

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1059
DATE ISSUED: July 24, 2009

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services for the Bureau of Workers Compensation is requesting proposals for:

XML GATEWAY APPLIANCES AND SUPPORT

INQUIRY PERIOD BEGINS: July 24, 2009
INQUIRY PERIOD ENDS: August 11, 2009
OPENING DATE: August 21 2009
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

MANDATORY PRE-PROPOSAL CONFERENCE

CONFERENCE DATE: July 31, 2009
CONFERENCE LOCATION: Department of Administrative Services
General Services Division
Willow Conference Room
4200 Surface Road
Columbus, Ohio 43228

This RFP consists of five parts and nine attachments, totaling 75 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Bureau of Workers Compensation has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for seven XML Gateway Appliances, technical support and maintenance (the “Project”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to five additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Bureau of Workers Compensation.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Project or the terms and conditions in this RFP.

Background. The Bureau of Workers Compensation (BWC) operates an established Web site architecture that contains a firewall that allows connections to a DMZ. The DMZ contains Web servers that are segregated from other network entities by use of the firewall.

The web server receives HTTP/HTTPS requests from customers, processes the requests, and when necessary invokes business and data access logic on an internal application server cluster. Clustering is accomplished via (hardware) load balancers.

BWC has initiated the deployment of high value business web services through the internal corporate firewall. The deployment has introduced a new traffic pattern within BWC's computer security perimeter (DMZ). This new pattern utilizes XML/SOAP based web services to permit the agency's external web servers to invoke application functionality through the firewall.

In implementing the new XML/SOAP web based services, BWC wishes to defend against XML threats, exert consistent policy control for service access, ensure data privacy, and maintain message integrity and confidentiality through schema validation from within the service. BWC wishes to implement an appliance that will support new and evolving standards (i.e., SOAP 1.1 & 1.2, SWA - Soap with Attachments 1.1, WSDL 1.1 & 1.2, XPath, ebXML -business XML and WS - Web Service Addressing).

The XML Gateway appliance will enable centralized management of policy and policy enforcement. Centralization of policy and its enforcement will offload policy and security enforcement to a security team.

Objectives. The State has the following objectives it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives:

The objective of the RFP is to acquire 7 XML Gateway Appliances, including support and maintenance, that fully support the agency's Support Oriented and Network Architecture, and its XML based Web services.

The appliances must:

1. Allow secure connectivity for XML-based traffic between BWC's DMZ and internal servers.
2. Enable an internal virtual endpoint for XML/SOAP based traffic to monitor and enforce security routing and information policies.
3. Allow for future expansion of the agency's secure Web service communication with partners and sister agencies.

Overview of the Project's Scope of Work. The scope of work for the Project is provided in Attachment Two: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the attachment's description of the work, the attachment will govern.

The Contractor will provide the following hardware, software and services:

1. Seven XML Gateway Appliances and associated software components.
2. Qualified personnel, working on-site, to provide a minimum of 160 hours of installation support to BWC staff for installation, configuration, and testing of the appliances during implementation.
3. Up to five years of maintenance for the XML Gateway Appliances including the one-year warranty period.

Calendar of Events. The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Project schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	July 24, 2009
Inquiry Period Begins:	July 24, 2009
Mandatory Pre-Proposal Conference Date:	July 31, 2009 at 10:00 a.m.
Inquiry Period Ends:	August 11, 2009 at 8:00 a.m.
Proposal Due Date:	August 21, 2009 at 1:00 p.m.

Estimated Dates

Proof of Concept:	September 2009
Award Date:	October 2009

Estimated Project Dates

Project Work Begins:	October 2009
----------------------	--------------

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has nine attachments. The parts and attachments are listed below. There also are one or more supplements to this RFP listed below.

Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

Attachments:

- | | |
|------------------|---|
| Attachment One | Evaluation Criteria |
| Attachment Two | Project Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form) |
| Attachment Seven | Offeror Certification Form |
| Attachment Eight | Offeror Profile Summary |
| Attachment Nine | Cost Summary |

Supplements:

- | | |
|------------------|------------------------------|
| Supplement One | W9 Form |
| Supplement Two | Proof of Concept |
| Supplement Three | Performance Testing Approach |

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about how to respond to this RFP. All responses must be complete and in the prescribed format.

Contacts. The following person will represent the State during the RFP process:

Procurement Representative:

Maria Roberts
Acquisition Analyst

During the performance of the Project, a State representative (the "Project Representative") will represent the Bureau of Workers Compensation and be the primary contact for the Project. The State will designate the Project Representative in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:

- First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and
 - Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

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

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

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Mandatory Pre-Proposal Conference. There will be a Mandatory Pre-Proposal Conference on Friday, July 31, 2009 at 10:00 a.m. that will be held at the DAS – General Services Division facility at 4200 Surface Road in Columbus, OH 43228. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

An offeror's participation in the pre-proposal conference is mandatory for the submission of a proposal from the offeror. Offerors must schedule their attendance for the pre-proposal conference through Procurement Representative Maria Roberts, via email (maria.roberts@das.state.oh.us). Upon receipt of the offeror's request for registration for the conference, a confirmation along with directions to the DAS – General Services Division facility will be sent to the offeror. An offeror's participation in the pre-proposal conference must be scheduled no later than July 30, 2009 by 4:00 p.m.

A prospective offeror must provide the names of all the offeror's visitors, including their title and company name, who will be attending the conference. The State may not issue building access to visitors whose names do not appear on the registration list and may not admit such visitors to the facility. Visitors must have a driver's license or other government-issued photo ID to enter the facility.

During the pre-proposal conference visitors must hold all questions until the question and answer session. At no time before or after the pre-proposal conference and site visit may offerors seek answers from State personnel. The State will make every effort to address offeror questions during the pre-proposal conference. Prospective offerors must resubmit questions that the State takes under advisement during the pre-proposal conference by using the Web-based inquiry process described in this RFP. The State will provide a response to such questions in the question and answer section of the procurement opportunity detail page on the State's Procurement Website. Offeror's questions that arise before or after the pre-proposal conference must be addressed via the question and answer process detailed in this RFP.

Additional information, relevant to the BWC Web site architecture will be provided during the mandatory pre-proposal conference. Prospective offeror's will be required to sign a non-disclosure agreement prior to receiving this information.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror’s Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and eight copies of the technical section, and the package with the cost section also must be sealed and contain two complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “BWC – XML Gateway RFP – Technical Proposal” or “BWC – XML Gateway RFP – Cost Summary,” as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror’s Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

DAS – General Services Division
IT Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the

hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects. The State may 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 it is in the State's interest and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants

clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or through another RFP.

Location of Data. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do all work related to the Project and keep all State data at the location(s) disclosed in the offeror's Proposal. If Attachment Two contains any restrictions on where the work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. The State also will seek to keep the contents of all Proposals confidential until the Contract is awarded, but the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

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, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

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

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Proof of Concept
6. Determination of responsibility; and
7. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though the State may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will

forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation. The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement 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 mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals ranked lower than the rejected Proposal.

Cost Evaluation. Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

If the State finds it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking

offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Proof of Concept. Once the price performance formula contained in Attachment One is calculated and the highest-ranking Proposals are determined, the State will require a Proof of Concept evaluation for testing the proposed XML Gateway Appliance prior to the award of a Contract. The State will limit the Proof of Concept testing to one or more of the highest-ranking Proposals. The objective of the Proof of Concept is to demonstrate that the offeror's proposed XML Gateway Appliance meets the requirements identified in the RFP.

Upon notification that the State requires the proposed XML Gateway Appliance for Proof of Concept testing, the offeror must provide the proposed appliance requested by the State within ten (10) working days of notice from the State. The offeror will be liable for all costs associated with the testing, including the shipment, delivery and return delivery of the proposed XML Gateway Appliance for Proof of Concept testing. The offeror will be required to sign a non disclosure agreement prior to initiating the Proof of Concept testing. This non-disclosure agreement requires the Offeror to indemnify the State against all liability or expense resulting from bodily injury or property damage arising from the proof of concept testing. An outline of the Proof of Concept can be found in Supplement Two.

If the State, through its Proof of Concept testing, determines that the proposed XML Gateway Appliance does not meet the RFP requirements, the offeror's Proposal may be rejected. Offerors will not have the opportunity to retest any appliance that fails the State's Proof of Concept test and will be liable for all costs associated with the testing. The State then may go down the line of remaining offerors, according to rank, to conduct Proof of Concept testing with the next highest-ranking offeror.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Project. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal.

Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an offeror submit audited financial statements for up to the past three years, if the State is concerned an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project is in its best interest and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The State also will issue two originals of any Master Contract(s) for Software Licensing (Master Contract(s)) to the Contractor. If the licensor under any such Master Contract is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. The Contract and any Master Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The

State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include 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 included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, 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. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements. The first set of tables list this RFP’s mandatory requirements. If the offeror’s Proposal meets all the mandatory requirements, the offeror’s Proposal may be included in the next part of the technical evaluation phase described in the next table.

Mandatory Requirements	Reject	Accept
The Offeror must have a minimum of eighteen months experience providing and supporting XML Gateway Appliances.		
Within the last twenty-four months, the Offeror must have experience providing and supporting XML Gateway Appliance (using the hardware and software configurations recommended to the State) solutions for a minimum of three different clients.		
The proposed XML Gateway Appliance must meet all mandatory requirements listed in the sections below.		

The offeror must also complete the tables below and submit technical documentation on all of the items listed in this section. Technical documentation must be OEM printed literature or downloaded pages from the OEM's Web Site. When neither OEM printed literature nor OEM Web downloads are available, technical documentation must be on the OEM’s letterhead and signed by an authorized representative of the OEM. This section must also include the name and telephone number of a representative of the OEM who may be contacted to verify the specifications of products offered. Offerors must specify the exact OEM’s equipment being proposed (model and features). This information must be complete so that the State is able to determine the specific type of equipment being proposed.

In the second column (after each requirement) the offeror must include a technical reference identifying the document name, section, and page number(s) of supporting documentation that confirms that the Offeror’s proposed equipment meets the specification. If the requirement can be met with some type of customization to the solution being proposed, that should be indicated by the offeror with the section, page, and paragraph numbers of the proposal that states how the offeror’s solution will meet the requirement. Incomplete tables and/or missing documentation will be deemed non-responsive and result in a score of “reject”.

Offerors must complete all tables in the following Mandatory Requirement sections:

Mandatory Requirement Fundamental Features	Reference Data or Proposal Page Location	Reject	Accept
1.1 The solution provides external load balancing by placing an XML Gateway appliance behind a load balancing appliance such as Netscaler, F5, Cisco, etc.	_____ Insert document/section/pg#		
1.2 The solution supports WSDL-based service inputs from Microsoft.Net.	_____ Insert document/section/pg#		
1.3 The solution supports WSDL-based service inputs from webMethods (WSI-I).	_____ Insert document/section/pg#		

Mandatory Requirement Fundamental Features	Reference Data or Proposal Page Location	Reject	Accept
1.4 The XML Gateway solution must be implemented as an appliance.	_____ Insert document/section/pg#		
1.5 The solution is compatible and interoperates with existing BWC Cisco routers, switches, and load balancer(s).	_____ Insert document/section/pg#		
1.6 The solution is compatible and interoperates with existing BWC proxying Firewalls.	_____ Insert document/section/pg#		
1.7 The solution is compatible and interoperates with existing HP Blade Servers.	_____ Insert document/section/pg#		
1.8 The solution supports virtualization of endpoints such that the actual endpoint specification (URI, machine, port etc.) is obfuscated to the invoker.	_____ Insert document/section/pg#		
1.9 The solution configures the transformation of inbound and outbound messages including the ability to alter or strip out private data (at least SSN and credit cards).	_____ Insert document/section/pg#		
1.10 The solution supports SNMP queries to allow hardware health checks.	_____ Insert document/section/pg#		
1.11 The solution supports Syslog.	_____ Insert document/section/pg#		
1.12 The solution provides a minimum of two Ethernet network interfaces: one for data ingress and one for data egress.	_____ Insert document/section/pg#		

Mandatory Requirement Equipment and Software	Reference Data or Proposal Page Location	Reject	Accept
2.1 The solution supports a network connection that will operate at 1GB, full Duplex and 100MB full duplex. All new devices that are 1 GB or less require copper connectivity.	_____ Insert document/section/pg#		
2.2 The Gateway must be rack mountable in a standard 19 inch four-post rack.	_____ Insert document/section/pg#		
2.3 The power supplies must utilize 110 or 220 single phase AC power.	_____ Insert document/section/pg#		
2.4 Solution must contain suitable redundancy to continue functioning normally after a single hardware failure in any of the following: power supply, fan, hard drive.	_____ Insert document/section/pg#		

2.5 The solution has the capability to synchronize with an external time server via the network time protocol.	_____		
	Insert document/section/pg#		

Mandatory Requirement Management and Monitoring	Reference Data or Proposal Page Location	Reject	Accept
3.1 The solution provides granular, role based security for the administrative console. Use of the management console(s) must not require administrative access to the server. Configuration of individual services or a group of services must be able to be delegated to an individual user or group of users without a requirement to provide that user or group of user's administrative access.	_____		
	Insert document/section/pg#		
3.2 Logging for XML Appliance and Management Console(s) includes logging of the following events: date, time and user ID of person / entity making change when logging: <ul style="list-style-type: none"> 1. configuration changes; 2. profile changes; 3. endpoint specification changes; 4. administrator authentication; 5. XML authentication; and 6. Login attempt is made, including both success and failure. 	_____		
	Insert document/section/pg#		
3.3 The solution provides a mechanism(s) for implementing patches (software, security etc.) for hardware/software.	_____		
	Insert document/section/pg#		
3.4 The solution must provide a mechanism for a full back up and the capability for recovery and restoration on a separate appliance.	_____		
	Insert document/section/pg#		

Mandatory Requirement Network and Protocol Support	Reference Data or Proposal Page Location	Reject	Accept
4.1 The solution supports SOAP and plain XML network protocols.	_____		
	Insert document/section/pg#		
4.2 The solution supports HTTP/S v3/TLS network protocols.	_____		
	Insert document/section/pg#		

Mandatory Requirement Security and Traffic Verification	Reference Data or Proposal Page Location	Reject	Accept
5.1 The solution provides traffic verification for all messages by content and endpoint.	_____ Insert document/section/pg#		
5.2 The solution validates messages by schema and WSDL.	_____ Insert document/section/pg#		
5.3 The solution provides Identity Verification by User ID/Password.	_____ Insert document/section/pg#		
5.4 The solution supports encryption at the SSL 3 level.	_____ Insert document/section/pg#		
5.5 The solution allows traffic policy definitions with a warning methodology for exceptions to the policy.	_____ Insert document/section/pg#		
5.6 The solution supports the import / export of policies for disaster recovery, reporting and policy migration to external media.	_____ Insert document/section/pg#		
5.7 The solution can define policies to limit service activation based on authentication and end point (Service Name, URI, HTTP/SOAP header info).	_____ Insert document/section/pg#		
5.8 The solution supports certificate based authentication including X.509 Certificates.	_____ Insert document/section/pg#		
5.9 The Proposal has listed the solution's supported Certificate formats.	_____ Insert document/section/pg#		
5.10 BWC must be notified of and be able to control all access to the appliance and associate management software, including all user ids and passwords.	_____ Insert document/section/pg#		

Mandatory Requirement Performance	Reference Data or Proposal Page Location	Reject	Accept
6.1 The solution will support at least 1,760 requests per minute while supporting schema and endpoint validation.	_____ Insert document/section/pg#		
6.2 The solution will support at least 1,560 Mbytes per minute while supporting schema and endpoint validation.	_____ Insert document/section/pg#		

Mandatory Requirement Performance	Reference Data or Proposal Page Location	Reject	Accept
<p>6.3 The solution will provide a minimum of 95% of transactions with a latency of under 1 second for:</p> <ol style="list-style-type: none"> 1. Schema Validation – Types (String, int, etc.), Min/Max, Complex Types; 2. Endpoint Verification, Policy Enforcement; 3. 100 Elements; and 4. Element verification & routing based on string parsing. 	<p>_____</p> <p>Insert document/section/pg#</p>		

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Requirements					
The Offeror must have a minimum of eighteen months experience providing and supporting XML Gateway Appliances.	6	Reject	5	7	9
Within the last twenty-four months, the offeror must have experience providing and supporting XML Gateway Appliance (using the hardware and software configurations recommended to the State) solutions for a minimum of three different clients. Clients with hardware / software stacks similar to BWC are preferred.	6	Reject	5	7	9

The offeror must also complete the tables below and submit technical documentation on all of the items listed in this section. Technical documentation must be OEM printed literature or downloaded pages from the OEM's Web Site. When neither OEM printed literature nor OEM Web downloads are available, technical documentation must be on the OEM's letterhead and signed by an authorized representative of the OEM. This section must also include the name and telephone number of a representative of the OEM who may be contacted to verify the specifications of products offered. Offerors must specify the exact OEM's equipment being proposed (model and features). This information must be complete so that the State is able to determine the specific type of equipment being proposed.

In the second column (after each requirement) the offeror must include a technical reference identifying the document name, section, and page number(s) of supporting documentation that confirms that the Offeror's proposed equipment meets the specification. If the requirement can be met with some type of customization to the solution being proposed, that should be indicated by the offeror with the section, page and paragraph numbers of the proposal that states how the offeror's solution will meet the requirement. Incomplete tables and/or missing documentation will be deemed non-responsive and result in a score of "does not meet".

Offerors must complete all tables in the following Proposal Solution sections:

Proposed Solution Fundamental Feature	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1.1 The solution supports WSDL-based service inputs from WSDL 1.0 and 2.0 (including that generated from CICS transaction server version 3.2).	_____ Insert document/section/pg#	3	0	5	7	9
1.2 Describe methods of introspection of messages and traffic supported as well as any capability to correlate responses to requests.	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Fundamental Feature	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1.3 The solution supports stateful failover between clustered appliances.	_____ Insert document/section/pg#	3	0	5	7	9
1.4 The solution supports XML message data transformation.	_____ Insert document/section/pg#	6	0	5	7	9
1.5 The solution provides acceleration for XML / XPath.	_____ Insert document/section/pg#	3	0	5	7	9
1.6 The solution provides acceleration for SOAP Processing.	_____ Insert document/section/pg#	3	0	5	7	9
1.7 The solution provides acceleration for the SSL.	_____ Insert document/section/pg#	6	0	5	7	9
1.8 The solution provides acceleration for Encryption (such as DES, Triple DES, RC4 etc.).	_____ Insert document/section/pg#	1	0	5	7	9
1.9 The solution supports email notification.	_____ Insert document/section/pg#	6	0	5	7	9
1.10 The solution supports SNMP traps in response to errors and alerts, including both software and hardware.	_____ Insert document/section/pg#	3	0	5	7	9
1.11 The solution supports SNMP v3 notification.	_____ Insert document/section/pg#	3	0	5	7	9
1.12 The solution supports integration with various monitoring tools such as HP OpenView and MS SCOM.	_____ Insert document/section/pg#	1	0	5	7	9

Proposed Solution Equipment and Software	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
2.1 The solution includes hard drives that are hardware RAIDed. One of the following RAID levels is required: 1, 5, or 0+1.	_____ Insert document/section/pg#	6	0	5		
2.2 The solution includes redundant hot swappable disks and power supplies that are user replaceable.	_____ Insert document/section/pg#	6	0	5		
2.3 The solution does not require a special hardware/software driver installation on the client(s).	_____ Insert document/section/pg#	6	0	5		
2.4 The solution includes a serial console interface.	_____ Insert document/section/pg#	6	0	5		

Proposed Solution Equipment and Software	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
2.5 The solution includes a visual indicator, on device front panel, that indicates activity and/or fault conditions and light indicating power.	_____ Insert document/section/pg#	1	0	5		
2.6 The solution features a Security Hardened Operating System that has been reviewed by a Government agency (DoD, NSA) or an outside agency (ex. ICESA).	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Management and Monitoring	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
3.1 The solution provides the ability to export log data. Preferably via secure file service API. Encrypted transfers are also preferred.	_____ Insert document/section/pg#	6	0	5	7	9
3.2 Logging of all traffic processed by the gateway including source, destination, date and time, call duration, authentication, authorization, and transaction description. The ability to filter events and the ability to change logging levels is preferred.	_____ Insert document/section/pg#	6	0	5	7	9
3.3 The solution provides for signing and encrypting of logs for enhanced security.	_____ Insert document/section/pg#	3	0	5		
3.4 The maximum size, location and number of log files should be configurable.	_____ Insert document/section/pg#	3	0	5	7	9
3.5 The solution provides a service deployment feature for the automatable / scriptable / programmable deployment of new service definitions.	_____ Insert document/section/pg#	6	0	5	7	9
3.6 The solution provides a service deployment feature for the deployment of new service definitions by effective date.	_____ Insert document/section/pg#	1	0	5		
3.7 The solution provides a service deployment feature for service change roll-back.	_____ Insert document/section/pg#	6	0	5	7	9
3.8 The solution provides a service deployment feature for redo after roll-back.	_____ Insert document/section/pg#	1	0	5		
3.9 The solution provides a service deployment feature for a visual comparison of changes.	_____ Insert document/section/pg#	1	0	5		

Proposed Solution Management and Monitoring	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
3.10 The solution includes a reporting feature to report on performance and service level agreements.	_____ Insert document/section/pg#	6	0	5		
3.11 The solution provides reports in a format which can be processed later. Specify formats.	_____ Insert document/section/pg#	6	0	5	7	9
3.12 The solution includes a reporting feature to generate canned and/or custom reports of monitoring and usage.	_____ Insert document/section/pg#	6	0	5	7	9
3.13 The solution includes a reporting feature to report traffic patterns which can be used for dependency mapping and impact analysis.	_____ Insert document/section/pg#	3	0	5	7	9
3.14 The solution provides support for service version management. Example solutions: a. Providing a single virtual endpoint which is mapped to multiple internal versions. b. Transforming message content to fit appropriate service version schema. c. Providing dynamic routing of a request to a currently supported service version.	_____ Insert document/section/pg#	6	0	5	7	9
3.15 The solution includes capability to capture and debug traffic in flight.	_____ Insert document/section/pg#	6	0	5	7	9
3.16 The solution supports automated backups and the transfers of the backups to other network devices.	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Network and Protocol Support	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
4.1 The solution supports the REST (representative State Transfer) protocol.	_____ Insert document/section/pg#	1	0	5		
4.2 The solution supports the RSS protocol.	_____ Insert document/section/pg#	1	0	5		
4.3 The solution supports messaging protocols including, JMS, MQ Series, MSMQ and .Net Remoting message traffic types.	_____ Insert document/section/pg#	3	0	5	7	9
4.4 The management software uses IP network communication protocols and has a single user-definable port.	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Network and Protocol Support	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
4.5 The solution provides information regarding the hardening of all hardware / software aspects of the solution against network attacks. This should include any testing by third parties such as federal agencies specializing in security or groups/businesses specializing in testing as well as practices intended to harden hardware and/or software.)	_____ Insert document/section/pg#	3	0	5	7	9
4.6 The solution provides a means of throttling traffic for both threat (denial of service attack) and management (performance) reasons. This should be provided via Management interface. Information about restrictions based on user, group, IP, and protocol are desirable.	_____ Insert document/section/pg#	6	0	5	7	9
4.7 The solution provides the ability to time-out long running transactions. (Please specify all supported protocols.)	_____ Insert document/section/pg#	3	0	5		
4.8 The solution provides dynamic routing based on message content.	_____ Insert document/section/pg#	6	0	5		
4.9 The solution provides dynamic routing based on source device by IP address.	_____ Insert document/section/pg#	3	0	5		
4.10 The solution provides dynamic routing based on the identity of the requestor.	_____ Insert document/section/pg#	1	0	5		
4.11 The solution provides dynamic routing based on performance.	_____ Insert document/section/pg#	3	0	5		
4.12 The solution provides dynamic routing based on the environment or system factors such as time of year/day/month.	_____ Insert document/section/pg#	3	0	5		
4.13 The solution provides dynamic routing for destination (i.e. service being invoked, URI, HTTP Header information, IP Address etc.)	_____ Insert document/section/pg#	3	0	5	7	9
4. 14 The solution provides support for WS* (WS-Security, WS-Policy, WS-Messaging).	_____ Insert document/section/pg#	3	0	5	7	9
4.15 The solution provides the ability to pass the original source IP address to the destination server.	_____ Insert document/section/pg#	3	0	5	7	9

Proposed Solution Security and Traffic Verification	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
5.1 The solution provides the ability to validate traffic by metadata.	_____ Insert document/section/pg#	6	0	5		
5.2 The solution must be able to validate messages by user defined rules.	_____ Insert document/section/pg#	6	0	5	7	9
5.3 The solution provides authentication using the following: Kerberos, NTLM v5, SAML token issuance, and Radius. Support for one-time passwords desired, i.e. keyfob.	_____ Insert document/section/pg#	6	0	5	7	9
5.4 The solution supports SSL Version 3 encryption.	_____ Insert document/section/pg#	6	0	5		
5.5 The solution supports encrypted signing of messages for support of non-repudiation.	_____ Insert document/section/pg#	6	0	5		
5.6 The solution supports encryption at a field level.	_____ Insert document/section/pg#	3	0	5		
5.7 The solution provides notification upon policy assertions.	_____ Insert document/section/pg#	3	0	5	7	9
5.8 The solution provides rerouting / denial upon policy assertions.	_____ Insert document/section/pg#	3	0	5	7	9
5.9 The solution will detect malformed XML and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9
5.10 The solution will detect SQL Injection and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9
5.11 The solution will detect XPath Injection and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9
5.12 The solution will detect malformed HTTP headers and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9
5.13 The solution will detect malformed HTTP query string and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9
5.14 The solution will detect buffer overflow and execute user and system defined procedures and policies.	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Security and Traffic Verification	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
5.15 The solution supports threat detection and blocking for malicious SOAP attachments.	_____ Insert document/section/pg#	6	0	5		
5.16 The solution provides intrusion detection and blocking (including viruses, Trojans and worms and other threats).	_____ Insert document/section/pg#	6	0	5	7	9
5.17 The solution supports storage of authentication information in a database.	_____ Insert document/section/pg#	3	0	5	7	9
5.18 The solution allows for conditional branching within policies (i.e. Grant access to all customers within Group 1 that reside in Geographical Area 2).	_____ Insert document/section/pg#	3	0	5	7	9
5.19 The solution supports automated policy replication and migration from server to server or environment to environment.	_____ Insert document/section/pg#	6	0	5	7	9
5.20 The proposed solution supports automating policy rollouts by effective dates.	_____ Insert document/section/pg#	3	0	5	7	9
5.21 The solution supports policy change roll-back.	_____ Insert document/section/pg#	3	0	5		
5.22 The solution can define and manage authentication including creating policies and assigning roles.	_____ Insert document/section/pg#	6	0	5	7	9
5.23 The solution provides certificate management and revocation via X.509 certificate issuance. (The solution not only makes use of X.509 certificates, but also can generate and use its own certificates.)	_____ Insert document/section/pg#	1	0	5	7	9
5.24 The Proposal should list the solution's supported Certificate formats.	_____ Insert document/section/pg#	1	0	5		

Proposed Solution Performance	Reference Data or Proposal Page Location	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
6.1 The proposed solution is horizontally scalable in a load balanced and heterogeneous configuration.	_____ Insert document/section/pg#	6	0	5	7	9
6.2 The proposal includes independent performance and throughput benchmark results for the proposed solution.	_____ Insert document/section/pg#	6	0	5	7	9

Proposed Solution Work Plan	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Installation Support: The Work Plan must address how the offeror will provide a maximum of 200 hours of on-site support for installation, network set-up, configuration, rule set-up, performance tuning and optimization after the successful installation of the appliances.	6	0	5	7	9
Performance Tuning Testing: The Work Plan must address how the offeror will assist BWC with the performance test	6	0	5	7	9
Maintenance and Support: The Work Plan must address how the offeror will meet the maintenance and support requirements for the RFP.	6	0	5	7	9
The Proposal has documented vendor escalation procedures.	3	0	5	7	9

Price Performance Formula. The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 300$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"). Additionally, it gives a detailed description of the Project's schedule.

Scope of Work. The scope of this project will consist of: (1) providing seven XML Gateway appliances with the appropriate software applications to satisfy the requirements listed in Attachment One; (2) a minimum of 160 hours of installation, configuration and testing support; and (3) providing up to 6 years of maintenance support for the Bureau of Workers Compensation.

These appliances will provide functionality fully supporting the BWC XML based Web services. The appliances must be compatible with the BWC's network architecture, security architecture, integration policies, and application architecture.

The appliances also must: (1) Provide security, acceleration, routing, policy enforcement, monitoring, and validation for XML based traffic as defined in the RFP requirements. (2) Enable a virtual endpoint for XML/SOAP based traffic. (3) Allow scalability for expansion of the agency's secure Web service communication.

The State will provide oversight for the entire Project and the Contractor must provide the necessary resource(s) to perform the support and maintenance tasks required under this Contract.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and complete all milestones and Deliverables, as provided in the Work Plan.

Hardware and Software. The Contractor must provide seven XML Gateway Appliances, the associated software components and associated manuals to meet specified requirements. Installation will be accomplished by BWC with technical assistance provided by the Contractor.

The Contractor warrants that the XML Gateway Appliance will be new and not used or refurbished and in no event will any proposed appliance be an alpha or beta test product.

Delivery and Deliverables. One cluster of two and one stand-alone appliance will be delivered within 10 business days from issue of the Purchase Order. The remaining two clusters of two will be delivered within 30 business days from issue of the Purchase Order.

Unless otherwise provided, the State will not be responsible for freight or delivery charges. Prices are to be based upon the product(s) or service(s) being offered F.O.B. destination, freight prepaid by the Contractor to the location(s) in the RFP or as listed on the purchase order issued. Any shipment marked C.O.D. will be rejected and returned at the Contractor's expense.

Title to all Deliverables, except for software that is subject to a license agreement, passes from Contractor to State when Contractor ships the products from its manufacturing location, but risk of loss passes to the State only upon delivery and inspection for damage, which must occur within fifteen days of delivery. No payment will be made for any Deliverable until the State has accepted the Deliverable. The State will have fifteen days after delivery to accept or reject a Deliverable.

The State will bear the risk of loss or damage to the appliance after delivery and acceptance of the appliance unless the damage is due to the fault or negligence of the Contractor.

Number	Deliverable	Timing
1	Delivery of an operational cluster of two plus one stand alone XML Gateway Appliance. Assistance includes set-up, configuration and migration of policies.	Within 10 days from issue of Purchase order
2	Delivery of two operational clusters of two XML Gateway Appliances. Includes set-up, configuration and migration of policies.	Within 30 days from issue of Purchase order

Software and Hardware Licenses. The Contractor must provide the required licenses for any and all hardware and software necessary to install the 7 XML Gateways in BWC’s Production, Performance Testing, Disaster Recovery and Development environments.

Installation Support. The Contractor must provide a minimum of 160 hours of installation support as outlined in the RFP. This includes but is not limited to professional services, ancillary hardware and software to support the XML Gateway installations and any required technical publications the state deems necessary to operate the appliances, such as but not limited to white papers; hardware, software, and installation manuals; and references to user groups, including third party book examples.

The Contractor’s on-site personnel will provide both installation and support during this phase. Contractor activities include support for:

1. Network set-up: The Contractor will assist BWC staff with installing XML Gateway Appliance hardware in existing racks with power and network connections provided by BWC. Support for “Installation” includes assisting BWC with both hardware and software setup required to get XML Gateway Appliance to function on the BWC network.
2. Encryption configuration (CERTs, etc.): The Contractor will assist BWC staff in setting up any Certificate Management Software used by the XML Gateway Appliance. Optionally a BWC provided Certificate Authority may be used.
3. Rule setup (policies): The Contractor will assist BWC staff in implementing policies for securing web service traffic. This support includes, but is not be limited to, loading of web service definitions, establishing policy groups, implementing group policies and setting up alerts for policy violations.
4. Post-installation support/trouble shooting: The Contractor will assist BWC staff in monitoring production system(s) for any support or troubleshooting efforts.
5. Performance tuning: The Contractor will assist BWC staff in monitoring performance and any optimizations required ensuring the product meets BWC performance requirements described in the RFP.

Training and Knowledge Transfer. The Contractor will provide 40 hours of training/knowledge transfer to at least 3 BWC staff regarding the various phases and activities of installation.

Performance Testing and Tuning. Attachment Four: Part Five Standards of Performance and Acceptance describes the categories and definitions for testing. Supplement Three contains the Performance Testing Approach.

Maintenance and Support. One year of warranty maintenance is required. In addition, the Offeror must provide annual costs for maintenance and support in years two through six.

The Contractor will be responsible for maintenance and support of the proposed XML gateway appliances. The Contractor is required to provide support during the warranty period. Warranty work must not be included in the cost of the maintenance and support during year 1. The Contractor must provide 24x7x365 service and phone support with an initial response time of no more than 4 hours.

Ongoing corrections of XML gateway appliances will be characterized as maintenance and ongoing changes to XML gateway appliances for additional functionality will be characterized as an enhancement. Support must be available during the State's regular business hours, 8 am to 5 pm, Eastern Time, Monday through Friday. Adequate coverage is essential to maintain a stable production environment.

During maintenance and support, the Contractor must provide updates, patches, and repairs; correction of defects; and software upgrades as described below. Additional maintenance provisions are described in Attachment Four of this RFP and Mandatory Requirements for maintenance and support are described in Attachment One of this RFP.

Updates, Patches and Repairs. The Contractor must update, patch, and repair the XML gateway appliances in the development environment and package software changes for promotion to production. All updates, patches, and repairs must be fully and successfully tested before migration to production.

For implementation of updates, patches, and repairs of XML gateway appliances the Contractor must work with BWC to coordinate the release of the updates, patches, and repairs with regularly scheduled maintenance releases.

Correction of Defects. The Contractor must correct defects that are functionality or equipment malfunctions or deviations from the approved and accepted XML gateway appliance. No requirements or design changes are involved in the correction of defects. The Contractor must take corrective action and ensure that the appliance performs as proposed and approved.

The Contractor must use the following definitions of resolution priority for defects discovered during production:

Urgent: The business functionality that depends upon this device is down. Work is stopped. End customer's perceived service level of the application is affected;

High: The business functionality is continuing, but in a diminished capacity. End customer's perceived service level of the application is affected;

Medium: The business functionality is continuing, but there are errors for which temporary work-arounds exist. End customer's perceived service level of the application is unaffected; and

Low: Business functionality is largely unaffected but management, monitoring, and/or operations are affected. Temporary work-arounds exist which require little continuing manual intervention. End customer's perceived service level is unaffected.

The Perceived Service Level is the degree to which a person believes that an information system is reliable, stable, and responsive.

The Contractor must report all defects discovered to BWC via email within two business hours. BWC will report any defects discovered to the Contractor.

The Contractor must review all urgent and high-priority problems within four business hours of receipt of the problem report. The Contractor must review all medium- and low-priority problems within eight business hours of receipt of the problem report.

Problems and inquiries that cannot be resolved immediately upon receipt by the Contractor will be classified into the following categories of complexity:

Low: the problem is a known issue, or an immediate solution is available;

Medium: the problem appears to be a bug or data problem; and

High: the problem is hard to trace and is likely to need extensive troubleshooting.

The Contractor must submit a written report of the analysis to BWC upon completion of the analysis and diagnosis that identifies the proposed resolution, if it can be identified at that time,

and the anticipated completion date/time. Once the resolution is defined (if not defined with initial diagnosis), the Contractor must confer with BWC to confirm approval of resolution.

The Contractor must correct system fatal errors and abnormal ends, and defects causing such problems. Fatal errors and abnormal ends must be corrected within 24 hours from the time that the problem occurs unless BWC has approved additional time for corrective action. The Contractor must ensure that all other issues and defects will be resolved within timeframes specified in the following table:

Issue Resolution Time Frames				
Complexity	Resolution Priority			
	Low	Medium	High	Urgent
Low	3 Business Days	1 Business Day	1 Business Day	4 Business Hours
Medium	7 Business Days	3 Business Days	1 Business Day	1 Business Day
High	10 Business Days	4 Business Days	2 Business Days	1 Business Day

Upon correction of the problem, the Contractor must notify BWC that the problem is resolved.

The Contractor must fix all defects unless the Contractor is not authorized to fix the defect. All defect resolutions will have to be approved by BWC.

For all system-related problems, the Contractor must work with BWC staff to diagnose and develop a plan to resolve all such issues. Resolutions may require the Contractor to monitor and tune the appliances to maintain system performance or correct deficiencies or problems with the functionality of subsequent enhancements.

The Contractor must provide professional integration and troubleshooting services throughout the warranty and maintenance period. These services will be made available on an as required basis to provide problem detection, isolation, diagnosis, and resolution for compatibility issues between the XML Gateway and third party products

Software Upgrades. When evaluating software upgrades, the Contractor must determine the impact on current configurations. The Contractor must provide such upgrades as specified in the software license agreements. All upgrades must be fully and successfully tested before migration to production.

For the implementation of software upgrades, the Contractor must work with BWC to coordinate the release of the upgrades with regularly scheduled maintenance.

Meeting Attendance and Reporting Requirements. Periodic Project updates requirements to be determined by the agency.

Work Hours and Conditions. The Contractor will be expected to work onsite with BWC staff. The BWC 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. Training must be held onsite at a BWC site in central Ohio.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner and produce Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's

Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Six of the RFP.)

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Project Representative or designee determines the State should make a payment associated with the Deliverable, the Project Representative will indicate the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment (Attachment Six) and the payment itself do not indicate the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

Special Maintenance Standards. Equipment Maintenance, Maintenance Standards, Maintenance Continuity, Principle Period of Maintenance, Maintenance Access and Key Maintenance Personnel requirements are described in Attachment Four, Part Five: ACCEPTANCE AND MAINTENANCE.

The Contractor's Fee Structure. The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below:

Payment Milestone/Deliverable	Payment
Acceptance of an operational cluster of two plus one stand alone XML Gateway Appliance. Includes supporting set-up, configuration, migration of policies and as built documentation with detailed installation notes, specifics as to options chosen, including any patches and final versions of software/drivers required for the successful installation.	40% of the total appliance fixed cost (plus console, if separate)
Acceptance of two operational clusters of two XML Gateway Appliances. Includes supporting set-up, configuration and migration of policies.	60% of the total appliance fixed cost (plus console, if separate)
Installation support hours as required (Minimum of 160 hours.)	Monthly

Payment Milestone/Deliverable	Payment
Training and Knowledge Transfer (Not to exceed 40 hours.)	Monthly
Annual maintenance and support	Yearly

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above.

Reimbursable Expenses. None. No per diem or travel expenses will be paid by the State.

Bill to Address. BWC Accounts Payable
 PO Box 15369
 Columbus, OH 43215-0369

Background Checks. All Contractor and subcontractor personnel assigned to the Project must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority. For personnel, background checks and fingerprint searches must be completed before the Contractor's or subcontractor's personnel begin working on the Project. All costs associated with complying with this requirement will be at the Contractor's expense. The Contractor must work with the State's Project Manager to ensure that all required background checks are completed before the start of the Project. The Contractor must immediately provide the results of all background checks to the State's Project Manager. In the State's sole discretion, the State may reject any proposed personnel whose background contains a felony conviction or a misdemeanor conviction involving dishonesty or violence. All costs associated with this will be at the Contractor's expense.

Location of Data. All data owned by the Bureau of Workers Compensation and/or the State of Ohio must remain within BWC's premises.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certifications
- Offeror Profile Summary Forms
- Proposed Solution
- Equipment and System Elements
- Work Plan
- Assumptions
- Support Requirements
- Pre-Existing Materials
- Commercial Materials
- Terms for Commercial Materials
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

Subcontractor Letters. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

Offeror Certifications. The offeror must complete Attachment Seven, Offeror Certification Form.

Offeror Profile Summary Form. This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Eight.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Eight.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Project Name.** The offeror must provide the name of the project where it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.**

The offeror must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

b) **Required Experience and Qualifications.** The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the information in the same manner as described above under item a, Mandatory Experience and Qualifications.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Eight to this RFP, for each reference.

Proposed Solution. The offeror must describe in detail how its proposed solution meets the functional and technical requirements described in Attachment One of this RFP.

These include:

- Fundamental Features;
- Equipment and Software;
- Management and Monitoring;
- Network and Protocol Support;
- Security and Traffic Verification; and
- Performance.

With the exception of equipment and software section of the Proposed Solution, the offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

The Offeror's Proposal must include technical (or Web-based links) documentation that provides information on the recommended solution. Documentation may include:

- a. Operations, installation and configuration manuals;
- b. Integration Guides; and
- c. On-line support sites/forums.

Equipment and System Elements. The offeror must identify all proposed equipment needed for the proposed solution. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the proposed solution that is not otherwise specified in this RFP.

The equipment and other system specifications in this RFP are minimum requirements. The offeror may include features, equipment, or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements described in the RFP. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

The offeror must provide a current hardware supportability/certification matrix. The matrix must include BWC's existing hardware as distributed during the mandatory pre-proposal conference. The offeror must also provide a schematic diagram of the proposed architecture.

Work Plan. The offeror must fully describe its approach, methods, and specific work steps for completing the scope of work and producing the deliverables described in Attachment Two. The State has estimated that a minimum of 160 hours of on-site support is required for installation, network set-up, configuration, rule set-up, performance tuning and optimization after the successful installation of the appliances. The State encourages responses that demonstrate a thorough understanding of the nature of the required work, include proven, state-of-the-art methods and describe what the Contractor must do to get the work done well.

Work Plans should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The offeror's work plan should clearly and specifically identify personnel assignments and the number of hours estimated to complete each task described in the scope of work.

Additionally, the work plan must specifically address how the offeror will assist BWC with the performance test and how the offeror will meet the maintenance and support requirements. Regarding maintenance and support, the offeror must describe:

- The specifics of support (Telephone, email, response times, escalation process etc.);

- The specifics of support and licensing for all other required or supplied software;
- The plan to provide required support and licensing for all other (third party) required or supplied software; and
- If the offeror plans to use a local source for hardware maintenance and support resources.

The proposed work plan must also include a:

- Description of the anticipated implementation and configuration responsibilities for both BWC and the offeror's staff;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Description of the Project issue resolution and escalation process; and
- If the offeror chooses to use subcontractors, a description of its approach to managing its subcontractors effectively

As an optional work plan item the offeror's Proposal can include any additional support services (levels of support for instance) that are available beyond those specified in the RFP.

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation and terms and conditions.

Support Requirements. The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required (specifically, include requirements, if any, for BWC staff who are associated with the routine maintenance and support Contract; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unwilling or unable to meet the requirements.

Pre-existing Materials. The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials. The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of any proposed license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

Terms for Commercial Materials. If the offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the offeror's Proposal.

Bond Commitment. The selected offeror must provide a performance bond. The amount of the performance bond must be equal to at least ten percent of the total amount of the Contract, and the bond must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Therefore, each offeror must enclose a letter of commitment from a bonding company for an appropriate performance bond with its Proposal.

The offeror must list the actual cost of securing the performance bond in its Cost Summary, Attachment Nine. The State will pay only the actual cost of the performance bond and may request a certified copy of the invoice from the bonding company for documentation. If the cost of the bond on the Cost Summary and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

Proof of Insurance. The offeror must provide the certificate of insurance in the form that Attachment Four requires. The policy may be written on an occurrence or claims made basis.

Payment Address. The offeror must give the address to which the State should send payments under the Contract.

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

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 Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for the entire Project must be represented as the not-to-exceed fixed price.

The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.

As part of the separately, sealed Cost Proposal, the offeror is encouraged to include pricing for an annual leasing option if available.

Additionally, the offeror must provide an itemized list of products and services. This list must include all products required for the specified configuration.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The RFP and the Contractor's Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor must do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State 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 also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. 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.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. 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 must send all invoices under this Contract to the "bill to" address in the RFP Documents 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 "Revised 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 then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager, the Contractor's Project executive, the Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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 must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive 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.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

The State may pay any part of the not-to-exceed fixed price identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment.

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

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Project Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

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 Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; 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 are available.

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

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

PART TWO: PROJECT AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

Subcontracting. The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. Nevertheless, the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

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

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. Further, 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 also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. 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. 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 must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. Additionally, the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

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

Insurance. The Contractor must 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 Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) 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. All carriers must have at least an "A-" rating by A.M. Best.

Performance Bond. The Contractor must provide the Procurement Representative with a performance bond in the amount required by the RFP Documents within 30 business days after receipt of a purchase order for this Contract. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio and must indemnify the State against all direct damages it suffers from any failure of the Contractor to perform properly.

Failure of the Contractor to provide the performance bond on or before the date it is required will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause. The performance bond must remain in place through the term of the contract but may be renewed or continued annually with the approval of the State. Further, the terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

Concurrent with the delivery of the performance bond, the Contractor must provide the State with a certified copy of the invoice for the bond from the bonding company. The State will reimburse the Contractor for the lesser of the amount of the performance bond reflected on the bonding company's certified invoice or the cost shown on the Cost Summary of the Contractor's proposal.

Replacement Personnel. If the RFP Documents contain the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the

State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Project without the prior written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Project, if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Project for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Project. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Project. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must 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. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, 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 any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort 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 may 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 Documents, the State may terminate this Contract for its 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 that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Project, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

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 also may terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 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 immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and 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 also may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. However, if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before

termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

The State will have the option of suspending rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of the State and may resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Project for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must 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 in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project

Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. The Project Manager also will conduct all Project meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Project.

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will work with the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Project. The Contractor must coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Representative any issues, recommendations, and decisions related to the Project.

If any part of the Project requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Project Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Project and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing 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. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived

the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Project, as provided in the RFP Documents.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

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

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as 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 excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must 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 Project. 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 incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel 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) except as provided in the next paragraph, 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 must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, 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 must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
3. Reproduced for safekeeping (archives) or backup purposes;
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
6. Used or copied for use in or transferred to a replacement computer.

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

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 security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must 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 will give the Contractor

notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following 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.

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies

with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

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 must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. This section sets forth the process that will be used to test the Deliverables and the completed Project in order for acceptance to occur. This section will also be used to: 1) measure the Contractor's performance after the Project has been accepted; and 2) applies to any part of the Project, as well as replacements or substitutes for the Project after completion of a successful performance period.

The State, with the assistance of the Contractor, will perform the testing (referred to as "acceptance testing" or "performance testing"). Supplement Three sets forth the performance criteria that will be used for this testing. The period for performance testing ("performance period") will last up to 90 calendar days, during which time the Project must meet the standard of performance *required by the RFP Documents* for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in

the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The State will provide the number of days that the Contractor has to correct the problems. The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5% for stand-alone appliances and 99.9% for the high-availability clusters of two, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

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.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Equipment Maintenance. If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or

included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.

- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity. This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

Principal Period of Maintenance (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous 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 change to 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 a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

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 may 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 contact 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 Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, 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.

Sweatshop Free. By the signature affixed to this RFP, Offeror certifies all facilities used for the production of the supplies or performance of services offered in the RFP are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Offeror in furnishing the supplies or services described in the RFP and awarded to the Offeror. If the State receives a complaint alleging non-compliance with sweatshop free requirements, the State may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by the State of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project 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 must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

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

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department web site: <http://www.das.ohio.gov/Eod/AEEO.htm>

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

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

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

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. The State is not obligated to provide its consent to any proposed assignment.

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 FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE _____
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1059, entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the 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 document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, 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 _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE - DO NOT FILL OUT _____

By:

By: Hugh Quill

Title: _____

Title: Director

Date: _____

Date: _____

**ATTACHMENT SIX
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]

The **[insert Deliverable/milestone name]** Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by **[insert Corporate name]** in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of **[insert Deliverable/milestone name]**. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, **[insert date XX calendar days from submitted date]**.

Please contact _____ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

Printed Name
Contractor Project Manager
{Same as person signing above}

<p>COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____</p> <p>_____</p> <p>Signature of State Project Representative/Date</p>
--

<p>NOT COMPLIANT: Describe reason(s) for non-compliance: (Continue on back if necessary)</p> <p>_____</p> <p>Signature of State Project Representative/ Date Payment <u>Not</u> Authorized</p>
--

**ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM**

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Project will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the work on the Project.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work:

The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use on the project.

Please provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:

Title:

Mailing Address:

Office Phone Number:

Cell Phone Number:

Fax Number:

Email Address:

Signature

Name

Title

Company Name

Company D-U-N-S Number

COST SUMMARY

Tasks and Deliverables						Cost
Cluster of two XML Gateway Appliances for Production environment						\$
Cluster of two XML Gateway Appliances for Performance Test environment						\$
Cluster of two XML Gateway Appliances for Disaster Recovery Site						\$
One stand-alone XML Gateway Appliance as the Development Gateway						\$
Management console (if provided as a separate piece of equipment)						\$
Fixed Price for a Total of 7 XML Gateway Appliances (including all software applications and add-in features necessary to meet the RFP's requirements) plus Management console, if separate. [SUM OF THE FIRST FIVE LINE ITEMS]						\$
Installation support: \$ _____ hourly rate multiplied by 160 hours						\$
Training and Knowledge Transfer: \$ _____ hourly rate multiplied by 40 hours						\$
Annual Maintenance and Support for years two through six (year one includes one year of warranty maintenance).						
1 st Year includes warranty maintenance	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	\$
Total Not to Exceed Fixed Price						\$

Performance Bond Cost
\$

Supplement 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 supplemental, 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 RFP cover page does not include pages contained in these supplements.

SUPPLEMENT ONE

W-9 FORM

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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 on page 2.

Social security number								
OR								
Employer identification number								

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

Part II 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 (IRS) 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, and
- I am a U.S. person (including a U.S. resident alien).

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 you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, 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. (See the Instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form 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 under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may 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.

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

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

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.

**SUPPLEMENT TWO
XML GATEWAY PROOF OF CONCEPT TEST OUTLINE***

1	The Offeror will begin with one pair of unconfigured appliances identical to the devices listed in the Proposal.
2	The Offeror (with assistance from agency personnel) will install the appliances into a rack(s) provided by BWC. BWC will also provide suitable network (data) and power connections.
3	The Offeror will be responsible to ensure that the software application(s) described in the Offeror's Proposal have been installed in the two test appliances.
4	The Offeror will ensure all current hardware updates and software patches have been applied prior to the test's initiation.
5	The Offeror will review the installation(s) to ensure the hardware and software listed in the Proposal has been deployed for the test. All proposed software must be installed. Applications not proposed may not be present in either test appliance. A signed Validation will be required prior to initiating the testing sequence.
6	The Offeror will utilize the appliance' management interface to: <ul style="list-style-type: none"> • Install 3 .NET services and 2 WM services from BWC provided WSDLs. • Configure security to include: <ul style="list-style-type: none"> ○ User ID/Password based authentication; ○ Group Policy set-up; ○ Access control and enforcement policy configuration; and ○ CERT installation and TLS authentication configuration. • Set threshold(s). (Thresholds will be configured to generate SNMP/email/Syslog messages.)
7	<ul style="list-style-type: none"> • The Offeror will conduct performance testing using BWC supplied scenarios and scripts. • One script will be provided for each business/feature set being tested. The agency expects that multiple tests will be run simultaneously. • Specific scenarios and scripts will be provided after BWC's evaluation of the Offeror's Proposal.
8	Information regarding specific test scenarios to be performed by the Offeror in addition to the previously mentioned load tests. The Offeror will be required to: <ul style="list-style-type: none"> • Violate configured threshold(s) • Validate calls against WDSL • Initiate a denial of request and the routing of the "denied" message • Generate negative tests (All tests to be run with encrypted traffic.) for the following: <ul style="list-style-type: none"> ○ SQL injection; ○ Buffer overflow; ○ Bad data; ○ Bad format; and ○ Bad endpoint.

SUPPLEMENT TWO

XML GATEWAY PROOF OF CONCEPT TEST OUTLINE*

9	The Offeror will be required to migrate services from one appliance to the other to demonstrate the ability of the devices to transfer work if the primary device fails; and to demonstrate the ability of the paired appliances to affect a backup/recovery.
10	The Offeror will demonstrate the ability to view logs for the following: <ul style="list-style-type: none">• Traffic after performance runs and negative tests.• Audit information after configuration change(s).• Examples of successful and failed calls.• The Offeror will show that the log(s) contains the following data:<ul style="list-style-type: none">○ Endpoints○ Date○ Time○ Call duration○ Authentication○ Authorization, and○ Attempted action
11	Backup and restore of configuration/policies. <ul style="list-style-type: none">• The Offeror will be required to back up the tested configuration from the designated source appliance, then load said tested configuration to the appliance designated as the back-up.• The Offeror will demonstrate that the configured back-up can be quickly interchanged with the production appliance.

*Other items discovered at the time of testing may be added to this list.

SUPPLEMENT THREE

XML GATEWAY PERFORMANCE TESTING APPROACH

- Create Test Scenarios – These will be used for all the testing proposed below.
- Smoke Test – Initial run of typical traffic to ensure the XML Gateway will operate within tolerance under a normal anticipated load.
 - Execute Baseline Test
 - Record Results
 - Execute Smoke Test Scenarios
 - Record Results
 - Conclude Smoke Testing
 - Create Reports
 - Compare Baseline to other tests
- Load Test - To verify XML Gateway behavior under normal and peak load conditions.
 - Execute Baseline Test
 - Record Results
 - Execute Load Test Scenarios
 - Record Results
 - Conclude Load Testing
 - Create Reports
 - Compare to baseline
- Endurance Test – A test to determine or validate the performance characteristics of the XML Gateway when it is subjected to workload models and load volumes anticipated during production operations over an extended period of time.
 - Execute Endurance test with scripts from the load test scenario.
 - Record Results
 - Conclude Endurance Testing
 - Create Reports
- Stress Test - To determine or validate the XML Gateway's behavior when it is pushed beyond normal or peak load conditions.
 - Execute Baseline Test
 - Record Results
 - Execute Stress Test Scenarios
 - Record Results
 - Conclude Stress Testing
 - Create Reports
 - Compare to baseline

Supplement Trailer