

NOTICE

The following RFP is available for informational purposes and is only part of the entire contract. The entire contract is not available online.

The Contract consists of this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract.

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

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REQUEST FOR PROPOSALS

RFP NUMBER: 0A00069
DATE ISSUED: June 26, 2000

The state of Ohio, through the Department of Administrative Services, Computer Services Division, on behalf of the Rehabilitation Services Commission is requesting proposals for two (2) systems analysts to perform the duties described herein.

INQUIRY PERIOD BEGINS: June 26, 2000
INQUIRY PERIOD ENDS: July 21, 2000 8:00 A.M.
OPENING DATE: July 25, 2000
OPENING TIME: 11:00 A.M., Eastern Standard Time
OPENING LOCATION: Department of Administrative Services
Computer Services Division Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215
WORK BEGINS (ESTIMATED): September 4, 2000

This RFP consists of the following Parts and Attachments, totaling twenty-three (23) consecutively numbered pages. Supplements are also attached to the RFP with a beginning header page and an ending trailer page. Their pages are not consecutively numbered. Please verify that you have a complete copy.

PARTS

| | |
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| Part 1 | Position Requirements and Scoring Criteria |
| Part 2 | Proposal Inquiries, Amendments and Format |
| Part 3 | Proposal Submittal and Proposal Evaluation |
| Part 4 | General Terms & Conditions |

ATTACHMENTS

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| Attachment 1 | The Contract |
| Attachment 2 | Cost Summary |
| Attachment 3 | Candidate Information Form |

SUPPLEMENTS

| | |
|--------------|----------|
| Supplement 1 | W-9 Form |
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PART ONE: POSITION REQUIREMENTS AND SCORING CRITERIA

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Section 125.071 of the Ohio Revised Code (the “Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”) for the Department of Administrative Services (the “State”) on behalf of the Rehabilitation Services Commission (“RSC”).

This RFP is for up to two (2) positions with a separate contract awarded for each position. The contract will be valid from award until June 30, 2001 for up to 1920 hours. The State may renew the contract two (2) times for one (1) fiscal year each time for a maximum of 2080 hours per year.

Each proposal must be for one individual. An offeror must submit a separate, complete proposal for each individual it is proposing and may submit proposals for as many of the systems analyst positions as desired. Contracts may be awarded to multiple offerors.

RSC Terms.

BE (Business Enterprise). This is a federally supported program that creates business opportunities for legally blind Ohioans. Many of the cafeterias and vending operations in state and federal buildings are examples of these businesses. RSC sets up and maintains each operation. In return, the operator pays a monthly service charge that is calculated from sales on a sliding scale.

DOPS (Division of Office Planning Services). This division is responsible for rent and equipment in fifty-five (55) offices across the state.

Checklog Subsystem. Within the Rehabilitation Accounting System (RAS) accounting system, this is a system of recording receivables.

Background. The Rehabilitation Services Commission (RSC) administers two distinct federally funded programs, Vocational Rehabilitation (VR) and Disability Determination (BDD). The commission is composed of three bureaus and four teams. The Bureau Directors and Team Leaders report directly to the Administrator, who reports to seven Commissioners.

The VR program includes The Bureau of Vocational Rehabilitation (BVR) and the Bureau of Services for the Visually Impaired (BSVI), who provide services to Ohio's citizens with disabilities toward promoting independence in the community and assisting persons with disabilities to become gainfully employed. Individualized services are planned and provided by professional rehabilitation counselors at 55 field office locations across the state of Ohio.

RSC has implemented client/server architecture for its VR systems. This architecture is currently based on the Digital Alpha 8400, running Open VMS 7.1, and a series of local NT servers located in 55 field offices and in central office departments, utilizing TCP/IP protocol. A smaller Digital Alpha 1000 is used exclusively for programmer testing and contains exact replicas of production programs and databases for testing.

Personal computers for each staff member are connected to the local server and to the centralized Alpha computer. Digital's Pathworks is used as the wide area Network Operating System. Digital's Teamlinks is being used for electronic mail and information management.

Each field office location is connected to one of the high speed hubs located in the state through a T1 or 56 KB link.

There are two main application systems and a number of smaller subsystems. All systems are housed on the Alpha 8400. The RSC Accounting System (RAS) and the Ohio System for Computer Assisted Rehabilitation (OSCAR) are the two primary application systems. RAS is a 15-year-old legacy system which is the primary accounting system for the agency and all its bureaus. It is written in Cincom's 4GL Mantis and uses the Cincom database Supra. Daily and monthly batch programs are written in COBOL. The accounting system interfaces with the State of Ohio Central Accounting System (CAS) and files are exchanged between both systems daily as a part of the batch processing.

OSCAR is a newly implemented case management application for the Vocational Rehabilitation program. It captures consumer demographic information, case information, planning information, budget information, and authorized service information. It records all case activity and narrative throughout the life of the case. It is written in Powerbuilder 6.0 against an Oracle 7.3 database. Batch jobs utilize COBOL to exchange authorization and billing data between OSCAR and RAS. Batch jobs also copy OSCAR data to an Access database to utilize Access reporting tools.

Smaller subsystems include the BE and DOPS equipment inventories. These inventory programs are written in the 4GL Focus against an Oracle database. RAS would like to rewrite those programs in Powerbuilder. Other systems include the Human Resources system written in Access running against an Oracle database, and the BE Service Charge system and the Checklog System which are contained within RAS (using Mantis and Supra).

Scope of Work.

The systems analysts will perform the following duties:

For OSCAR (PowerBuilder/Oracle)

1. Design, document, program, test, and implement Consumer Address function in OSCAR. This option will allow counselors to obtain quick address and telephone information for their consumers.
2. Document requirements, design, develop, test, and implement the Quality Compliance System (QC) in OSCAR. This subsystem currently exists in RAS and is used to enter and tabulate case reviews on a variety of variables.
3. Review and document requirements using the existing QC system and user input.
4. Write programs to convert existing data from Supra to Oracle.
5. Develop three (3) summary data functions in OSCAR. Programs and screens currently exist to view the data.
6. Write programs to accumulate the data on a regular basis and populate the Oracle summary tables.
7. Document, design, program, test, and implement minor changes to system.

For Inventory Systems (Focus/Oracle)

8. Rewrite DOPS and BE Inventory systems using Powerbuilder against the existing Oracle database.
9. Document existing systems.
10. Consult with both technical and program staff to update business rules and functional specifications.
11. Develop programs and screens, test, debug, and implement the system.
12. Train users.

For Human Resources System (Access/Oracle to Powerbuilder/Oracle)

13. Document existing system.
14. Rewrite system using Powerbuilder against existing database.

The Contractor's Fee Structure. The contractor agrees that hours in excess of an eight-hour day or a forty-hour week will be paid at the hourly rate stated in the contractor's response. Work performed on holidays recognized by the State will also be paid at the hourly rate stated in the contractor's proposal.

Payment will not be made for time charged to vacation, sick leave or other paid leave of absence, holidays, training or staff development of contractor's personnel or other non-work related activity.

Time sheets. Time sheets must be submitted for review and approval every two weeks. Submission of time sheets for review and approval must coincide with the State pay periods for the duration of the contract. Time sheets must be submitted to the RSC Systems Manager.

Work Hours & Conditions. The contractor is required to work with State staff. State staff's normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period for a total of eight working hours per day. The contractor may have to work under unusual working conditions which may include, but are not limited to, operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and State holidays.

Reimbursable Expenses. None.

Bill to Address. The contractor must submit invoices in quadruplicate (1 original and 3 copies) for completed services by the first of each month to the Rehabilitation Services Commission, Station SE2, 400 Campus View Boulevard, Columbus, OH 43235, Attn: Karen DeLong. The contractor's federal tax identification number and purchase order number must appear on all statements and time sheets. One copy of the PRIOR APPROVED time sheets must be submitted with the invoice. The provisions of Ohio Revised Code, Section 126.30 will also apply to any contract between the parties.

Requirements and Scoring Criteria. In the proposal evaluation phase, the committee will rate the proposals submitted in response to this RFP based on the following criteria and weights assigned to each criterion.

| Mandatory Requirements | Weight | Does Not Meet | Meets | Exceeds |
|--|---------------|----------------------|--------------|----------------|
| The candidate must meet each of these requirements to be eligible for further consideration. | | | | |
| Twenty-four (24) months experience in system analysis and design to include at least twelve (12) months experience defining and documenting functional and detail system requirements. | 15 | Rejected | 5 | 7 |
| Twenty-four (24) months experience programming in Powerbuilder to include at least twelve (12) months in Powerbuilder 6.0 or above. | 20 | Rejected | 5 | 7 |
| Twelve (12) months experience programming in a VMS or Open VMS environment. | 15 | Rejected | 5 | 7 |

| Requirements | Weight | Does Not Meet | Meets | Exceeds |
|---|---------------|----------------------|--------------|----------------|
| The candidate must meet at least two (2) of these requirements to be eligible for further consideration. | | | | |
| Twelve (12) months experience writing DCL programs to run multiple complex batch jobs. | 15 | 0 | 5 | 7 |
| Twelve (12) months experience programming in COBOL. | 5 | 0 | 5 | 7 |
| Minimum of one (1) project programming against an Oracle database. | 15 | 0 | 5 | 7 |
| Twelve (12) months experience writing SQL statements. | 15 | 0 | 5 | 7 |

| Desirable Requirements | Does Not Meet | Meets |
|---|----------------------|--------------|
| Minimum of one (1) project programming a system used to support vocational rehabilitation. | 0 | 20 |
| Six (6) months experience using software documentation tools (e.g., Process Analysis). Please specify tool. | 0 | 10 |
| Six months in the development of reports using report-writing tools against an Oracle database (e.g., Crystal Report Writer). Please specify tool | 0 | 10 |
| Twelve (12) months programming in Focus | 0 | 15 |

PART TWO: PROPOSAL INQUIRIES, AMENDMENTS AND FORMAT

Inquiries and Amendments. Offerors may make inquiries regarding this RFP any time during the inquiry period listed on the RFP cover sheet. The inquiry must contain the name of the prospective offeror's representative who is responsible for the inquiry, the prospective offeror's name, and its representative's business phone number. The State may not respond to any improperly formatted inquiries. The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry period end date. The State may extend the proposal due date through an announcement on Acquisition Management's Web site, in the question and answer area for this RFP. Amendment announcements may be provided one business day prior to the proposal opening date.

To make an inquiry, offerors must follow Steps one through eight below.

- Step One - Access the Acquisition Management Web site at <http://www.acq.state.oh.us/>;
- Step Two - Select the "Acquisitions Online" menu option;
- Step Three - Read the notice and click "I have read the above and agree";
- Step Four - Select the "Competitive Document" menu option;
- Step Five - Select the Data Processing/Telecommunications option under the RFP heading;
- Step Six - Select the "View More Information" option under the corresponding document title and number;
- Step Seven - Select the "Send Question" icon; and
- Step Eight - Complete the electronic mail screen and send.

Offerors may view inquiries and the State's responses by following steps one through six above and step nine below.

Step Nine - Select the "View Q & A" icon to display all inquiries with responses submitted to date.

Offerors may view amendments by following steps one through six above and step ten below.

Step Ten - Select the appropriate "Amendment" icon under the "View Amendments" heading.

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described above.

Proposal Format. Each proposal must be organized in the same format as described below. Any material deviation from the format outlined below may result in a rejection of the non-conforming proposal. Each proposal must contain an identifiable tab sheet preceding each section of the proposal.

- Cover Letter
- Candidate Profile
- Cost Summary
- Conflict of Interest Statement
- Payment Address
- Proof of Insurance
- W-9 Form
- Signed Contracts

The State will not be liable for any costs incurred by any offeror in responding to this RFP, even if the State does not award a contract through this process. The State may decide not to award a contract for the work. It may also cancel this RFP and contract for the work through some other process or by issuing another RFP.

Cover Letter. The cover letter must provide the following and be signed by an individual authorized to legally bind the offeror.

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, and principal place of business;
- b. The name, phone number, and fax number of a contact person who has authority to answer questions regarding the proposal.

Candidate Profile. A sample form is included in this RFP as an attachment. Offerors must duplicate and complete a separate form for each requirement listed in the Requirements and Scoring Section of this RFP. If additional space is needed the offeror must use the back of the form. Each form must be completely filled out in its entirety using the format given in the attachment.

In the description portion of the form, there must be enough detail to determine that the candidate meets or exceeds the requirement. Simply restating the requirement will not suffice. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the cost summary sheet in the exact format provided. Any reformatting may cause the State to reject the offeror's proposal.

Conflict of Interest. Each proposal must include a statement indicating whether or not the offeror or the candidate has a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

Proof of Insurance. The contractor will also furnish a certificate of insurance to the State for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. The certificate must also:

- (a) Provide 30 days notice to the State before cancellation.
- (b) Have an endorsement providing that the insurance is primary insurance and over any coverage held by the State.
- (c) List the State as an additional insured.
- (d) The contractor will provide the following insurance coverage at its own expense throughout the term of this contract:
 - (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where the Work will be done. The contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
 - (b) Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one occurrence.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one original W-9 form must be submitted.

Signed Contract. The offeror must provide two originally signed contracts that are provided as an attachment. All other copies of a proposal may contain copies of the contract. Please indicate on the outside of the binder which proposal contains the original signature.

PART THREE: PROPOSAL SUBMITTAL AND PROPOSAL EVALUATION

Proposal Submittal. Each offeror must submit four (4) complete, sealed, and signed copies of its proposal, and each proposal must be clearly marked "**Rehabilitation Services Commission Systems Analyst RFP 0A0069**" on the outside of its envelope. The State will reject late proposals regardless of the cause for the delay. The State may also reject any proposal that it believes is not in its interest to accept and may decide not to do business with any of the offerors responding to this RFP.

All proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the contract has been awarded.

Disclosure of Proposal Contents. The State will seek to open the proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all proposals confidential until the contract is awarded. The State will prepare a registry of proposals that contains the name and address of each offeror. The registry will be available after the proposals are opened.

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

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

Evaluation of Proposals Generally. The evaluation process may consist of up to three distinct phases:

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

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

Initial Review. The procurement representative normally will reject any late, incomplete, or incorrectly formatted proposal, though the procurement representative may elect to waive any defects or allow an offeror to submit a correction. If a late proposal is rejected, the procurement representative will not open or evaluate late proposals. The procurement representative will forward all timely, complete, and properly formatted proposals to an evaluation committee, which the procurement representative will chair.

Committee Review of the Proposals. The evaluation committee will evaluate and numerically score each proposal that the procurement representative has forwarded to it. The evaluation will be according to the criteria contained in Part One of the RFP.

The evaluation will result in a point total being calculated for each proposal. Those offerors submitting the highest rated proposals may be scheduled for the next phase. The number of proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of proposals selected for the next phase, they will always be the highest rated proposals from this phase.

At any time during this phase, the committee may ask an offeror to correct, revise, or clarify any portions of its proposal.

The evaluation committee will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each proposal considered.

Once the technical merits of a proposal are considered, the costs of that proposal will be considered. But the committee may also consider costs before evaluating the technical merits of the proposals by doing an initial review of costs to determine if any proposals should be rejected because of excessive cost. And the committee may reconsider the excessiveness of any proposal's cost at any time in the evaluation process.

The committee will divide the offeror's total not-to-exceed fixed price for the work by the proposal's grand total score based on the points received from the evaluation of the proposal's technical merits resulting in a price performance ratio. One or more of the proposals will then be selected for further consideration in the next phase of the evaluation process. The proposal(s) selected for consideration in the next Phase will always be the highest-ranking proposal(s) based on this analysis. That is, the committee may not move a lower ranking proposal to the next phase unless all proposals that rank above it are also moved to the next phase, excluding any proposals that the committee disqualifies because of excessive cost or other reasons.

Interviews. The evaluation committee may require top-ranking candidates to interview with the committee. Such interviews provide the evaluation committee an opportunity to test and probe the professionalism, qualifications, skills and work knowledge of the top-ranking candidates.

The interviews for each work area will be structured around standard sets of oral and written questions. The same sets of questions will be used for all candidates for each area. The interviews will be scheduled at the discretion of the evaluation committee and will be held at Rehabilitation Services Commission, 400 Campus View Boulevard, Columbus, OH 43235. At its own expense, the offeror must make all candidates available on-site within six working days following the State's notification. All interview questions will be evaluated using zero (0) for does not meet, two (2) for meets and four (4) for exceeds.

The evaluation committee will add the candidate's interview score to the grand total score of their proposal and recalculate the price performance ratio. The offeror with the lowest price performance point ratio will be awarded the contract, if a contract is awarded.

The evaluation committee may record any presentations, demonstrations and interviews.

Requirements. This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the contract to an offeror, a failure by an offeror to make a required submission or meet a requirement will normally result in a rejection of that offeror's proposal. The value assigned to each criterion is only a value used to determine which proposal is the most advantageous to the State in relation to the other proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the proposal process.

Changing Candidates. The major criteria on which the State bases the award of the contract is the quality of the offeror's candidate(s). Changing personnel after the award may be a basis for termination of the contract.

PART FOUR: GENERAL TERMS AND CONDITIONS

Statement of Work. The RFP and the contractor's proposal (Collectively referred to as the "RFP") are a part of this contract and describe the work (the "Work") the contractor will do and any materials or services (including all work product) the contractor will deliver (the "Deliverables") under this contract. The contractor will do the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion.

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

Term. Unless this contract is terminated or expires without renewal, it will remain in effect until June 30, 2000. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this contract will automatically expire at the end of the current biennium, which is June 30, 2001. The State, however, may renew this contract in the next biennium by issuing written notice to the contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during the term of this contract. Termination or expiration of this contract will not limit the contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

Compensation. In consideration of the contractor's promises and satisfactory performance, the State will pay the contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The contractor's right to the Fee is contingent on the complete and satisfactory performance of all relevant parts of the Work tied to the payment. Payment of the Fee is also contingent on the contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The contractor will send all invoices under this contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Code"). That section of the Code currently requires monthly interest payments equal to one-12th of the rate per annum prescribed by Section 5703.47 of the Code. If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. In addition, the State will consult with the contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved.

If the State has already paid the contractor on an invoice but later disputes the amount covered by the invoice, and if the contractor fails to correct the problem within 30 calendar days after written notice, the contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the contractor reasonable access to the State's facilities and any information the State has regarding the problem.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Code. The contractor will assume all expenses that it incurs in the performance of this contract that are not identified as reimbursable in the RFP.

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

Certification of Funds. None of the rights, duties, or obligations in this contract will be binding on the State, and the contractor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this contract is given by the Controlling Board of Ohio; and (d) if the State is relying on federal or third-party funds for this contract, the State gives the contractor written notice that such funds have been made available.

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

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the contractor in connection with the Work, such will be the sole and exclusive responsibility of the contractor, and the contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether or not they are imposed at the time the services are rendered or a later time.

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

Subcontracting. Unless the RFP provides otherwise, only the contractor will perform the Work, and the contractor will not enter into subcontracts for the Work without written approval from the State. But the contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the contractor unless expressly stated otherwise in the RFP.

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

The contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. And the contractor will be fully responsible for any default by a subcontractor, just as if the contractor itself had defaulted.

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

Record Keeping. The contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The contractor will file documentation to support each action under this contract in a manner allowing it to be readily located. And the contractor will keep all Work-related records and documents at its principal place of business or at its office where the Work was performed.

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

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

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

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

For each subcontract in excess of \$25,000.00, the contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Equal Employment Opportunity. During the Work, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

State Personnel. During the term of this contract and for one year after completion of the Work, the contractor will not hire or otherwise contract for the services of any state employee involved with the Work.

Replacement Personnel. The quality and professional credentials of the people the contractor submitted in its proposal to do the Work were material factors in the State's decision to enter into this contract. Therefore, the contractor will ensure the continued availability of those people. Also, the contractor will not remove those people from the Work without the prior, written consent of the State, except as provided below.

The contractor may remove a person listed in the RFP from the Work if doing so is necessary for legal or disciplinary reasons, provided that the contractor makes a reasonable effort to give the State 30 calendar days prior written notice of the removal.

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

The State will select one of the two proposed replacements or will reject both of them within ten business days after the contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the contractor will be in default and the cure period for default specified elsewhere in this contract will not apply. In the event of such a default, the State will have the right to terminate this contract and to have the damages specified elsewhere in this contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the contractor proposed and on whose credentials the State decided to enter into this contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the contractor to remove any individual doing any part of the Work if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this contract has become unavailable, and the contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the contractor's subcontractors if they are listed as key people on the RFP.

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

On written notice, the contractor will have 30 calendar days to cure any breach of its obligations under this contract, provided the breach is curable. If the contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this contract. Some provisions of this contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

The notice of termination, whether or not it is for cause, will be effective as soon as the contractor receives it.

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

If the termination is for the convenience of the State, the contractor will be entitled to compensation for any Work that the contractor has performed before the termination. Such compensation will be the contractor's exclusive remedy in the case of termination for convenience and will be available to the contractor only once the contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the contractor by the State.

Any default by the contractor or one of its subcontractors will be treated as a default by the contractor and all of its subcontractors. The contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this contract will be the person identified on the RFP or a subsequent notice to the contractor as the "Work Representative." The Work Representative will review all reports made in the performance of the Work by the contractor, will conduct all liaison with the contractor, and will accept or reject the Deliverables. The Work Representative may assign a manager responsibilities for individual aspects of the Work to act as the Work Representative for those individual portions of the Work, if applicable and appropriate.

The contractor must designate a Contract Manager as a representative. The Contract Manager will conduct all liaison with the State under this contract. Either party, upon written notice to the other party, may designate another representative.

Changes. The State may make reasonable changes, within the general scope of the Work, in any one or more of the following: (i) Work tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. The State will do so by issuing a written order under this contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the contractor without a change order, and the contractor reasonably believes the directions or requests are outside the scope of the Work, the contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the contractor to the State. The State will execute a Change Order once it and the contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the contractor's fee or the performance schedule for the Work. Fee adjustments must be tied to the Contractor's pricing structure in its response to the RFP. That is, if the Contractor quoted an hourly rate, for example, that rate will apply to any increased hours of Work. Within five business days after receiving the Change Order, the Contractor will sign it to signify agreement with it and return it to the State.

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

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Work. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into anything, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

Ownership of Deliverables. All custom Work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; and (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State.

The warranty regarding professionalism and material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Work or a Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Work or the applicable Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the a claim. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT WITH RESPECT TO THIRD-PARTY CLAIMS OR JUDGEMENTS AGAINST ONE PARTY RESULTING FROM THE FAULT OR BREACH OF THIS CONTRACT BY THE OTHER PARTY, EACH PARTY'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO TWICE THE VALUE OF THE CONTRACT REGARDLESS OF THE CAUSE, THEORY, OR BASIS FOR SUCH LIABILITY.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Entire Document. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments - Waiver. No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

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

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

Headings. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

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

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

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

Drug-Free Workplace. The Contractor will comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the Work under this Contract, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

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

ATTACHMENT ONE

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE REHABILITATION SERVICES COMMISSION
AND**

(CONTRACTOR)

THIS CONTRACT, which results from CSP#0A00069, entitled Ohio Rehabilitation Services Commission Systems Analyst RFP 0A0069, is between the state of Ohio, through the Department of Administrative Services, Computer Services Division, on behalf of the Ohio Rehabilitation Services Commission (the "State") and _____ (the "Contractor").

This contract consists of this RFP including all attachments, written amendments to this RFP, the contractor's proposal, and written, authorized amendments to the contractor's proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The form of the contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

1. This RFP, CSP #0A00069, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The contractor's proposal, as amended; and
4. The documents and materials incorporated by reference in the contractor's proposal.

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

This contract has an effective date of the later of _____, 2000, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO, (AGENCY)
DEPARTMENT OF ADMINISTRATIVE SERVICES
COMPUTER SERVICES DIVISION

By: _____
Title:

By: _____
Title: DAS Director

Date:

: _____
Date:

**ATTACHMENT TWO
COST SUMMARY FORM**

| Candidate Name | Period | Hourly Rate | Maximum Hours | Total Yearly Cost |
|--|--|------------------------|--------------------------|------------------------------|
| | Initial Contract Period (through 6/30/01) | \$ _____ | X 1920 = | \$ _____ |
| | Optional Year 1 Extension Period | \$ _____ | X 2080 = | \$ _____ |
| | Optional Year 2 Extension Period | \$ _____ | X 2080 = | \$ _____ |
| TOTAL NOT-TO-EXCEED FIXED PRICE | | | | \$ _____ |

**ATTACHMENT THREE
CANDIDATE INFORMATION
REFERENCES**

Position #: _____

| |
|--------------------------|
| Candidate's Name: |
|--------------------------|

Three (3) professional references who have received services from the candidate in the past five (5) years.

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

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

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

**ATTACHMENT THREE
CANDIDATE INFORMATION
EDUCATION AND TRAINING**

Position #: _____

Candidate's Name: _____

This section must be completed to list the education and training of the proposed candidate

| Education and Training | Months/Years | Where Obtained | Degree/Major Year Earned |
|------------------------|--------------|----------------|-----------------------------|
| College | | | |
| Technical School | | | |
| Other Training | | | |

**ATTACHMENT THREE
CANDIDATE INFORMATION
EXPERIENCE REQUIREMENT**

Position #: _____

Candidate's Name: _____

TYPE REQUIREMENT HERE

| | | | |
|---|--|---|--|
| Client's Company Name: | | Client's Project Supervisor Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Project Month/Year: | Ending Date of Project Month/Year: | |
| Description of the related services provided: | | | |

| | | | |
|---|--|---|--|
| Client's Company Name: | | Client's Project Supervisor Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Project Month/Year: | Ending Date of Project Month/Year: | |
| Description of the related services provided: | | | |

| | | | |
|--|--|---|--|
| Client's Company Name: | | Client's Project Supervisor Contact Name: | |
| Address: | | Phone Number: | |
| Project Name: | Beginning Date of Project Month/Year: | Ending Date of Project Month/Year: | |
| Description of the related service provided: | | | |

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

| | | |
|-----------------------------|--|---|
| Please print or type | Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) | |
| | Business name (Sole proprietors see instructions on page 2.) | |
| | Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| + |
| OR |
| Employer identification number |
| + |

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

▶

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

| | | |
|------------------|--------------------|---------------|
| Sign Here | Signature ▶ | Date ▶ |
|------------------|--------------------|---------------|

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.