections in its cover letter. See Section VII above. If such objections are not raised per Section VII, by submitting a response to this RFP each vendor agrees that it waives all objections to the terms and conditions both now and in the future in relation to this RFP and any Awarded Contract. Each vendor that submits a Proposal also agrees that it will not propose contracts or contract terms to the Department that contradict any of the following terms and conditions unless those contradictions are clearly identified in their counter-proposals as contradictions and in accordance with objections it submitted to the Department per Section VII. Finally, each vendor that submits a Proposal agrees that if it refuses to agree to any of the terms or conditions below after not raising objections to them per Section VII, the Department may immediately, without liability or limitation, terminate consideration of the vendor's Proposal regardless of where in the RFP, Proposal evaluation, or contract awarding processes the vendor and the Department are.

Nothing in these terms and conditions guarantees that the Department will accept a vendor's Proposal.

In addition to those already stated in the RFP, the Department's terms and conditions are:

Proposals are Firm for 90 days. Unless stated otherwise, once opened all Proposals submitted to the Department are irrevocable for ninety (90) days from the date of submission. After ninety (90) days, unless a vendor notifies the Department in writing that it no longer will honor its Proposal, it will continue to do so until the Department either accepts or rejects it.

Proposals are Public Record. After an RFP is issued, each submitted Proposal is a public record as defined in Ohio Revised Code (R.C.) § 149.43. Each vendor that submits a Proposal therefore agrees that (a) it will not submit to the Department any Proposal that contains trade secrets or proprietary information and (b), if it does submit such a Proposal, that the Department, without liability or limitation, may release any records that contain such trade secrets or proprietary information in response to any public records request for such records.

Public Records And Retention Of Documents And Information. The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that any awarded Contract, as well as any information, Deliverables, records, reports, and financial records related to the Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the Department determines that, pursuant to State or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Department to preserve and/or provide documents and information, in

both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

Secretary of State. Each vendor that submits a Proposal certifies that it is properly registered with the Ohio Secretary of State.

Contract & Work Performed. All work performed by any vendor as a result of this RFP shall be done in a timely and workmanlike manner, consistent with the terms, conditions, and expectations of this RFP and any resulting contract. If a contract is awarded as a result of this RFP, the vendor-party to that Awarded Contract shall continue its work thereunder until that work is completed to the satisfaction of the Department.

Warranties. The terms and conditions of any document issued by a vendor to the Department that disclaim any express and/or implied warranties (a) have no effect on the issuing vendor's duty to perform work under an Awarded Contract in a workmanlike manner and (b) do not disclaim the warranties provided in any other agreements that the issuing vendor has with the Department or the State of Ohio.

Assignment/Delegation. If a vendor enters into an Awarded Contract, it will not assign or delegate any of its rights or duties thereunder without the written consent of the Department. Any assignment or delegation not consented to may be deemed void by the Department.

Product Recall. If a vendor enters into an Awarded Contract, it agrees to notify the Department if a product purchased by the Department is recalled.

Publicity. If a vendor enters into an Awarded Contract, it agrees that it will not do the following without prior, written consent from the Department:

- A. Advertise that the Contractor is doing business with the Department;
- B. Use this Contract as a marketing or sales tool; or
- C. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.

Governing Law and Jurisdiction. This RFP, the evaluation of Proposals, and any Awarded Contracts shall be governed, by the laws of the State of Ohio. The venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

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

Payments, Invoices and Interest. Payments due under any Awarded Contract are due on the 30th calendar day after the date of actual receipt of a proper invoice by the Department's Accounting section at either (a) 6606 Tussing Road, Reynoldsburg, Ohio 43068 or (b) accounting@com.state.oh.us. The date of the warrant issued in payment will be considered the date payment is made. R.C. § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.

Payment Due Date And Process. Unless otherwise stated in any Awarded Contract and in accordance with Section 126.30 of the Ohio Revised Code payments under any Awarded Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the Department will be considered the date payment is made. Payment of an invoice by the Department will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Department's preferred method of payment is by electronic funds transfer. However, the Department may also make payment by State of Ohio payment card or by warrant issued by the Auditor of State. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and the Department.

Certification Of Funds/Purchase Order Requirements. None of the duties or obligations in this Contract are binding on the Department, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:

- A. All statutory provisions under the Ohio Revised Code have been met;
- B. All necessary funds are made available;
- C. If applicable, an official Department Purchase Order (P.O.) has been issued from the Department.
- D. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.

Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, the Department is exempt from sales tax. The Department is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. The Department does not agree to pay any taxes on commodities, goods, or services acquired from any vendor. The Department is not required to produce a certificate or permit of exemption.

Indemnification, Hold Harmless, Attorney's Fees, and Representation. The Department will not indemnify, hold harmless, or pay attorney's fees to a vendor as a result of any Awarded Contract. Such an arrangement would violate State law and is therefore prohibited. Pursuant to R.C. § 109.02, the Attorney General of Ohio represents the Department in all legal matters in which the Department has been named a party. Any requirement that vendor defend a lawsuit where the Department has been named as a party is subject to R.C. § 109.02.

Liability. Any vendor that executes an Awarded Contract agrees to indemnify and to hold the Department and the State of Ohio harmless and immune from any and all claims for injury or damages arising from an Awarded Contract that are attributable to said vendor's negligent or purposeful actions or omissions or those of its trustees, officers, owners, partners, employees, subcontractors, assigns, successors, suppliers, third parties utilized by said vendor, joint venturers, or other persons or entities serving in any similar capacity while acting under the Awarded Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.

Public Record and Confidentiality Mandate. Each vendor understands that information and data received by the Department may be subject to Ohio's Public Records Act. See e.g. R.C. § 149.43. Each vendor also understands information and data received by the Department may also be confidential pursuant to various sections of the Revised Code. Applicable confidentiality mandates will survive the termination or expiration of any Awarded Contract. Should a vendor receive a request for confidential information or data related to an Awarded Contract or the performance for which it calls, regardless of the source of the request and including but not limited to subpoenas, the vendor will immediately notify the Department of the request. Additionally, upon termination or expiration of any Awarded Contract, each vendor agrees to return to the Department all confidential information and data (including copies) that each vendor acquired as a result of an Awarded Contract.

Term. Any Awarded Contract shall be effective as of the date of the final signature on it. It shall terminate no later than June 30, 2023. Department may elect to renew the Contract on the same terms and conditions, (including pricing), in writing executed by both parties evidencing their agreement to renew the Contract. If the Department elects to renew, the renewal term shall be from July 1, 2023 to June 30, 2025. years (or revise as other term). However, no renewal term shall extend beyond the expiration of the biennium in which the renewal commences.

Certification of Funds. In accordance with R.C. § 126.07, an Awarded Contract is not valid or enforceable until the director of the Ohio Office of Budget and Management certifies that there is a balance in the applicable appropriation not already obligated to pay existing obligations in an amount at least equal to any payments the Department agrees to pay under the Awarded Contract.

Non-appropriation. Performance by the Department under an Awarded Contract is contingent on the availability of lawful appropriation of funds by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for any payments due under the Agreement, the Agreement will terminate as of the date that the funding expires without further obligation of Department.

Insurance. The State of Ohio is self-insured.

Campaign Contributions. Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.

Conflict Of Interest/Ethics. Each vendor represents, warrants and certifies that it and its employees are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Vendor further represents, warrants, and certifies that neither vendor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest in the administration or performance of any awarded contract.

Independent Contractor Acknowledgement. Each vendor fully understands and agrees that it is an independent contractor and is not an agent, servant, or employee of the State. Each vendor declares that it is engaged as an independent business and has complied with all applicable federal, State, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, State, municipal or other

tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Insurance. Until all obligations under any Awarded Contract are satisfied, and without limiting Vendor's indemnification obligations herein, each vendor will procure and maintain, for the duration of any Awarded Contract, the insurance policies in accordance with Appendix 4.

Drug Free Workplace. The Contractor agrees to comply with all applicable State and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on Department property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. The Contractor will comply with all State and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and **approved** by the Ohio Department of Administrative Services, Equal Opportunity Division.

Prohibition Of The Expenditure Of Public Funds For Offshore Services. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form (EXHIBIT 2) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Trade. Pursuant to Section 9.76(B) of the Ohio Revised Code, Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Contractor certifies that it, its subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

Vendor's Warranty Against An Unresolved Finding For Recovery. Each vendor warrants that it is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. Each vendor agrees that if the Department deems this warranty to be false on the date the parties

execute the Contract, the Contract is void ab initio and the vendor shall immediately repay any funds paid under this Contract.

Termination. An Awarded Contract may be terminated by the unilateral action of (a) the Department by giving 30 days written notice to the vendor party to an Awarded Contract or (b) the Ohio General Assembly if it fails to appropriate funds for any part of the work contemplated under the Awarded Contract.

Debarment: Each Vendor shall certify that it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery;

Use Of MBE And EDGE Vendors. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the Department encourages each vendor to purchase goods and services from Ohio certified MBE and EDGE vendors.

Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

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

Subcontracting. The Department recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the Department. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the Department. The Department reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Contract. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

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

The Department may require the Contractor, its employees, subcontractors and agents to sign a confidentiality agreement and policy acknowledgements and have a background check performed before accessing facilities, data, or systems. Each Ordering Agency may require a different confidentiality agreement or acknowledgement, and the Contractor, its employees, subcontractors and agents may be required to sign a different confidentiality agreement or acknowledgement for

each Ordering Agency. The Contractor must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgment or have a background check performed.

Appendix 1 – Scoring Matrix

Phase 1 – Automatic Disqualifiers	
Is there one (1) or more automatic disqualifier?	Y or N
If so, briefly identify it/them.	
Phase 2 - Value Factor Analysis	Weight
Value of the costs a vendor proposes to charge	5
Value of a vendor's experience	5
Value of a vendor's reputation	5
Value of whether a vendor is an Ohio company	5
Technical quality of the vendor's response to the RFP itself (e.g. clarity, completeness, readability)	20
Substantive quality, responsiveness, and/or usefulness of a vendor's Proposal	20
Quality, scope, and/or usefulness of the services supporting and surrounding a vendor's Proposal	20
If not addressed in another factor, how well the vendor proposes to meet and/or exceed the requirements of the RFP	20
Total	
Phase 3 - Recommendation	
Highest Score from Phase 2?	Y or N
If yes, recommend to the Director for Contract Award?	Y or N

Appendix 2 - Prime Contractor Profile

Company:	Contact:	
Address:	Phone Numbers:	
Project Name:		
Description of related services provided:	Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year

Appendix 3 – Current Examinations Costs to Applicants

The costs proposed must reflect the total possible costs to an applicant. All processing fees, taxes or any other unidentified fee or cost must be included in the total cost to the applicant.

Examination Type		Total Costs to Applicant
1	Real estate sales examination, national portion only	
2	Real estate sales examination, Ohio portion only	
3	Real estate sales examination, both national and Ohio portions	
4	Real estate broker examination, national portion only	
5	Real estate broker examination, Ohio portion only	
6	Real estate broker examination, national and Ohio portions	
7	Real estate sales examination, national portion only, retake	
8	Real estate sales examination, Ohio portion only, retake	
9	Real estate sales examination, both national and Ohio portions, retake	
10	Real estate broker examination, national portion only, retake	
11	Real estate broker examination, Ohio portion only, retake	
12	Real estate broker examination, national and Ohio portions, retake	
13	Licensed Residential Appraiser	
14	Certified Residential Appraiser	
15	Certified General Appraiser	
16	Licensed Residential Appraiser, retake	
17	Certified Residential Appraiser, retake	
18	Certified General Appraiser, retake	

Appendix 4 - Insurance Requirements

Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.
- B. Workers' Compensation insurance as required by the State of Ohio, or COM in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this Contract. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Status. Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
- B. Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Umbrella or Excess Insurance Policies. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

- D. Notice of Cancellation. Contractor shall provide State of Ohio with 30 days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Contract shall be a breach of this Contract.
- E. Waiver of Subrogation. Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.
- F. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to and approved by COM. COM may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or COM.
- G. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five
 3. (5) years after completion of the Contract work.
 4. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage. Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.