



State of Ohio
Class Plan Competency Consultant

Prepared March 5, 2012

R E Q U E S T F O R P R O P O S A L

Table of Contents

[INTRODUCTION AND BACKGROUND](#)3

[PURPOSE OF THE REQUEST FOR PROPOSAL](#).....3

[BACKGROUND](#)3

[EXISTING ENVIRONMENT](#)3

[BUSINESS DRIVERS](#).....3

[ADMINISTRATIVE](#)4

[DUE DATES](#)4

[SCHEDULE OF EVENTS](#).....5

[GUIDELINES FOR QUOTATION PREPARATION](#)6

[QUOTATION SUBMISSION](#)6

[DETAILED RESPONSE REQUIREMENTS](#).....7

[EVALUATION FACTORS FOR AWARD](#)12

[CRITERIA](#)12

[TERM & CONTRACT](#)13

[PROPRIETARY INFORMATION](#)14

[WAIVER OF DEFECTS](#).....14

[REJECTION OF QUOTATIONS](#).....14

[EVALUATION OF QUOTATIONS](#)14

IRNTRODUCTION AND BACKGROUND

PURPOSE OF THE REQUEST FOR PROPOSAL

The Department of Administrative Services (DAS), Human Resources Division (HRD) is seeking a comprehensive approach to bring a class plan consultant on board to assist during our class plan conversion. This includes working with our team to create rating anchors for the competency bank we intend to use, which currently only contains terms and definitions. Competencies will become as important as minimum qualifications under the revised plan and must be appropriately anchored for consistent application. The State is looking at a bank of approximately 40-50 competencies to be pulled for use by any of the state agencies, boards and/or commissions.

This Request for Proposal (RFP) identifies work to be performed under the anticipated contract. Services will be rendered, and training material provided, within the 2012 fiscal year. The work will end no later than June 30, 2012.

This engagement will help DAS-HRD during the transition from an approach using minimum qualifications to assess applicants to a competency based approach.

BACKGROUND

The current classification plan contains approximately 2700 classifications. There are roughly 600 classifications with zero employees in them. Currently, 70% of the employees are in 30% of the classifications.

The class plan conversion will reduce the number of classifications to around 1000. The State of Ohio anticipates the use of broadbanding via job families. This conversion will allow more flexibility for managers and result in fewer job audits and working out of class grievances. It will match up to federal job categories as well as the labor market.

The State is considering the possibility of using ONet as the source of job occupation descriptions. The use of ONet would lead to lower administrative costs and provide consistency for both employees and HR professionals. ONet contains a plethora of HR related tools as well as tools for employees. The Compensation and Workforce Planning team has been working on a crosswalk to link the current classifications with the job occupations listed in ONet. At, this time, ONet does not contain rating anchors in describing the various competencies. The State would like to move to using competencies to assess applicants instead of minimum qualifications, under the revised class plan. The State is looking at a bank of approximately 40-50 competencies to be pulled for use by any of the state agencies, boards and/or commissions.

EXISTING ENVIRONMENT

A competency bank is being developed for use by all state agencies when posting their positions. Currently, the bank only contains terms and definitions of the competencies. There is a need for the creation of rating anchors. Competencies will become as important as minimum qualifications, under the revised plan, and must be appropriately in order to be meaningful.

BUSINESS DRIVERS

- Changing environment
- Strategic partnerships
- Conversion of the classification plan

ADMINISTRATIVE

GENERAL QUALIFICATIONS

In order for the selected vendor and its proposed candidates to be successful, it is important that they have relevant, successful experience in similar settings, specifically the public sector. In your proposal, specify your vendor background information and history, list experience with the State of Ohio, list experience with public sector clients, provide an overview of the areas the vendor specializes in, primarily related to the scope of this effort, and how the vendor plans to support this engagement.

PROPOSAL INQUIRIES

Vendors may make inquiries regarding this RFP any time during the inquiry period listed on the RFP 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 may extend the proposal due date.

To make an inquiry, vendors 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 RFP number found on the first page of this RFP (the RFP number begins with "DAS").
- 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 vendor's representative who is responsible for the inquiry;
 - Name of the prospective vendor;
 - 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 RFP;
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found.
 - Click the "Submit" button.

A vendor submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an e-mail acknowledging receipt. The vendor will not receive a personalized response to the question nor notification when the State has answered the question. The vendor is responsible for going to the website to review the answer.

Vendors 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.

DUE DATES

All quotations are due by 1:00 pm EST, March 16, 2012. 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. RFP Distribution to vendors; period for questions* from vendors begins	March 5, 2012
2. Period for questions from vendors closes	March 14, 2012
3. Quotation Due Date	1:00 p.m., March 16, 2012
4. Target Date for Review of Quotations	March 19, 2012
5. Anticipated decision and selection of vendor(s) – Week of	March 21, 2012
6. Anticipated commencement date of work	April 2, 2012
* The State will try to respond to all inquiries within 24 hours, excluding weekends and State holidays.	

GUIDELINES FOR QUOTATION PREPARATION

QUOTATION SUBMISSION

Award of the contract resulting from this RFP will be based upon the most responsive vendor whose offer will be the most advantageous to the State of Ohio in terms of functionality and other factors as specified elsewhere in this RFP.

The State of Ohio reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

Vendor's quotation shall be submitted in several parts as set forth below. The vendor will confine its submission to those matters sufficient to define its quotation and to provide an adequate basis for State of Ohio's evaluation of the vendor's quotation.

In order to address the needs of this procurement, State of Ohio encourages vendors to work cooperatively in presenting integrated solutions. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance and delivery for the project being provided under this RFP. State of Ohio will recognize the integrity and validity of vendor team arrangements provided that:

- The arrangements are identified and relationships are fully disclosed and
- A prime vendor is designated that will be fully responsible for all contract performance.

Vendor's quotation in response to this RFP will be incorporated into the final agreement between State of Ohio and the selected vendor(s). The submitted quotations must include each of the following sections:

1. Cover Letter
2. Executive Summary
3. Scope, Approach and Methodology
4. Project Tasks
5. Vendor Qualification
6. Detailed and Itemized Pricing (In a separately sealed envelope)
7. Appendix A: References
8. Appendix B: Project Team Staffing
9. Appendix C: Vendor Overview
10. Appendix D: Agreement For Services

DETAILED RESPONSE REQUIREMENTS

COVER LETTER

This section must include a statement of the vendor's interest in submitting a response and general overview explaining the experience and qualifications of the vendor as relevant to this RFP.

EXECUTIVE SUMMARY

This section must include a high-level synopsis of the vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

Assumptions

The following assumptions must be addressed and included in the vendor's response to the RFP. Additional assumptions raised by the vendor that are necessary for unique consideration of their proposal may also be included and explained in this section.

- HRD anticipates the project to take between 10-15 weeks. HRD expects the vendor to propose the project timeline that best meets the objective of the project.
- The availability of the State participants will be a constraining factor, as each person will be performing their regular full-time responsibility. The vendor should anticipate this and plan to staff the project with flexibility and with consultant(s) that can adapt and be efficient in this scenario. Advanced scheduling of activities and adherence to this schedule will be critical to gaining access to State employees.
- The project timeline may be extended upon mutual agreement between the vendor and the State to complete engagement if circumstances necessitate delay. As this is a Firm Fixed Price, neither the payments nor the total cost of purchase order will be modified for any such delay.
- HRD expects the vendor to propose the staffing that best meets the objective of the project, and leave it to the vendor's discretion and experience to propose the appropriate staffing and roll-on / roll-off scheduling. Any roll-on / roll-off assumptions should be specified and will be validated and/or changed at project initiation by the State and the vendor.

SCOPE, APPROACH, AND METHODOLOGY

HRD is seeking to create rating anchors for the new competency bank that only contains terms and definitions. Competencies will become as important as minimum qualifications. The State is looking at a bank of approximately 40-50 competencies to be pulled for use by any of the state agencies, boards and/or commissions.

This effort will have a 4-task approach. Task 1 will focus on engagement while Task 2 will center on the creation of tailored plan that will reach the various audiences. Task 3 will focus on the scheduling, delivery and deployment aspects of this assignment. The final task will focus on sustaining the product for post initiation of change, in other words providing the tool(s) for future employee use.

The section must also include a description of the vendor's methodology for completing the type and scale of project. Include the method and approach used to manage the overall project and client correspondence. Be specific enough to demonstrate that the vendor and its project team have a clear understanding of and method to achieve the project objectives.

PROJECT TASKS

Describe how the engagement proceeds from beginning to end. Provide a draft timeline that clearly identifies high-level milestones. The vendor should supply a high level, time-phased schedule of work. This schedule will be refined with the State upon project initiation.

The vendor must include a narrative description of how they will accomplish the activities described in this section.

1. Engagement Initiation

The vendor's engagement team leads State project sponsors and stakeholders in an engagement kickoff meeting to confirm expectations about the purpose of the engagement, the delivery approach and timelines, the amount of time and effort required from the participants, and the expected milestones and deliverables. The objectives of the meeting are focused on:

- Introduction of the delivery team, roles, and responsibilities
- Project goals and purpose of engagement
- Explanation of the expected engagement deliverables and work products

The deliverables for this phase will be the Project Management Documentation – Due to the abbreviated duration of this engagement, minimal documentation will include a Project Plan, Project Schedule, and Project Status reports along with any additional documentation needed to support the project management function as needed.

2. Understand the audiences and revise the approach

This task is focused on understanding the State's various audiences and how they can be reached.

- Revises the approach and recommends tools to facilitate, etc., as needed
- Solutions report
- Schedule for delivery

3. Delivery and deployment

In this task, the efforts turn toward implementation of the plan.

- Deployment Status report for number of competencies with rating anchors created.

4. Develop Final Report

The last step in this task will create the project artifact.

- Present a Final Report - a high level summarization of the project and constraints or risks that were mitigated, etc. presented in MS PowerPoint or MSWord format.
- The Final Report will also include the deliverables to sustain the solutions provided throughout the project as well as a list of benefits and disadvantages of each.

VENDOR QUALIFICATIONS

In order for the selected vendor and its proposed candidates to be successful, it is important that they have relevant, successful experience in related HR services as outlined in this request. Specify vendor background information/history, list experience with the State of Ohio, list experience with public sector, provide overview of the areas the vendor specializes in (primary related to the scope of this effort) and how the vendor plans to support this engagement. The contract vendor will assemble a delivery team consisting of the contract vendor's personnel or authorized agents. At minimum, the proposed team must consist of a Project Manager/Team Lead who will manage the day to day operations of the project and all other PM duties and responsibilities as pertain to successful completion of the assessment.

KEY PROJECT DELIVERABLES / ARTIFACTS			
Project Artifacts			
Key Deliverable	Responsibility	Acceptance Criteria	Approval Required
Project Plan	Vendor	Describes the problem or value proposition addressed by the project. Describes the work that will be performed Identifies team members Identifies the deliverables and timeline for completion Contains Project Schedule and timeline for completion of all deliverables prior to contract end timeline and milestones Contains acceptance criteria for deliverables. Contains plan for identifying and managing risk and issues. Must have been developed and coordinated and agreed upon by all listed resources. Must be delivered within 2 days of contract start date. Must be completed in MS Project/Word/Visio as appropriate.	HRD PM

KEY PROJECT DELIVERABLES / ARTIFACTS			
Key Deliverable / Artifact	Responsibility	Acceptance Criteria	Approval Required
Solutions Report	Vendor	Acceptance Criteria will be determined and finalized with the acceptance of the Project Plan.	Vendor PM and HRD PM
Deployment Status Reports	Vendor	Contains progress, planned activities, issues and risks. Will be delivered to HRD PM weekly by 12:00 noon the following Monday after completing work.	HRD PM
Final Report	Vendor	Acceptance Criteria will be finalized with the acceptance of the Project Plan.	Vendor PM and HRD PM

DETAILED AND ITEMIZED PRICING

Vendor must provide its quote on vendor letterhead using the following tables. Costs must include the position description, hourly rate, number of hours, and must not exceed \$49,000.

Table 1 – Payment for Deliverable(s)

Payment Milestone/Deliverable	Cost
Task 1 - Engagement & Project plan	Sum to paid per deliverable TBD
Task 2 - Solutions report	Sum to paid per deliverable TBD
Task 3 - Deployment status report	Sum to paid per deliverable TBD
Task 4 - Final report	Sum to paid per deliverable TBD
Not-To-Exceed- Fixed Price	\$49,000

APPENDIX A: REFERENCES

Provide three current corporate or governmental references for similar work.

APPENDIX B: PROJECT TEAM STAFFING

The vendor must provide resumes and relevant experience of all staff and management personnel that will be working on the project. Describe the qualifications and relevant experience of the people that would be assigned to this project by providing biographies for those staff members. Please indicate the role that each person is being proposed to fill. Describe bonding process and coverage levels of employees. Affirm that no employees working on the engagement have ever been convicted of a felony and no work will be performed by outsourcing off-shore.

APPENDIX C: VENDOR OVERVIEW

Provide the following for your vendor:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers, including payment address as registered in OAKS, if registered in OAKS.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers
- Person authorized to contractually bind the organization for any quotation against this RFP.
- Brief history, including year established and number of years your vendor has been providing related HR services as outlined in this request.
- MBE Certification, if applicable
- State Term Schedule Certification, if applicable
- Conflict of Interest Statement

APPENDIX D: AGREEMENT FOR SERVICES

The vendor awarded the Contract by the State of Ohio is required to execute a "Personal Services Agreement" (Agreement). The State of Ohio has provided the core of the Agreement as appendix D, attached hereto. The vendor must agree to all of the terms and conditions contained in the Agreement. Those portions left blank and highlighted will be finalized after negotiation between the vendor awarded the contract and the State of Ohio. No other terms are subject to negotiation. - (See page 16 of this document for the Agreement).

EVALUATION FACTORS FOR AWARD

CRITERIA

Any award to be made pursuant to this RFP will be based upon the quotation with appropriate consideration given to operational, technical, and management requirements. Evaluation of offers will be based upon the vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP. State of Ohio may, at their discretion and without explanation to the prospective vendors, at any time choose to discontinue this RFP without obligation to such prospective vendors.

The evaluation committee will compare those submitted responses on how each response particularly addresses the following areas:

1. Expertise and background
2. Quality of deliverable
3. Timeline
4. Experience with similar projects

*** The cost information MUST be signed, and submitted in a separately sealed envelope.**
 The envelope must be clearly marked "Class Plan Competency Consultant" on the outside of its envelope along with vendor's name and must be submitted in the correct format as described below.

Deliverable	Role/Title	Hourly Rate	Number of Hours	Costs
Engagement / Project Plan				
	Subtotal			
Solutions report				
	Subtotal			
Deployment status report				
	Subtotal			
Final report				
	Subtotal			
TOTAL				

The selected vendor will be expected to submit and invoice for payment after the completion of each deliverable/phase itemized.

TERM & CONTRACT

- Space will be provided in HRD's offices at 30 E. Broad St., Columbus, Ohio 43215. Actual time spent onsite will depend on the project schedule, tasks, associated activities and the vendor's proposal, however it is anticipated that some percentage of the work effort will be conducted at the **vendor** facility.
- The terms of the contract must be fulfilled no later than June 30, 2012.
- No additional costs, such as travel, meals, lodging, taxes, parking or other associated costs may be charged separately for this work. The vendor's sole compensation for the duties described herein shall be the billings for the completed, accepted deliverables.
- All work performed by the vendor shall be the sole property of the State of Ohio.

QUOTATION SUBMITTAL

(1) Each vendor must submit four (4) complete, sealed and signed copies of its quotation (excluding cost information), and each quotation must be clearly marked "Class Plan Competency Consultant" on the outside of its envelope along with vendors name.

(2) The envelope must be clearly marked "Class Plan Competency Consultant" on the outside of its envelope along with vendor's name. **The cost information MUST be signed, and submitted in a SEPARATELY SEALED ENVELOPE (AS INSTRUCTED ON PAGE 13).**

(3) A single electronic copy of the complete quotation must also be submitted with the printed quotations. Electronic submissions should be on a CD, DVD or USB memory stick. **The electronic copy MUST be submitted in a SEPARATELY SEALED ENVELOPE.**

The State may reject late quotations regardless of the cause for the delay. The State may also reject any quotation that it believes is not in its interest to accept and may decide not to do business with any of the vendors responding to this RFP.

Quotations MUST be submitted to the State's Procurement Representative:

**Tammy Johnson, Service Assurance Supervisor
Department of Administrative Services
Office of Finance – Service Assurance Division
30 East Broad Street, 40th Floor
Columbus, OH 43215**

PROPRIETARY INFORMATION

All quotations 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 quotation or supporting materials because the State will have the right to use any materials or ideas submitted in any quotation without compensation to the vendor. Additionally, all quotations will be open to the public after the contract has been awarded.

The State may reject any Proposal if the vendor takes exception to the terms and conditions of this RFP.

WAIVER OF DEFECTS

The State has the right to waive any defects in any quotation or in the submission process followed by a vendor. 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 vendors.

REJECTION OF QUOTATIONS

The State may reject any quotation that is not in the required format, does not address all the requirements of this RFP, or that the State believes is otherwise not in its interest to consider or to accept. In addition, the State may cancel this RFP, reject all the quotations, and seek to do the work through a new RFP or other means.

EVALUATION OF QUOTATIONS

Clarifications and Corrections

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

Requirements

This RFP asks for responses and submissions from vendors. While each criterion represents only a part of the total basis for a decision to award the contract to a vendor, a failure by a vendor to make a required submission or meet a requirement will normally result in a rejection of that vendor's quotation. It is not a basis for determining the importance of meeting any requirement to participate in the quotation process.

The evaluation process may consist of:

1. The procurement representative's initial review of all quotations for defects; and
2. The review committee's evaluation of the quotations.

Initial Review

The procurement representative normally will reject any incomplete or incorrectly formatted quotation, though the procurement representative may elect to waive any defects or allow a vendor to submit a correction. If a late quotation is rejected, the procurement representative will not open or evaluate the late quotations. The procurement representative will forward all timely, complete, and properly formatted quotations to a review committee, which the procurement representative will chair.

Committee Review of the Quotations

The State's review committee will evaluate each quotation that the procurement representative has forwarded to it.

At any time during this phase, the State may ask a vendor to correct, revise, or clarify any portions of its quotation.

The State will document all major decisions in writing and make these a part of the file for each quotation considered.

Determination of Responsibility

The State may review the highest-ranking vendors or its key team members to ensure that the vendor is responsible. The Contract may not be awarded to a vendor that is determined to be not responsible. The State's determination of a vendor's responsibility may include the following factors: the vendor's and its key team members' experience, past conduct on previous Contracts, past performance on previous Contracts, ability to execute this contract properly and management skill. The State will make such determination of responsibility based on the vendor's quotation, reference evaluations and any other information the State requests or determines to be relevant.

Changing Candidates

A major criterion on which the State bases the award of the contract is the quality of the vendor's candidate(s). Changing personnel after the award may be a basis for termination of the contract.

Contract Award Process

It is the State of Ohio's intention to award one contract under the scope of this RFP, based on the RFP Calendar of Events schedule, so long as the State determines that doing so is in the State's best interests and the State has not otherwise changed the award date. Any award decision by the State under this RFP is final. After the State makes its decision under this RFP, all Proposers will be notified in writing of the final evaluation and determination as to their proposals.

PERSONAL SERVICE CONTRACT

This contract is made by and between the State of Ohio, Department of Administrative Services (the "ODAS"), 30 East Broad Street, Columbus, Ohio, 43215, and [REDACTED] (the "Contractor"), located at [REDACTED].

ARTICLE I: STATEMENT OF WORK

- 1.1 Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with ODAS personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- 1.2 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.
- 1.3 Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODAS.
- 1.4 Unless stated otherwise in Exhibit I, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise in Exhibit I.
- 1.5 Any reimbursable travel-related expenses, specifically provided in Exhibit I of this contract, shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 1.6 ODAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Contract, as specified herein and in Exhibit 1.

ARTICLE II: TIME OF PERFORMANCE

- 2.1 This contract shall **commence** [REDACTED] **and shall expire on** [REDACTED].

- 2.2 In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed in Exhibit I.
- 2.3 Upon the expiration of this contract, ODAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this Contract shall have any further obligations hereunder.

ARTICLE III: COMPENSATION

- 3.1 In consideration for the promises and performance of Contractor as set forth herein, ODAS agrees:
- A. To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I;
 - B. To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed;
 - C. A lump sum amount of \$_____ for services performed in accordance with Exhibit I.
- 3.2 It shall be mutually agreed and understood between both parties that the total amount to be paid by ODAS to the Contractor under this contract shall in no event exceed the sum of \$_____ unless Contractor receives prior approval from ODAS or when required, approval of the Controlling Board and is so notified of such approval by ODAS in writing.
- 3.3 In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODAS. If ODAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Contractor. ODAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.4 ODAS shall pay interest on overdue payments in accordance with Section 126.30 of the Revised Code. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Revised Code.
- 3.5 It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODAS gives the Contractor written notice that such funds have been made available to it, by ODAS's

funding source.

- 3.6 In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency, or instrumentality other than ODAS, the Contractor shall submit to ODAS such reports and information and comply with such other conditions as ODAS may require in order to fulfill its obligations under any agreement providing for such financial assistance. ODAS shall give the Contractor timely notice in writing of such requirements.

ARTICLE IV: RECORD KEEPING REQUIREMENTS

- 4.1 The Contractor shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.
- 4.2 During the period covered by this contract and until the expiration of three years after final payment under this contract, the Contractor agrees to provide ODAS, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of Contractor involving transactions related to this contract. Contractor shall, for each subcontract in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE V: RELATED CONTRACTS

- 5.1 The work contemplated in this contract is to be performed by Contractor, who may subcontract without State's approval for the purchase of articles, supplies, components, or special mechanical services, that do not involve the type of work or services described in Exhibit I, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without written approval by ODAS. All work subcontracted shall be at the expense of the Contractor.
- 5.2 Contractor agrees that it has not entered into nor shall it enter into other contracts, without written approval of ODAS, to perform substantially identical work for the Ohio Department of Administrative Services such that the work product contemplated under this contract duplicates the work done or to be done under the other contracts.

ARTICLE VI: CONFLICTS OF INTEREST

- 6.1 No personnel of Contractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the work.
- 6.2 Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this contract or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODAS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless ODAS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE VII: NONDISCRIMINATION OF EMPLOYMENT

- 7.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any

- person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- 7.2 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

ARTICLE VIII: DELIVERABLES; RIGHTS IN DATA, PATENTS AND COPYRIGHTS

- 8.1 Unless stated otherwise in Exhibit 1, Deliverables means all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property prepared or developed or created or discovered under or in connection with this contract.
- 8.2 Unless stated otherwise in Exhibit 1, all Deliverables provided by the Contractor shall become the intellectual property of ODAS and ODAS shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Contractor shall reserve its rights in all methods, pre-existing work, and pre-existing software applications and data, used to prepare such Deliverables.
- 8.3 Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.
- 8.4 Neither Contractor nor any of the Contractor's employees, agents, subcontractors, or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by ODAS prior to application for the patent. In the event that such patent is obtained, the Contractor shall, at the request of ODAS, provide ODAS with written authorization for ODAS and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.
- 8.5 Contractor agrees that all Deliverables may be made freely available to the general public, to the extent allowed by law.

ARTICLE IX: TERMINATION

- 9.1 ODAS may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor. In the event that the Work includes divisible services, ODAS may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.

- 9.2 If it appears to ODAS that the Contractor has failed to perform any of the requirements of this contract, or that Contractor is in violation of a specific provision of this contract, ODAS may provide the Contractor with notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice.
- 9.3 In the event of termination under this Article, the Contractor shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODAS may require.
- 9.4 In the event of termination under this Article, Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODAS. ODAS shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract. In the event of suspension or termination, any payments made by ODAS in which services have not been rendered by the Contractor shall be returned to ODAS.
- 9.5 Contractor may terminate this Agreement upon sixty (60) days' prior written notice to ODAS.

ARTICLE X: RESPONSIBILITY FOR CLAIMS

- 10.1 Contractor agrees to hold the State of Ohio, Department of Administrative Services harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
- 10.2 When applicable, Contractor shall reimburse ODAS for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by ODAS to do so.

ARTICLE XI: COMPLIANCE WITH LAW

- 11.1 Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this contract. ODAS shall not be liable for any taxes under this contract.

ARTICLE XII: LIMITATION OF LIABILITY

- 12.1 ODAS's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies for the ODAS's failure to perform under the contract shall be as set forth in this Article. IN NO EVENT SHALL ODAS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ODAS HAD

BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XIII: AMENDMENTS OR MODIFICATIONS

13.1 Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.

ARTICLE XIV: ASSIGNMENT

14.1 This contract, and any rights, duties, or obligations described herein, shall not be assigned by either party hereto without the prior express written consent of the other party.

ARTICLE XV: GOVERNING LAW

15.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that ODAS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

ARTICLE XVI: DRUG-FREE WORKPLACE

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

ARTICLE XVII: ETHICS AND DEBARMENT

17.1 Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

17.2 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

ARTICLE XVIII: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

18.1 The Contractor affirms to have read and understands Executive Order 2011-12K 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.

18.2 The Contractor also affirms, understands, and agrees to immediately notify ODAS 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.

18.3 TERMINATION. SANCTION. DAMAGES:

- A. 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 and ODAS 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 ODAS all funds paid for those services. ODAS may also recover from the Contractor all costs associated with any corrective action ODAS 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.
- B. ODAS may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. ODAS 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.
- C. If ODAS determines that actual and direct damages are uncertain or difficult to ascertain, ODAS in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.
- D. ODAS, 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, ODAS may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.
- E. Notwithstanding ODAS permitting a period of time to cure the breach or the Contractor's cure of the breach, ODAS does not waive any of its rights and remedies provided ODAS 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.

18.4 Assignment / Delegation:

- A. 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 ODAS. Any assignment or delegation not consented to may be deemed void by ODAS.

ARTICLE XIX: OHIO ELECTIONS LAW

- 19.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XX: WORKERS' COMPENSATION

- 20.1 Contractor shall provide its own workers' compensation coverage throughout the duration of the contract and any extensions thereof. The agency is hereby released from any and

all liability for injury received by the contractor, his employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.

ARTICLE XXI: STATE AUDIT FINDINGS

21.1 Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.

21.2 If the warranty in paragraphs 21.1 is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to ODAS any funds paid under this Agreement.

ARTICLE XXII: NOTICES AND SIGNATURES

22.1 Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal’s behalf.

22.2 All notices, consents and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year last written below.

STATE OF OHIO
Department of Administrative Services

CONTRACTOR:

By: _____
DIRECTOR

By: _____

Print Name

Title

Date: _____

Date: _____

OAKS ID

For Use by Office of Legal Services Only:

EXHIBIT I SCOPE OF WORK

Contractor shall perform the following:

Compensation:

Contractor shall be compensated _____

Invoices shall be sent to:

Ohio Department of Administrative Services
30 E. Broad St., 40th Floor
Columbus, Ohio 43215

ATTN: _____

EXHIBIT II
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

The CONTRACTOR/SUBCONTRACTOR 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 as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR 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)

(Name)

(Address, City, State, Zip)