



July 8, 2016

Ohio Treasurer of State

Request for Proposal

**Ohio Pooled Collateral System
Development Vendor**

DEADLINE FOR SUBMISSION:
August 12, 2016 – 3:00 p.m. Eastern Time

Two hard copies and one electronic copy of your response to:

Office of Ohio Treasurer of State
Attention: Trust Department
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

A copy of this Request for Proposal may be obtained by request from the Ohio Treasurer of State on July 8, 2016 beginning at 11:00 a.m. Eastern Time

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Summary and Objective

This Request for Proposal (“RFP”) is issued by the Ohio Treasurer of State (“Treasurer’s Office”) to obtain information in connection with the selection of a provider (“OPCS Development Vendor”) to perform programming development for the creation of the Ohio Pooled Collateral System (“OPCS”).

Changes to the Ohio Revised Code (“ORC”) in 2015 allows for eligible Financial Institutions (“FIs”) to pool collateral for depositing Ohio public entities (“Public Units”) and establishes the Treasurer’s Office as the sole regulator and monitor of the program. Under this program, the Treasurer’s Office ensures that the securities pledged as collateral have a market value in excess of deposited funds after removing federal insurance coverage limits, and that all necessary steps are taken to ensure Public Units have a perfected security interest in the collateral pledged by FIs.

The Treasurer’s Office is requesting proposals from qualified professional firms (“Respondent”) to provide services in order to build the Ohio Pooled Collateral System and move it to production on or before July 1, 2017.

This RFP is not an offer to contract, but seeks the submission of proposals from Respondents that will form the basis for negotiation of a contract. Specific requirements, as outlined in the RFP, shall be met or exceptions noted and approved by the Treasurer’s Office. All Respondents are required to comply with applicable federal and state laws, rules and regulations.

The Treasurer’s Office will review and substantiate all information requested in this RFP; accordingly, please answer all questions as thoroughly as possible. Any false information submitted in response to this RFP may result in the exclusion of the Respondent from any further business dealings with the Treasurer’s Office, and misrepresentations will be reported to the Ohio Attorney General’s office.

Section 1 – Administrative Overview

1.0 **Issuing Office**

This RFP is being issued by the Treasurer’s Office. The only individual who has authority to sign or obligate the State of Ohio to this solicitation is the Ohio Treasurer of State, or the Treasurer of State’s designee.

1.1 **Scope of Services and Deliverables**

Please refer to RFP Section 2 – Scope of Services for detailed service descriptions, but in summary, the scope of services and deliverables (“Scope of Services”) covered under this RFP includes, but is not limited to:

1. Implementation Plan
2. System Design and Integration Document
3. Test Data
4. Test Analysis Report
5. System Application Software
6. Knowledge Transfer
7. Training Material
8. User Manual
9. System Administration Guide
10. Knowledge Sharing Program
11. Post Implementation Support

1.2 **Minimum Respondent Requirements**

The Respondent will be required to meet and demonstrate the following minimum eligibility criteria:

1. Experience with major ground up or greenfield systems development or offer a packaged solution with sufficient custom flexibility to meet OPCS requirements;
2. Large scale development using MS C# or .NET technology plus a framework for testing security and confidentiality; and
3. Clear, proven methodology for requirements, development, testing and deployment that the Respondent has used successfully on similar large scale development projects.

1.3 **Inquiries about this RFP**

It is the policy of the Treasurer’s Office to accept questions and inquiries from all potential Respondents. All questions and inquiries shall be in writing; no verbal questions shall be answered.

Respondents should submit questions about the intent or content of this RFP and request clarification of any procedure used for this procurement prior to the submission of responses, specifically no later than the deadline stated below.

Any inquiries shall be sent via e-mail to:

OPCSRFP-questions@tos.ohio.gov

The deadline for receipt of all inquiries is 3:00 p.m. ET on July 19, 2016.

All inquiries received by the Treasurer's Office will be aggregated and published on the Treasurer's website (www.ohiotreasurer.gov) with a complete set of answers no later than July 26, 2016 by 3:00 p.m. ET.

Please note all responses to this RFP are subject to possible disclosure according to the provisions of the Ohio Public Records Act, which are set forth in the ORC. Specific questions or concerns regarding this should be referred to:

OPCSRFP-questions@tos.ohio.gov

1.4 Notice of Intention to Respond

After reviewing this RFP, should your organization intend to be a Respondent, **you are required to notify the Treasurer's Office via email at the address listed above, no later than 3:00 p.m. ET on July 29, 2016.** Your email notice of intent to respond must include a letter that includes your authority to respond and intent to bid. Respondents who do not comply with the intent to bid requirement may have their responses disqualified from consideration. Additionally, by providing the Treasurer's Office with this letter, you will be informed of any changes to this response in a timely manner, and will be kept up to date with any questions submitted by any firm, and the answers to those questions.

1.5 Verbal Communication

Verbal communication or representation from any person concerning this RFP is not binding on the Treasurer's Office and shall, in no way, alter a specification, term or condition of this RFP.

1.6 Schedule

Date	Event
July 8, 2016	Release of RFP at 11:00 a.m. ET
August 5, 2016	Final submission deadline for inquiries by 3:00 p.m. ET
	All responses to inquiries will be published weekly on the Treasurer's website by 3:00 p.m. ET
July 29, 2016	Notification to the Treasurer's office of intention to be a RFP Respondent by 3:00 p.m. ET
August 12, 2016	Due date for RFP submissions by 3:00 p.m. ET
On or around August 26, 2016	RFP Respondent finalists and non-finalists notified
Starting August 29, 2016	RFP Respondent finalists onsite oral presentations conducted; follow up questions, answers, Fee Proposal and Scope of Work and Agreement discussions

On or around September 30, 2016	Anticipated Treasurer's Office OPCS Development Vendor selection announced
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1.7 Response Organization and Format

The written response of Respondent shall be organized and submitted in the following manner:

Responses shall be typed on standard 8.5x11-inch paper, single-spaced with one-inch margins and a Times New Roman 12-point font. The responses will be limited to 30 pages excluding the completed Exhibit D – Business & Technical Requirements Response and Exhibit E – Development and Support Model Fee Proposals. The electronic version of the responses must be submitted as a Microsoft Word® document. This document will be compared to the original RFP released by the Treasurer's Office. **Note: Any alterations, changes or deletions made by Respondent to the original RFP as released may be grounds for disqualification.**

Responses shall be organized and presented in the order and by the number assigned in the RFP. Responses shall be organized with the following headings and each heading shall be separated by tabs or otherwise clearly marked. The RFP sections which require responses are:

Technical Response

- I. Exhibit A – Letter of Transmittal
- II. Exhibit B – Vendor Qualifications
- III. Exhibit D – Business and Technical Requirement Response
- IV. Section 6 – Contact Information and Certification

Fee Proposal

- I. Section 5.0 – Development and Support Model Proposal Requirements
- II. Exhibit E – Development and Support Model Fee Proposals

1.8 Response Due Date

Two (2) hard copies of the completed written response and one (1) electronic version of the RFP response shall be received no later than 3:00 p.m. ET on August 12, 2016. The electronic version is to be submitted with the written responses on either a CD or USB memory device. Two (2) hard copies of the fee proposal shall also be received no later than 3:00 p.m. ET on August 12, 2016. One (1) electronic version of the fee proposal should be sent electronically and is to be submitted on a separate CD or USB device.

Any written response received after the specified due date may not be eligible for consideration. However, the Treasurer's Office reserves the right to extend the due date, and if extended, the Treasurer's Office will post notice of the extension on the Treasurer's website.

Written responses shall be submitted within a sealed inner package clearly indicating the name and address of Respondent. Within the sealed inner package should be the additional sealed packages as follows:

1. A sealed package clearly marked “Technical Response” and contains the information specified above in the Technical Response section, with the copies duly marked “Original” and “Copy”.
2. A sealed package clearly marked “Fee Proposal” and shall contain the information specified above in the Fee Proposal section, with the copies duly marked “Original” and “Copy”.

NOTE: If any of the inner packages and/or envelopes are not sealed and marked as per the instructions in this section, Treasurer will not assume responsibility for the response misplacement.

Please send your firm’s response and all required documents to the following address:

Office of Ohio Treasurer of State
Attention: Trust Department
30 East Broad Street, 9th Floor
Columbus, Ohio 43215
Phone: (614) 752-8497

1.9 Mandatory Requirements

Respondents shall answer all questions in this RFP. Failure to respond to each of the requirements in this RFP may be the basis for Respondent disqualification. “You” or “your organization”, as used in any question in this RFP, refers to Respondent. All questions should be answered by Respondent based on the services provided by it, and not by those services offered by any other party, with the exception of those questions specifically asking about services provided by third parties pursuant to a sub-contracting agreement with Respondent. If any of Respondent’s responses to this RFP are based on the service(s) being provided by a subcontractor, Respondent must disclose this information in the response to the RFP. For any questions concerning services not offered by Respondent, Respondent should respond “SERVICE NOT OFFERED”.

Failure to comply with any term and/or condition outlined in this RFP by Respondent may disqualify Respondent from selection.

In Section 6 – Contact Information and Certification, Respondents shall submit the name, title, address, e-mail address and telephone number of an individual the Treasurer’s Office shall communicate with in regard to the RFP and with authority to answer questions or provide clarification regarding its responses.

1.10 Respondent Evaluation Process

A two-stage process will be utilized in evaluating Respondents:

Stage One – Initial Evaluation

All Respondents will be initially evaluated on the basis of their written RFP response pertaining to OPCS development. Those Respondents failing to meet the minimum requirements may be eliminated from further consideration.

Respondent RFP responses will be evaluated based on: 1) ability to meet the Treasurer's Office minimum requirements; 2) the Treasurer's Office evaluation of the Respondent's Exhibit B – Vendor Qualifications; 3) the Treasurer's Office evaluation of the Respondent's Exhibit D – Business & Technical Requirements Response; and 4) if the Respondent's fee proposal submission via Exhibit E – Development and Support Model Fee Proposal is deemed by the Treasurer's Office as feasible and competitively priced.

Based on this evaluation, the Treasurer's Office will select the pool of Respondent Finalists to move to Stage Two evaluation.

All Respondents will be notified in writing on or around **August 26, 2016** if they have been selected to move to Stage Two evaluation. No further communication or discussions will be required of, or made to, Respondents not selected to move to Stage Two evaluation.

Stage Two – Respondent Finalists

Respondent Finalists will be further evaluated by the Treasurer's Office on the following criteria:

1. **Oral Presentations:** Respondent Finalists will be required to make oral presentations. During oral presentations, Respondent Finalists must present their proposals and be prepared to answer questions. The person who would be responsible for the Treasurer's Office relationship must attend and participate in the presentation.

Nothing presented may alter the contents of the written proposal, and the Treasurer's Office has no obligation to receive information from any Respondent Finalist beyond that contained in its RFP submission.

Respondent Finalists will be contacted by the Treasurer's Office to set a date and time for oral presentations. Respondent Finalists unable to meet in person in Columbus, Ohio may have their proposals disqualified.

2. **Scope of Work and Legal Agreement Discussion:** Respondent Finalists will be required to present to and participate in discussion(s) with the Treasurer's Office's Legal Department on the Respondent Finalists' proposed Scope of Work and Legal Agreement to assess suitability. Respondent Finalists will be contacted by the Treasurer's Office to set a date and time for this discussion. The Legal Agreement Discussion may be conducted via teleconference.
3. **References:** Respondent Finalists will be asked to provide at least three references for large U.S. clients where the Respondent Finalist has performed

development on a scale similar to that described in this RFP so the Treasurer's Office can perform reference checks at our sole discretion.

1.11 Negotiation

While evaluating the proposals, the Treasurer's Office may enter into contract negotiations with one or more Respondent Finalist(s). The primary purpose of negotiations is to maximize the Treasurer's Office's ability to obtain the optimal value for services based on the requirements, evaluation, contractual provisions and fee proposal. Multiple rounds of negotiations may be conducted with one or more Respondent Finalist(s).

Negotiations will be conducted where they are determined by the Treasurer's Office to be in our best interest and to maximize the Treasurer's Office to get optimal value. Therefore, the Respondent is advised to submit its best technical and fee proposal which should include the details of how the fee was derived that will be charged in response to this RFP since the Treasurer's Office may make a contract award based on the Respondent Evaluation Process without further negotiation with any Respondent Finalist.

1.12 Mandate

The Treasurer's Office anticipates to notify Respondent Finalists of its selection decision in writing on or around September 30, 2016.

1. The Treasurer's Office reserves the right to accept or reject any response, and reject all responses at any time prior to award of contract, without thereby incurring any liability to the affected Respondent, any obligation to inform the affected Respondent, or to inform Respondent of the grounds for Treasurer's Office action.
2. The Treasurer's Office would expect to enter into an Agreement with the applicable OPCS Development Vendor shortly after September 30, 2016, pending any necessary State of Ohio Controlling Board approval.
3. The Treasurer's Office reserves the right, once responses and fee proposals have been evaluated, to negotiate with any, none, or all of Respondent(s) regarding price.
4. The Treasurer's Office and selected OPCS Development Vendor will commence the scope of work **immediately** upon the execution of the agreement. The OPCS Development Vendor will ensure resources described in their RFP response are available.

Section 2 – Scope of Services and Deliverables

The Respondent will perform and provide the following Scope of Services in support of the Treasurer’s Office in the establishment, development, testing, launch and ongoing support of OPCS.

2.0 Scope of Services and Deliverables

1. Implementation Plan: Develop, document and maintain the system implementation plan (“Implementation Plan”) that describes in detail how the OPCS application and environment will be deployed as an operational system through development, testing, implementation, go-live and post go-live support.
2. System Design and Integration Document: Develop, document and maintain the system design and integration document (“System Design and Integration Document”) that describes the system’s architecture, components, modules, interfaces and data to satisfy the business and technical requirements detailed in Exhibit C – Business and Technical Requirements. The System Design and Integration Document will also describe the assembly of the hardware, software and any other components of the system, as well as the inbound or outbound interaction(s) with the other Treasurer’s Office applications, databases, reports and data providers.
3. Test Data: Develop in conjunction with the Treasurer’s Office and participants the test data (“Test Data”), including cases, data, expected results and acceptance criteria used to complete the quality assurance of the software before delivery to the Treasurer’s Office.
4. Test Analysis Report(s): Build and provide a quality assurance test analysis report (“Test Analysis Report”) to comprehensively document the results of all tests performed in order to assess the quality of the software before delivery to the Treasurer’s Office.
5. System Application Software: Build, test, support and maintain all files, set of files, executables, utilities and code that will power the system application (“System Application Software”). The System Application Software components will be delivered to the Treasurer’s Office on disk or other suitable media deemed acceptable by the Treasurer’s Office.
6. Knowledge Transfer: Develop and deliver a comprehensive knowledge transfer program (“Knowledge Transfer”) that will provide the system users with all necessary knowledge and competences required to use, administrate, maintain and upgrade the system. The knowledge transfer program must include, but not be limited to, training material, user manual, system administration guide and knowledge sharing sessions.
7. Training Material: Develop and maintain training material (“Training Material”) to document courses, instructions and use cases adequate to transfer the functional

knowledge and competences required for each type of user to perform their tasks in the system as intended.

8. User Manual: Develop, document and maintain a user manual (“User Manual”) that describes to end users how to make full use of the system, including system functions, capabilities, contingencies, alternate modes of operation and systematic procedures for system access and use.
9. System Administration Guide: Develop, document and maintain a system administration guide (“System Administration Guide”) to provide all information and details necessary for the Treasurer’s Office to administer the system. The System Administration Guide must cover in detail, but not be limited to, the hardware, operating system and database requirements; environment maintenance; user access and security; back-up and restore procedures and software upgrade strategy.
10. Knowledge Sharing Program: Develop and deliver a knowledge sharing program (“Knowledge Sharing Program) designed to provide adequate experience and knowledge of the system and its functions to the different stakeholders and user types.
11. Post Implementation Support: Develop and provide a post go-live model (“Post Implementation Support”) to provide timely, effective and sufficient support to allow all users to access the system and use all its functions as intended at all times.

Section 3 – Vendor Qualifications

The minimum Development Vendor Qualifications are detailed in Exhibit B – Vendor Qualifications.

The Respondent has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the Respondent as an unqualified candidate for further consideration.

Respondents are allowed to bid on services with Respondent sub-contracted third party entities. Respondents must clearly specify in their response if any service will be provided by a third party via a sub-contracting agreement with the Respondent. Respondents may submit joint bids to ensure complete scope of service coverage but all response submissions must be through a single Respondent who is responsible for the third party services, including contractual agreements, service levels, quality and liability of associated work product, and the resulting fees of sub-contracted services by the Respondent.

3.0 Vendor Qualifications Instructions

Respondents are instructed to complete and submit Exhibit B – Vendor Qualifications with their RFP submission.

Section 4 – Business and Technical Requirements

OPCS business and technical requirements are detailed in Exhibit C – Business and Technical Requirements. The Business and Technical Requirements contain all major OPCS processes currently expected to be needed in the proposed solution, as well as integration points with other Treasurer’s Office systems and software.

4.0 **Business and Technical Requirement Response Instructions**

Respondents are instructed to comprehensively complete Exhibit D – Business and Technical Requirement Response. Exhibit D – Business and Technical Requirement Response is a summarized listing of OPCS business requirements for each process described in Exhibit C –Business and Technical Requirements.

Respondents must specify for each requirement one of the following selections to describe the capability of their proposed solution to address the requirement:

- ***Out of the box:*** The Respondent’s solution addresses the requirement with no changes
- ***Out of the box with configuration:*** The Respondent’s solution addresses the requirement with some configuration changes
- ***Out of the box with customization:*** The Respondent’s solution requires limited code change to address the requirement
- ***Bespoke development:*** The Respondent’s solution can be leveraged to address the requirement, but requires the development of a new functionality
- ***Road map development:*** The Respondent must build the solution from the ground up to address the requirement

For each requirement, Respondents may also provide an explanation for the option they have selected and a description of how their proposed solution will meet the requirement.

Section 5 – Development and Support Model Fee Proposal Instructions

Please provide your fees for performing the proposed work set forth in Section 2 – Scope of Services and Deliverables, Appendix C – Business and Technical Requirements, and other requirements contained in this RFP.

5.0 **Development and Support Model Proposal Requirements**

Respondent Fee and Support Model Proposals should be provided as a fixed amount fee payable by milestone completion required to meet the proposed work set forth in Section 2 – Scope of Services and Deliverables, Appendix C – Business and Technical Requirements, and other requirements contained in this RFP.

To ensure the Treasurer’s Office has all information necessary to review your organization’s fee proposal, your fee proposal should specify and include the following information:

1. Provide a flat fee proposal for performing the proposed work set forth in Section 2 – Scope of Services and Deliverables, Appendix C – Business and Technical Requirements, and other requirements in this RFP.
2. Provide details of how the fee was derived including a breakdown of the different price components, for example: License, Maintenance, Implementation, and Hardware. Please be sure to specify if these price components are recurring or not, and if recurring, define the recurring period.
3. Provide an estimate detailing the number of hours your organization believes will be necessary to fulfill the responsibilities requested in Section 2 – Scope of Services and Deliverables, Appendix C – Business and Technical Requirements, and other requirements in this RFP.

Respondents are advised that the Treasurer’s Office will not reimburse any travel and lodging expenses.

5.1 **Requested Fee Proposal Models**

Respondents will submit and complete Exhibit E – Development and Support Model Fee Proposals, with all six worksheets completed, with their RFP response addressing the OPCS development and support models (“Pricing Models”) the Treasurer’s Office is willing to consider as detailed in the table below.

For any Pricing Model not offered by a Respondent, the Respondent should still submit and complete Exhibit E – Development and Support Model Fee Proposal for the Pricing Model and indicate “SERVICE NOT OFFERED” on the appropriate worksheet.

<u>Pricing Model</u>	<u>Development Costs</u>	<u>License Agreement</u>	<u>Application Hosting</u>
Pricing Model 1	Treasurer’s Office	No	Treasurer’s Office
Pricing Model 2	Treasurer’s Office	No	Development Vendor

Pricing Model 3	Joint	Yes	Treasurer's Office
Pricing Model 4	Joint	Yes	Development Vendor
Pricing Model 5	Development Vendor	Yes	Treasurer's Office
Pricing Model 6	Development Vendor	Yes	Development Vendor

5.2 OPCS Development and Support Model Fee Definitions

Development Cost: Treasurer's Office

The Treasurer's Office is responsible to pay the Development Vendor for all agreed OPCS development costs, regardless of green field or existing vendor product development effort. The Treasurer's Office owns the resulting OPCS code, application and intellectual property and the Development Vendor cannot remarket the OPCS code or application.

Development Cost: Development Vendor

The Development Vendor is solely responsible for the OPCS development costs, regardless of green field or existing vendor product development effort. Ownership of the underlying application and code supporting OPCS remains with the Development Vendor and the utilization of the system is licensed to the Treasurer's Office.

Development Cost: Joint

The Treasurer's Office and the Development Vendor are jointly responsible to fund the development of a green field OPCS application. The Treasurer's Office and the Development Vendor jointly own the resulting OPCS code, application and intellectual property. Any incremental revenue generated by the Development Vendor through onward sale of the application is subject to revenue sharing or service credit accrual to the Treasurer's Office.

License Agreement: No

The Treasurer's Office owns the resulting OPCS code, application and intellectual property and there is no ongoing license agreement with the Development Vendor. The Treasurer's Office is responsible for ongoing OPCS application maintenance.

License Agreement: Yes

The Development Vendor owns the resulting OPCS code, application and intellectual property and the Treasurer's Office license the use and maintenance of the OPCS application from the Development Vendor. The Development Vendor is responsible for ongoing OPCS application maintenance.

Application Hosting: Treasurer's Office

The Treasurer's Office hosts the OPCS application within Treasurer's Office system environment.

Application Hosting: Development Vendor

The Development Vendor hosts the OPCS application within their systems environment.

Section 6 – Contact Information and Certification

6.0 Contact Information

Please provide the name, title, address, e-mail address and telephone number of an individual with authority to answer questions or provide clarification regarding its responses.

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

6.1 Certification

I hereby certify that the above is true and correct to the best of my knowledge and that I am authorized to execute this request for proposal on behalf of _____.

I, the undersigned, have the authority to bind the Respondent organization.

Firm Name: _____

By (Print Name) _____

Signature*: _____

Title:* _____

Date: _____

*This Certification must be signed by a principal of your firm.



6.2 Additional Certifications

The following language is representative of standard terms required in contracts negotiated on behalf of the Treasurer of State and will apply in the event that an Agreement results from this RFP process.

APPLICABLE LAW; VENUE: This Agreement and the rights and obligations of the Treasurer and Service Provider shall be governed by the laws of Ohio. Venue for all actions shall occur in the appropriate court in Franklin County, Ohio.

ASSIGNMENT: Neither this Agreement nor any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer. In addition, during the term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

AUDITOR OF STATE FINDINGS: The Service Provider affirmatively represents and warrants to Treasurer that it is not subject to a finding for recovery under ORC § 9.24 or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Service Provider agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or any action for recovery of the funds may be immediately commenced by the State for recovery of said funds.

BUSINESS EXPENSES: Unless expressed otherwise in this Agreement, the Service Provider shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES –COMPLIANCE WITH LAWS:

Service Provider, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules and regulations.

1. **DRUG FREE WORKPLACE:** Service Provider agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

2. **NONDISCRIMINATION OF EMPLOYMENT:** Pursuant to ORC § 125.111, Service Provider agrees that Service Provider, or any agent acting on behalf of Service Provider, 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 services. Service Provider further agrees that Service Provider, or any agent acting on behalf of Service Provider, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

3. **AFFIRMATIVE ACTION PROGRAM:** Service Provider represents that it has a written affirmative action program for the employment and effective utilization of economically

disadvantaged persons pursuant to ORC § 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.

4. **CONFLICTS OF INTEREST:** During the term of the Agreement, no personnel of Service Provider who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the services shall 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 Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer in writing. Thereafter, he or she shall not perform any services under this Agreement, unless the Treasurer shall determine in his sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

5. **ETHICS COMPLIANCE:** Under penalty of perjury Service Provider 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. Under penalty of perjury Service Provider further represents, warrants, and certifies that neither Service Provider nor any of its employees will do any act that is inconsistent with such laws.

6. **QUALIFICATIONS TO DO BUSINESS:** Service Provider affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement, Service Provider, for any reason, becomes disqualified from conducting business in the State of Ohio, Service Provider will immediately notify the Treasurer in writing and will immediately cease performance of the services under the Agreement.

7. **CAMPAIGN CONTRIBUTIONS:** Under penalty of perjury Service Provider hereby certifies that neither Service Provider nor any of Service Provider's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in ORC § 3517.13.

8. **DEBARMENT:** Service Provider 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 ORC §§ 153.02 or 125.25.

FORCE MAJEURE: The Service Provider shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities; transportation; computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment, or transportation.

Nothing in the preceding paragraph shall relieve the Service Provider of its duty to maintain a business continuity plan which ensures that the flow of services shall continue without interruption, or in Service Provider's obligation to perform any duty upon resuming business.

INCORPORATION: This Agreement incorporates the RFP, the Response to the RFP, and all attachments and exhibits. However, if a conflict should arise between the Agreement and the RFP, the Response to the RFP and any attachment or exhibit, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement shall be in writing.

INSPECTION AND AUDIT: The Service Provider agrees that the Treasurer, its officers, agents, employees, and auditors may visit the Service Provider at any time to observe and inspect the operations and internal controls of the Service Provider in providing service under this Agreement. The Service Provider agrees to make space available for and cooperate with the Treasurer, its officers, agents, employees, and auditors.

LIABILITY:

1. Service Provider agrees to indemnify and to hold the Treasurer, the State of Ohio, and the Beneficial Owner(s) harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Service Provider's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. 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.
2. Service Provider shall bear all costs associated with defending the Treasurer, Beneficial Owner(s), and the State of Ohio against any claims.
3. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

MISCELLANEOUS:

1. **WAIVER:** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
2. **NOTICES:** Except to the extent expressly provided otherwise herein, 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.
3. **CONFLICT:** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
4. **HEADINGS:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

5. **SEVERABILITY:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

6. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

7. **EXECUTION:** This Agreement is not binding upon the Treasurer unless executed in full, and is effective as of the last date of signature by the Treasurer.

8. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

9. **FACSIMILE SIGNATURES:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

10. **INDEPENDENT CONTRACTOR:** Service Provider acknowledges that Treasurer has informed Service Provider that it has been classified as an independent contractor or other classification other than a public employee, as defined in Ohio Administrative Code § 145-1-42(A)(2). Service Provider agrees to comply with and provide all necessary information to Treasurer to comply with ORC § 145.036-.038. In compliance with these Ohio Revised Code Sections, the Service Provider also agrees to complete the acknowledgement form prescribed by PERS at the time the Agreement is negotiated or executed.

NO THIRD-PARTY BENEFICIARIES: In performing hereunder, the Service Provider is acting solely on behalf of the Treasurer and no contractual or service relationship shall be deemed to be established hereby between the Treasurer and any other person.

PUBLICITY: Any use or reference to this Agreement by the Service Provider to promote, solicit, or disseminate information regarding the scope of this Agreement is prohibited, unless otherwise permitted in writing by the Treasurer.

RECORD KEEPING: During the performance of this Agreement and for a period of three years after its completion, Service Provider shall maintain auditable records pertaining to this Agreement and shall make such records available to Treasurer as Treasurer may reasonably require.

TERMINATION: This Agreement may be terminated by the Treasurer without cause and without penalty by giving written notice to Service Provider. Such termination shall not affect any outstanding transactions or obligation under this Agreement and the provisions of this Agreement shall continue to apply to each transaction and each obligation until all the obligations of each party to the other under this Agreement have been fully performed.

CONFIDENTIALITY: The firm acknowledges that this RFP, and any subsequent Agreement, contains sensitive security information regarding the Treasurer's office and the firm will not

disclose the contents of the RFP or the Approved Statement of Work to any third party, except when the Treasurer's office supplies written consent.

By signing this document, the Authorized Agent of this firm certifies that it will abide by the terms set forth in this section.

Firm: _____ Date: _____

By: _____ Title: _____

Name: _____

Exhibit A – Letter of Transmittal



Exhibit A - Letter of
Transmittal.docx

Exhibit B – Vendor Qualifications



Exhibit B - Vendor
Qualifications.docx

Exhibit C – Business and Technical Requirements



Exhibit C - Business
and Technical Requi

Exhibit D – Business and Technical Requirements Response



Exhibit D - Business
and Technical Requi

Exhibit E – Development and Support Model Fee Proposal



Exhibit E -
Development and St
