

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1040
DATE ISSUED: February 29, 2008

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Ohio Department of Job and Family Services is requesting proposals for:

National Resume Data

INQUIRY PERIOD BEGINS: February 29, 2008
INQUIRY PERIOD ENDS: March 21, 2008
OPENING DATE: March 27, 2008
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

This RFP consists of five parts and 10 attachments, totaling 51 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 Ohio Department of Job and Family Services (ODJFS) has asked the Office of Information Technology to solicit competitive sealed proposals (“Proposals”) for a contractor of a national resume data bank to allow access for Ohio employers and job seekers to post and search resumes (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 Office of Information Technology, 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, 2009, whichever is sooner. The State may renew this Contract for up to four 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 ODJFS.

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. In recent history, workforce development has become enamored with technology as the solution for the brokering of human capital. The characteristics of recent computer technology - efficiency, volume, universality, self-access – became the fundamental characteristics of labor exchange. If we build upon these characteristics, so the thinking went, we could build the system that not only would attract the entire labor market (the totality of business and labor), but the market would self-actualize to the optimal relationships. It was no more than building a big enough portal that would allow labor exchange to find its own equilibrium.

Unfortunately, job banks assume that each player comes to this portal relationship with full knowledge and resources to maximize the results. The fact that they do not is the substantive issue that has been neglected.

It is not so much that you bring a job order or a resume to the table, but rather an understanding of the talent and skills to build your business or career and the resources available to assist you in your efforts. It is not the matrix of job orders and job seekers that is important, but rather the matrix of critical talents or skills and career paths or credentialing that grow our economy. The emphasis and substance needs to be on articulating the talent needs and the resources available for their development. Rather than being a portal, workforce development needs to be a talent bridge.

This fundamental shift in focus recasts the role of technology. Here technology serves as a crucible for a skill and talent knowledge base and aids in the alignment of community and regional services in the promotion of talent development. In short, economic development, educational service and workforce development provide substantive services in the growth of business and worker talent.

To achieve this talent bridge in Ohio, Governor Strickland’s administration will embark on Phase 1 of their enhancements to the technology for employers, job seekers and community stakeholders whose

programs assist in bringing the skill and talent to the needs of Ohio's economy. This will help the immediate need and focus of dealing with the dislocations occurring throughout Ohio.

Phase 1, known as OhioMeansJobs, has three separate but distinct features to enhance the "self-service" functionality for employers and seekers while setting the foundation to build upon. These features are:

- Re-branding and user functionality enhancements of the existing "self-service system." This will allow for a greater ease of use, ability for branding of multiple target groups and truly one place for employers to go to find the talent they need and seekers to go for job opportunities. The re-branding and enhancements are currently being developed.
- A technology that centrally captures electronic job openings for a complete and current assessment of the job opportunities and labor market. This technology feature will allow for a wider understanding of salaries and trending of the labor market as it relates to electronic job openings. The selected product is currently being implemented.
- An existing national technology that centrally captures and allows searches of electronic resumes. This technology will allow all seekers the ability to have uploading and national exposure of their resume while allowing employers the ability to search a contractor's website of hosted resumes at no charge. The State is looking for a contractor to host and maintain a resume application, offer sector advertisement and purchase licenses for searching national resumes within a contractor's national brand website. Additionally, the State is looking for the solution to allow resume searches to prioritize Veteran resumes, with all relevance factors being equal.

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

Provide the State with a contractor's national brand website to host resumes, allow employer resume searches, sector advertisement and grant licenses in conjunction with the OhioMeansJobs website.

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 Scope of Work section in Attachment Two provides a detailed description of Core and Non-Core options the State will be evaluating in this RFP. Optimally, the State would like to contract for all options if the proposed solutions are not cost prohibitive. High level descriptions of the options are listed below.

Employer Resume Search: Enable employers who are registered with OhioMeansJobs to have the ability to search for specific resumes at no charge to the employer on a contractor's national brand website. Once an employer has registered and has been authenticated with OhioMeansJobs, the Employer will be passed electronically to the Contractor's site and be granted use of **all** of the Contractor's national brand website search capabilities for contract specified resumes. An Ohio banner, provided by the State, must be displayed during all activities associated with the search/displaying of resumes.

This RFP contains several options for specific sets of resumes the State may contract for. Access to the resumes must come from the Contractor's national brand website or a duplicate site created for the State of Ohio that has all the features of the Contractor's national brand website.

Following is a list of the resume options the State is requesting in the RFP:

- Ohio-based = all Ohio residency based resumes.

- Ohio 50+ = all residency based resumes that are approximately within a 50 mile range of the Ohio border based on the zip codes provided in Attachment Eight. A diagram of the zip codes is also provided in Attachment Nine.
- Relocate Ohio = all seekers who list Ohio or a region that includes Ohio as a possible relocation or willing to work in Ohio (this would not include those already obtained via the 50+ option).
- All Healthcare industry specific based resumes
- All Advanced Energy industry specific based resumes
- All Advanced Manufacturing industry specific based resumes
- All Information Technology industry specific based resumes

Resume Application Hosting: Allow seekers who will be electronically passed from OhioMeansJobs to fully register, post a resume directly to the Contractor's national brand website and be granted **all** of the Contractor's national brand website resume capabilities. An Ohio banner, provided by the State, must be displayed during all activities associated with the posting/creating of resumes.

Sector advertisement: Enable employers and seekers to be driven to OhioMeansJobs via the Contractor's national brand website.

Licenses: Licenses for access to the Contractor's national resume data bank for specific stakeholders in Ohio's workforce system (i.e., One-Stop located in a specific workforce area).

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:	February 29, 2008
Inquiry Period Begins:	February 29, 2008
Inquiry Period Ends:	March 21, 2008, at 8:00 a.m.
Proposal Due Date:	March 27, 2008, at 11:00 a.m.

Estimated Dates

Award Date:	April 25, 2008
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Estimated Project Dates

Project Work Begins:	May 1, 2008
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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 10 attachments. The parts and attachments are listed below. There also may be 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 Offeror Certification Form
- Attachment Seven Industry Sector Occupation Listing
- Attachment Eight Ohio 50+ Zip Code Listing
- Attachment Nine Ohio 50+ Zip Code Diagram
- Attachment Ten Cost Summary

Supplements:

- Supplement One W-9 Form

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:

Roni Rowe
 Acquisition Analyst
 Office of Information Technology
 Acquisition Management Office
 30 East Broad Street, 39th Floor
 Columbus, Ohio 43215

During the performance of the Project, a State representative (the "Project Representative") will represent the Ohio Department of Job and Family Services 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 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.

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 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 five 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 "National Resume Data RFP – Technical Proposal" or "National Resume Data 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 11:00 a.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:

Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, 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 that 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 that was 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 that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Office of Information Technology 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 that 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 that 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 that it is in the State's interest and will not cause any material unfairness to other offerors.

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. Determination of responsibility; and
6. 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 criteria identified in Attachment One. Other attachments to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion 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 that it evaluates. 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.

Scoring. Attachment One provides criteria 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 the scored criteria described in a table in Attachment One.

This RFP asks for responses and submissions from offerors, most of which represent components of the criteria in Attachment One. While each criterion represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned to each scored criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of providing information regarding that criterion or receiving an acceptable score for each criterion.

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 that 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 that 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. And 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 evaluation criteria 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 that the State disqualifies because of excessive cost or other irregularities.

If the State finds that 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;
- Showcase its approach to the Project; 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. Additionally, 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.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors to ensure their responsibility. The State will not award the Contract to an offeror that it determines is not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror, its 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 that 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 that 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 that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that 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 that 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. The State may select all options from one contractor, multiple options from one contractor, as well as make multiple awards for options to different contractors. If the State decides to award one or more line items separately, the determination of top ranking will be applied with respect to the line item(s) being awarded.

If the State decides to negotiate simultaneously with more than one offeror, or decides that 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, for a particular line item or for the Contract as a whole, depending on whether the State selects all options from one Contractor, multiple options from one Contractor, or selects one option from a Contractor or multiple Contractors.

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 that 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 as a whole or for any line item option(s) that the State has determined it will award separately.

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 intends to make the award(s) based on the schedule in this RFP, if the State decides the procurement is in its best interests and has not changed the award date.

The State may award multiple Contracts under this RFP, if it believes awarding one or more line items in the Cost Summary is feasible, in its interests, and will not degrade the overall quality of service it receives. The determination to award one or more line items separately or to make a single award is in the State's sole discretion, and in making a determination to do a single award, the State is free to award all or some of the line items to the single selected offeror. Awards of line items will go to the offeror(s) with the overall best score for the particular line item. An award of a single Contract will go to the offeror with the overall best score, even if the State does not award all line items to the single offeror.

Under Ohio's anti-terrorism legislation, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that 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 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 implement the proposed solution within 60 calendar 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 Project 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. Additionally, the State 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 Office of Information Technology must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Core. Optimally the State would like to procure the options identified as “Core” for a comprehensive solution. To be considered for Core, the offeror must have the capability and propose all options identified as Core. If the Core is cost prohibitive, the State may select a subset of the core or individual options. Offerors not proposing costs for all Core options are reducing their opportunity for being selected and will receive a zero for areas of the Core scored criteria they do not propose. Based on the proposed cost(s) the State may select individual options and portions of the Core may be awarded on a line item basis. The State may select multiple options from one contractor, as well as make multiple awards for options to different contractors. The State reserves the right to award all, none or part of the Core options.

Non-Core. For this RFP the Non-Core options are the following sector based resumes: Advanced Manufacturing, Advanced Energy, Information Technology and Healthcare. The State recognized there are niche sites for these sectors that will be considered. If an offeror only responds to the Non-Core options they will be required to meet the Non-Core mandatory offeror requirements. Each Non-Core option will be awarded individually. The State may select multiple options from one contractor, as well as make multiple awards for options to different contractors. The State reserves the right to award all, none or part of the Non-Core options.

Core Mandatory Requirements. The first table lists this RFP’s mandatory requirements for Core. 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.

Core Mandatory Requirements	Reject	Accept
The offeror must have a minimum of three years experience in the resume hosting business.		
The offeror must have a national resume hosting website that allows employers to search resumes and seekers to post resumes.		
The offeror must spend a minimum of \$5 million on national advertisement (i.e., TV, radio, print, web, etc.)		
The offeror must have a minimum of 250,000 Ohio-based resumes available in their resume hosting website across multiple industries.		
The offeror must have a minimum of 100,000 resumes that are approximately within a 50 mile range of the Ohio border based on the zip codes provided in Attachment Eight.		

Core Scored Criteria. In the Core 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:

The Core Scored Criteria apply to offerors submitting a proposal for access to the: Resume Hosting Application, Ohio-based, Ohio 50+ and Relocate Ohio resumes.

Core Scored Criteria Proposed Solution	Weight	Does Not Meet or Lower Than Third Best	Third Best	Second Best	Best
Resume Application Hosting	50	0	4	7	10
Employer Resume Search Capabilities	50	0	4	7	10
Statistical Analysis and Reporting Capabilities	50	0	4	7	10
Fraud Detection/Security/Privacy	50	0	4	7	10
Disaster Recovery	10	0	4	7	10
Training Plan	30	0	4	7	10
Website Standards	10	0	4	7	10

Advertisement Plan	30	0	4	7	10
Marketing Approach	10	0	4	7	10
Unified Sign On/Authentication	50	0	4	7	10
Site Availability and Support Capabilities	30	0	4	7	10
Number of Ohio-based Resumes	50	0	4	7	10
Number of Ohio 50+ Resumes	50	0	4	7	10
Number of Relocate Ohio Resumes	30	0	4	7	10

Non-Core Mandatory Requirements. The Non-Core Scored Criteria apply to the following sector criteria: Information Technology, Healthcare, Advanced Manufacturing and Advanced Energy. Non-Core Proposals will be evaluated separately from the Core Proposals.

Non-Core Mandatory Requirements	Reject	Accept
The offeror must have a minimum of three years experience in the resume hosting business.		
The offeror must have a national resume hosting website that allows employers to search resumes and seekers to post resumes.		
The offeror must spend a minimum of \$100,000 on national advertisement (i.e., TV, radio, print, web, etc.)		

Non-Core Scored Criteria. In the Non-Core 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:

Non-Core Scored Criteria Proposed Solution	Weight	Does Not Meet or Lower Than Third Best	Third Best	Second Best	Best
Employer Resume Search Capabilities	50	0	4	7	10
Statistical Analysis and Reporting Capabilities	50	0	4	7	10
Fraud Detection/Security/Privacy	50	0	4	7	10
Disaster Recovery	10	0	4	7	10
Training Plan	10	0	4	7	10
Website Standards	10	0	4	7	10
Advertisement Plan	30	0	4	7	10
Marketing Approach	30	0	4	7	10
Unified Sign On/Authentication	50	0	4	7	10
Site Availability and Support Capabilities	30	0	4	7	10
Number of Resumes	50	0	4	7	10

Points will be awarded by the criteria listed in the above tables with the best proposal in each category being awarded 10 points, the second best seven points and the third best four points. Any offeror rated below third best receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

However, in the event of ties or significant differences in the quality and content of the proposals, the evaluation committee reserves the right to rate the proposals accordingly.

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

Criteria	Percentage
Technical Proposal	40%

Cost Summary	60%
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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 400 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 400$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 600 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 600$$

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

For Core (Bundled Core and Sector Full Access Licenses) the following Cost Summary Point split will apply:

Bundled Core Subtotal (for 300 views per day) – Cost Summary A:

$$\text{Bundled Core Subtotal Cost Points} = (\text{Lowest Cost} / \text{Offeror's Cost}) \times 450$$

Sector Full Access Licenses Subtotal– Cost Summary A:

$$\text{Sector Full Access Licenses Subtotal Cost Points} = (\text{Lowest Cost} / \text{Offeror's Cost}) \times 150$$

The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points (Core + Licenses)}$$

If the State only selects the Sector Full Access License option, the evaluation will be based on the proposed cost and no other criteria. If the State selects an individual option(s) or multiple options within the Core from one offeror or multiple offerors, the State will use the evaluation as described in the Price Performance Formula. Each Non-Core option will be awarded individually and the State will use the evaluation as described in the Price Performance Formula.

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

This attachment describes the needs of the State and what the Contractor must accomplish 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 State will provide oversight for the Project, but the Contractor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a Project Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a Project Manager for the Project. The Contractor must designate a single point of contact throughout the term of the Contract, including all renewals of it.

Portions of this RFP may be awarded on a line item basis. The State may select multiple options from one contractor, as well as make multiple awards for options to different contractors. The State reserves the right to award all or part of the Contract.

Core. Optimally the State would like to procure the options identified as "Core" for a comprehensive solution. To be considered for Core, the offeror must have the capability and propose all options identified as Core. If the Core is cost prohibitive, the State may select a subset of the core or individual options. Offerors not proposing costs for all Core options are reducing their opportunity for being selected and will receive a zero for areas of the Core scored criteria they do not propose. Based on the proposed cost(s) the State may select individual options and portions of the Core may be awarded on a line item basis. The State may select multiple options from one contractor, as well as make multiple awards for options to different contractors. The State reserves the right to award all, none or part of the Core options.

Non-Core. For this RFP the Non-Core options are the following sector based resumes: Advanced Manufacturing, Advanced Energy, Information Technology and Healthcare. The State recognized there are niche sites for these sectors that will be considered. If an offeror only responds to the Non-Core options they will be required to meet the Non-Core mandatory offeror requirements. Each Non-Core option will be awarded individually. Based on the proposed cost(s) the State may select individual options and portions of the Non-Core may be awarded on a line item basis. The State may select multiple options from one contractor, as well as make multiple awards for options to different contractors. The State reserves the right to award all, none or part of the Non-Core options.

Employer Resume Search: Enable employers who are registered with OhioMeansJobs to have the ability to search for specific resumes at no charge to the employer on a contractor's national brand website. Once an employer has registered and authenticated with OhioMeansJobs, the Employer will be passed electronically to the Contractor's site and be granted use of **all** of the Contractor's national brand website search capabilities for contract specified resumes. An Ohio banner, provided by the State, must be displayed during all activities associated with the search/displaying of resumes. For this RFP, banner will be defined as a State provided header and footer for each displayed page. At a minimum, the search will allow for keyword, location, date/freshness of resume, industry/skill and allow for saving of the search results. The current procedures to ensure abuse/fraud must be in place per the Contractor's policy.

This RFP contains several options for specific sets of resumes the State may contract for. Access to the resumes must come from the Contractor's national brand website or a duplicate site created for the State of Ohio that has all the features of the Contractor's national brand website.

Following is a list of the resume options the State is requesting in the RFP:

- Ohio-based = all Ohio residency based resumes (seekers that list Ohio as their residency when a resume is entered).
- Ohio 50+ = all residency based resumes that are approximately within a 50 mile range of the Ohio border based on the zip codes provided in Attachment Eight
- Relocate Ohio = All seekers who listed Ohio or a region that includes Ohio as a possible relocation or willing to work in Ohio (this would not include those already obtained via the 50 mile border)
- All Healthcare industry specific based resumes
- All Advanced Energy industry specific based resumes
- All Advanced Manufacturing industry specific based resumes
- All Information Technology industry specific based resumes

Resume Application Hosting: Allow seekers who will be electronically passed from OhioMeansJobs to fully register, post a resume directly to the Contractor's national brand website and be granted **all** of the Contractor's national brand website resume capabilities. An Ohio banner, provided by the State, must be displayed during all activities associated with the posting/creating of resumes. At a minimum the application must allow the ability to post, add, delete, and create resumes via a resume builder on the Contractor's national brand website. Additionally, the Contractor must electronically send all data captured during the contractor's registration/posting of resumes passed from OhioMeansJobs on a daily basis to ODJFS.

Sector advertisement: Enable employers and seekers to be driven to OhioMeansJobs via the Contractor's national brand website. This may be done via email, banner advertisement or other opportunities presented directly on the Contractor's national brand website that will drive the seeker to job opportunities in Ohio and Ohio employers to seekers in Ohio.

Licenses: Licenses for access to the Contractor's national resume data bank for specific stakeholders in Ohio's workforce system (i.e., One-Stops located in a specific workforce area). Each of the licenses will be given to a specific location to be used by workforce professionals within that particular location. For example: One license could be given to a local workforce area of four counties containing a One-Stop within each county. The State will designate a contact for the workforce area. However, that workforce area with its many partner agencies can share that license within the staff for the One-Stop(s) for the work and operational support of programs associated with the workforce area. The license will be used by one person at a time and the contractor limitations per license views per day applies. The State expects the Contractor to grant the maximum views allowed per day as licensed under the Contractor's national brand website.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements for the Project and complete the Project satisfactorily.

If a Contract is awarded for the Core or a subset of the Core, the State expects to have access to the resumes within two months after receipt of a purchase order. If a Contract is awarded for the Non-Core or a subset of the Non-Core, the State expects to have access to the resumes within a mutually agreed upon time frame within 12 months of award.

The Contractor will not require additional authentication or offer additional services (with or without a fee) without prior written approval from the State for seekers or employers.

Employer Resume Search

1. Ability to search all proposed resumes utilizing all of the Contractor's national brand website search capabilities.
2. Access must only be granted to employers that have been authenticated through OhioMeansJobs via the Ohio Business Gateway (OBG) or other identified State sites.

3. The Contractor must accept the State's unified sign on to access the resume data with no additional authentication, registration or sign on.
4. The Contractor will not require additional authentication or offer additional services (with or without a fee) without prior written approval from the State for employers.
5. The Contractor must allow access to the Contractor's national brand website to a maximum of 500 State workforce professionals. The access must grant the full number of views provided in the Contract to each State workforce professional. It is anticipated the State will authenticate the workforce professionals based on the same process identified for employers, as mutually agreed upon by the State and the Contractor.
6. Performance Reporting - The Contractor must keep statistics on the number and types of searches performed by employers based on defined criteria as mutually agreed upon between the State and the Contractor.
7. Ability to save resumes in multiple folders for each employer authenticated through OhioMeansJobs.
8. The Ohio banner, provided by the State, must be displayed on all search, entry and result pages.
9. No advertisement other than a "powered by" reference will be permitted.
10. The number of unique resume's indicated in this proposal must be based on the time period starting on January 1, 2005 through the proposal due date.
11. Identify and provide the URL that will be used to substantiate the features being proposed by the offeror.
12. All resumes that the State has access to have been legally obtained and the privacy statement permits the State of Ohio engagement.
13. The Contractor must provide its standard fraud detection and security protocols for seekers during all resume searches and the resulting information delivered to employers for the life of this Contract.
14. Upon detection of suspected fraudulent activity of an employer passed from the State, the Contractor must immediately inactivate that particular employer account and contact the State's designated representative.
15. Priority for Veterans – The Contractor must have the ability to prioritize veterans based on the relevancy of the employer search criteria (i.e., 2 identical resumes based on skills, education, etc. for specific search criteria would display the veteran before a non-veteran.) The Contractor must provide the ability to list relevancy of the employer search criteria with the following:
 - high match/veteran, high match/non-veteran
 - medium match/veteran, medium match/non-veteran
 - low match/veteran, low match/non-veteran
16. Standards: The website must conform to the following standards:
 - World Wide Web Consortium (W3C) Standards: (www.w3c.org)
 - Section 508 (ADA standards): (<http://www.access-board.gov/508.htm>)
 - State of Ohio IT Policy on accessibility: (http://www.oit.ohio.gov/IGD/policy/pdfs_policy/ITP-F.3.pdf)
 - State of Ohio IT Policy ITP-B6 on Internet security (<http://www.oit.ohio.gov/IGD/policy/OhioITPolicies.aspx#Policies>)
17. Rendering: The website design rendering must be browser neutral. The website must be thoroughly tested for compatibility with major browsers (Windows: IE, Firefox, Opera, Netscape; Mac: Safari, Firefox, Opera; Linux: Firefox, Opera, Netscape).
18. SLA - Performance Metrics:
 - Service availability proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - Support/Help Desk availability for ODJFS (8 am-4 pm eastern time, excluding State holidays) The support will not be available to employers, the State will handle level one support with the Contractor providing level 2 support to ODJFS. For seekers, the Contractor must provide the same level of support in the same manner they provide on their national brand website.
 - Response Time proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - Disaster Recovery proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - HW/SW Capacity -maintaining current service levels i.e. response time as they exist today as the system grows over time.

Resume Application Hosting

1. All features of the Contractor's national brand website for resume submission must be available to the seeker including but not limited to add, modify, maintain, and delete for resumes.
2. Ability to create a resume using a site guided process.
3. Ability to attach an existing resume.
4. The Contractor must provide its standard fraud detection and security protocols for seekers submitting a resume.
5. The Contractor must provide a unique user ID and password for each seeker submitting a resume. This user ID and password must be used for any modifications or to delete the seekers resume.
6. The Contractor must accept resumes generated from the State site, allow these resumes to be actively included in the employer search, and allow maintenance (updates/removal).
7. The Ohio banner, provided by the State, must be displayed on all pages viewable to seekers.
8. No advertisement other than a "powered by" reference will be permitted.
9. The Contractor will not require authentication other than what's required on the Contractor's national brand website.
10. The Contractor will not offer additional services (with or without a fee) for seekers entering the Contractor site via OhioMeansJobs without prior written approval from the State for employers.
11. Identify and provide the URL that will be used to substantiate the features being proposed by the offeror.
12. The privacy statement presented to the seeker must be the same as the statement that permits this engagement with the State of Ohio.
13. The Contractor must notify the State of any changes to the privacy statement prior to the changes in the statement being posted.
14. The Contractor must allow a seeker a way to indicate if they are a veteran on their registration. The indicator must be used to allow for the veteran priority in the relevancy resume match for employers.
15. Standards: The website must conform to the following standards:
 - 1) World Wide Web Consortium (W3C) Standards: (www.w3c.org)
 - 2) Section 508 (ADA standards): (<http://www.access-board.gov/508.htm>)
 - 3) State of Ohio IT Policy on accessibility: (http://www.oit.ohio.gov/IGD/policy/pdfs_policy/ITP-F.3.pdf)
 - 4) State of Ohio IT Policy ITP-B6 on Internet security (<http://www.oit.ohio.gov/IGD/policy/OhioITPolicies.aspx#Policies>)
16. Rendering: The website design rendering must be browser neutral. The website must be thoroughly tested for compatibility with major browsers (Windows: IE, Firefox, Opera, Netscape; Mac: Safari, Firefox, Opera; Linux: Firefox, Opera, Netscape).
17. SLA - Performance Metrics:
 - Service availability proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - Support/Help Desk availability for ODJFS (8 am-4 pm eastern time, excluding State holidays) The support will not be available to employers, the State will handle level one support with the Contractor providing level 2 support to ODJFS. For seekers, the Contractor must provide the same level of support in the same manner they provide on their national brand website.
 - Response Time proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - Disaster Recovery proposed must match the Contractor's national brand website metrics in their accepted proposal.
 - HW/SW Capacity -maintaining current service levels i.e. response time as they exist today as the system grows over time.
18. Seekers sent via OhioMeansJobs to register and post a resume in the Contractor's national brand website, Contractor must send a daily file of all registration data to ODJFS. File formats and time frame will be mutually agreed upon.
19. The Contractor must allow the seeker to print the resume that was created utilizing the Contractor's site guided process in a printer friendly acceptable format. This printed resume must be in a format acceptable for submitting to a prospective employer; simply printing the data fields is not acceptable.

20. The Contractor must provide a monthly report indicating the number of resumes that have been posted through OhioMeansJobs. The report must be provided within 5 business days of the end of the month in a downloadable or printable format mutually agreed upon by the Contractor and State.
21. The Contractor must electronically send all data captured during the Contractor's registration/posting of resumes passed from OhioMeansJobs on a daily basis to ODJFS pre a mutually agreed upon process, layout and timeframe. The Contractor must provide all the data fields for all seekers who have successfully completed a registration, and those completing a registration as well as successfully posting a resume.
22. To close the Project out, the Contractor must turn over to the State all registration data, active resumes, and passwords/user IDs to access the active resumes within 30 days of the end of the Contract. The data the Contractor must turn over to the State is only required for seekers that were sent through OhioMeansJobs to the Contractor. After the data has been received, OhioMeansJobs will require the seeker to change their password in OhioMeansJobs to access their resume.

Sector advertisement

1. The Contractor must propose an advertisement plan to direct traffic of seekers and employers to OhioMeansJobs through the Contractor's national brand website. This plan must be industry neutral to allow the State to designate any sector(s).

Licenses

1. The Contractor must propose enterprise/national annual licenses that include all the features provided on the Contractor's national brand website.

Maintain Project Plan. The Project Plan for Implementation must allow sufficient time for the State's staff to review all Project. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. (See Attachment Three for components of the Project Plan.)

Status Meetings and Reporting Requirements. The Contractor's management approach to the Project must adhere to the following status meeting and reporting requirements:

- Status Meetings - The Project Manager must participate in status meetings with the Project Representative and other people deemed necessary to discuss Project issues. The Project Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them. Conference calls will be acceptable for status meetings. In the event of extensive issues, the Contractor may be required to attend on site meetings during normal State hours.
- The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Weekly Status Reports - During the Project, the Contractor must submit a written weekly status report to the Project Representative. At a minimum, weekly status reports must contain the following:
 - A description of the overall completion status of the Project in terms of the approved Project Plan (schedule and cost);
 - Updated Project schedule;
 - The plans for activities scheduled for the next week;
 - The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems; and
 - Strategic changes to the Project Plan, if any.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. 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.

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

Deliverable	Payment
Annual License	Annual License Fee
Implementation	Full Payment After Acceptance
Core/Non-Core Resumes	Monthly Payment of 1/12 of Annual Fee After Acceptance
Resume Application Hosting	Monthly Payment of 1/12 of Annual Fee After Acceptance
Sector Advertisement	To Be Negotiated

The Contractor may submit an invoice according to the payments identified above.

Reimbursable Expenses. None.

Bill to Address.

ODJFS, Office of Fiscal Services
30 E. Broad St., 30th Floor
Columbus, Ohio 43215

Location of Data. None.

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.

An offeror may submit a Proposal for the Core or Non-Core option(s). Each Proposal for Core must include **all** Proposal Content items in the list below. For Non-Core Proposals, the offeror response must contain the Proposal Content items designated with 'N-C'.

- Vendor Information Form (OBM-3456) (N-C)
- Offeror Certifications (N-C)
- Offeror Description (N-C)
- Core Mandatory Requirements
- Non-Core Mandatory Requirements (N-C)
- Proposed Solution
 - a. Employer Resume Search Capabilities(N-C)
 - b. Resume Hosting Application
 - c. Statistical Analysis and Reporting Capabilities (resume and seeker) (N-C)
 - d. Fraud Detection/Security/Privacy (N-C)
 - e. Disaster Recovery (N-C)
 - f. Training Plan (N-C)
 - g. Website Standards (N-C)
 - h. Advertisement Plan (N-C)
 - i. Marketing Approach (N-C)
 - j. Licensing
 - k. Unified Sign On/Authentication (N-C)
 - l. Site Availability and Support Capabilities (N-C)
- Assumptions (N-C)
- Project Plan for Implementation (N-C)
- Support Requirements (N-C)
- Additional Seeker Resumes (optional)
- Payment Address (N-C)
- Legal Notice Address (N-C)
- W-9 Form (N-C)
- Declaration Regarding Terrorist Organizations (N-C)
- Cost Summary (must be separately sealed) (N-C)

Vendor Information Form. (Core and Non-Core)

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>.

Offeror Certifications. (Core and Non-Core)

The offeror must complete Attachment 6, Offeror Certification Form.

Offeror Description. (Core and Non-Core)

Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Core Mandatory Requirements. (Core)

The offeror must provide a section that contains information to demonstrate that it meets the Core Mandatory Requirements in Attachment One.

Non-Core Mandatory Requirements. (Non-Core)

The offeror must provide a section that contains information to demonstrate that it meets the Non-Core Mandatory Requirements in Attachment One.

Proposed Solution. The offeror must describe in detail how its proposed solution meets the requirements described in this RFP. 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 requirements of this RFP and how the offeror's proposed solution meets those requirements. The Proposed Solution section must contain the following components:

a. Employer Resume Search Capabilities. (Core and Non-Core)

The offeror must provide a detailed description indicating how they will meet the requirements under the Resume section in Attachment 2. Additionally, the Offeror must provide a detailed description of the search capabilities available in the Contractor's national brand website. The Offeror must provide all functionality available in the national brand website. If any requirements contained in Attachment 2 prohibit the availability of any feature or function on the national brand website, the Offeror must provide a detailed description of each feature and include an explanation of why it can't be provided. (Core and Non-Core)

b. Resume Hosting Application. (Core and Non-Core)

The offeror must provide a detailed description indicating how they will meet the requirements under the Resume Hosting Application section in Attachment 2. Additionally, the Offeror must provide a detailed description of the posting and maintenance capabilities of a resume on the Contractor's national brand website. The Offeror must provide all functionality available in the national brand website. If any requirements contained in Attachment 2 prohibit the availability of any feature or function on the national brand website, the Offeror must provide a detailed description of each feature and include an explanation of why it can't be included. Also, describe the offeror's process and procedure to provide a daily transmission of all data fields for all seekers during registration. The State also wants all the data fields for all seekers who have successfully completed a registration, and those completing a registration as well as successfully posting a resume. (Core)

c. Statistical Analysis and Reporting Capabilities (employer and seeker). (Core and Non-Core)

The offeror must describe their standard reports proposed for this Contract including the format and frequency. At a minimum, the Contractor must provide the following:

For Core, the following performance reporting applies to all employer and seeker activity passed from the OhioMeansJobs website to the Contractor website.

- The Contractor must keep statistics and provide reports on the number and types of searches performed by employers based on defined criteria as mutually agreed upon between the State and the Contractor.
- The Contractor must keep statistics on the quantity, type and industry classification of resumes posted on a monthly basis as mutually agreed upon between the State and the Contractor.

For Non-Core, the following performance reporting applies to all employer activity passed from the OhioMeansJobs website to the Contractor website.

- The Contractor must keep statistics and provide reports on the number and types of searches performed by employers based on defined criteria as mutually agreed upon between the State and the Contractor.
- The Contractor must keep statistics on the quantity, type and occupational classification of resumes posted on a monthly basis as mutually agreed upon between the State and the Contractor.

d. Fraud Detection/Security/Privacy. (Core and Non-Core)

The offeror must describe the following:

- Processes and procedures in place to ensure the seeker is made aware of the Contractor's privacy statement.
- Processes and procedures in place to ensure the resumes are properly obtained.
- Processes and procedures in place to detect fraudulent activities based on employers passed to the Contractor from the State.

The offeror must provide a statement indicating their Privacy statement covers this engagement. The offeror must provide a copy of their Privacy Statement in this section of its response.

e. Disaster Recovery. (Core and Non-Core)

The offeror must provide a description of their back up, redundancy, and disaster recovery plan.

f. Training Plan. (Core and Non-Core)

The offeror must describe their training plan to train up to 50 State staff on efficiencies and effectiveness in using the tools available through this Contract. The staff may be help desk staff, call center staff, and work force professionals who deal one-on-one with employers and seekers.

Additionally, the offeror must provide a train the trainer plan and the training material available for ongoing training to be conducted by the State. All training will be provided at a State facility using State equipment (look for language). The offeror must describe any support or needs to perform the training.

g. Website Standards. (Core and Non-Core)

The offeror must describe the following:

- ADA Compliance
- Browsers supported
- Internet Security Policy

h. Advertisement Plan. (Core and Non-Core)

The offeror must describe their advertisement plan to direct traffic of seekers and Ohio employers to OhioMeansJobs through the Contractor's national brand website. The plan must identify any State site requirements or additional assistance.

i. Marketing Approach. (Core and Non-Core)

The Offeror must describe their current approach to marketing their national brand website to promote its site for growth. The description needs to include media type (i.e. TV, radio, print, web, etc.), frequency, and approximate annual expenditure for the past three years. Any web advertising expenditures included in the annual cost provided must be for third party web sites other than the proposed national brand website or affiliate.

j. Licensing. (Core)

The offeror must describe the distribution licensing process including how the licenses will be registered and clearly identify any role the State will be required to perform. Additionally, the offeror must describe how additional licenses are added.

k. Unified Sign On/Authentication. (Core and Non-Core)

The offeror must provide a detailed description of their method of accepting the State's single sign on and granting access to the resume data. The offeror must also identify all data and information needed to establish each employer account. The offeror must indicate how the fraud, security and privacy is not compromised using single sign on approach. Additionally, the offeror must clearly identify any role the State will be required to perform.

I. Site Availability and Support Capabilities. (Core and Non-Core)

The offeror must provide a detailed description of their site availability (uptime, down time for maintenance, etc.) to strive for 24X7 site availability for the OhioMeansJobs initiative.

The offeror must provide a detailed description of their escalation procedures and points of contact for issue resolution and technical support.

Assumptions. (Core and Non-Core)

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, terms and conditions, or requirements.

Project Plan for Implementation. (Core and Non-Core)

The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to implement the proposed solution within 60 calendar days after receipt of a purchase order. To this end, the offeror must submit a Project Plan for Implementation that the offeror will use to create a consistent and coherent management plan for the Project. The Project Plan for Implementation must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Implementation;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Clearly identify State tasks and responsibilities by roles.

At a minimum, the offeror's Project Plan must include the following:

- Description of the Project management approach;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work breakdown structure as a baseline scope document that includes Project elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope definition, requirements gathering, design, development, testing, implementation, and training, as applicable;
- Detailed Project schedule for all Project Deliverables and milestones. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Indicate whether the Contractor or State resource is assigned responsibility for each Deliverable or task within the work breakdown structure to the level at which control will be exercised;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;

- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

Support Requirements. (Core and Non-Core)

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; 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 unable or unwilling to meet the requirements.

Additional Seeker Resumes. (Optional)

The offer may provide resumes for additional sectors or categories that are not specifically requested or included as part of this RFP. The offeror may provide a detailed description of the resumes offered in this section and how they may be available to employers. This is an optional section that is not required in the offeror's response.

Payment Address. (Core and Non-Core)

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

Legal Notice Address. (Core and Non-Core)

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

W-9 Form. (Core and Non-Core)

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. (Core and Non-Core)

The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations 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. (Core and Non-Core)

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.

All proposed pricing in the Cost Summary attachment must be for the entire term of the Contract and all renewals.

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

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, 2009. 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 solution to what the Project is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price, unless the RFP expressly provides otherwise.

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.

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.

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. And 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

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.

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.

Moreover, the State 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 funds for the Project. 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 activity 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 Project 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. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State 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 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 all the Project.

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 Office of Information Technology 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. 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.

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.

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.

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

Acceptance. There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure will be an informal review by the Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed

during the 30 day period, the Project Representative will issue the acceptance letter within 15 calendar days.

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.

Passage of Title. Title to any Deliverable that the State is intended to own 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.

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.

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.

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 Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

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

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

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 OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE**

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1040, entitled _____, is between the State of Ohio, through the Office of Information Technology, 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
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE – DO NOT FILL OUT

By: _____

By: R. Steve Edmonson

Title: _____

Title: Director/State Chief Information Officer

Date: _____

Date: _____

ATTACHMENT SIX

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 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.

3. 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.

4. 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.

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

ATTACHMENT SEVEN

INDUSTRY SECTOR OCCUPATION LISTING

HealthCare

- Registered Nurses
- Nursing Aides, Orderlies, and Attendants
- Licensed Practical & Licensed Vocat. Nurses
- Medical Secretaries
- Medical Assistants
- Dental Assistants
- Emergency Medical Technicians & Paramedics
- Radiologic Technologists and Technicians (Apprenticeship-Computer Tomography Tech, Diagnostic Imaging Specialty, Magnetic Resonance Imaging Tech, Mammography Technologist, Tumor Registrar)
- Medical Records & Health Info. Technicians (Apprenticeship-Medical Coder)
- Medical and Clinical Laboratory Technologists
- Dental Hygienists
- Respiratory Therapists
- Mental Health & Substance Abuse Social Work
- Social and Human Service Assistants
- Mental Health Counselors
- Medical and Health Services Managers

Advanced Manufacturing

- Team Assemblers
- First Line Supervisors and Managers of Production and Operating Workers
- Machinists
- Sales Representatives, Wholesale & Manufacturing, Technical and Scientific Products
- Welders, Cutters, Solderers, and Brazers
- Computer Support Specialists
- Mechanical Engineers
- Industrial Engineers
- Mixing & Blending Machine Setters, Operators, and Tenders
- Multiple Machine Tool Setters, Operators, & Tenders, Metal and Plastic
- Industrial Machinery Mechanics
- Graphic Designers
- Engineering Managers
- Industrial Production Managers
- Electrical & Electronic Engineering Technicians
- Cutting/Punching/Press Machine Setter/Operator/Tender, Metal/Plastic
- Molding/Coremaking/Casting Machine Setter/Operator/Tender, Metal/Plastic
- Tool and Die Makers
- Computer-Controlled Machine Tool Operators, Metal/Plastic
- Truck Drivers, Heavy and Tractor-Trailer
- First-Line Sup/Mgrs of Office & Admin. Support
- General and Operations Managers
- First Line Supervisors/Managers of Help/Labor/Material Movers

Advanced Energy

- First-Line Supervisors/Managers of Production and Operating Workers
- Electricians
- Plumbers, Pipefitters, and Steamfitters
- First-Line Supervisors/Managers of Construction Trades and Extraction Workers
- Welders, Cutters, Solderers, and Brazers
- Industrial Machinery Mechanics
- First-Line Supervisors/Managers of Helpers, Laborers, and Material Movers
- Civil Engineers
- Electrical and Electronic Engineering Technicians
- Electrical Engineers
- Compliance Officers, Except Agriculture, Health & Safety, and Transportation
- Industrial Engineers
- Chemists
- General and Operations Managers
- First Line Supervisors/Mangers of Mechanics/Installers/Repairers
- O&M wind farm site manager (operations and maintenance)
- Quality Assurance Engineer
- Wind Site Manager
- Electrical Technician
- Quality Control Inspector
- Proposal Manager
- Policy manager
- Environmental markets Specialist
- Utility Program Manager
- Deputy Facility Manager
- Tower Climber
- Electrical Superintendent
- Senior Operations Engineer
- Substation Engineer
- Structural Engineer
- Document Control Coordinator
- Geophysical Engineer
- Microelectronic/Compliance Programmer
- Field Technician
- Marine Ecosystems Program Officer
- Energy Efficiency Advisor
- Scientist
- Technical Engineer
- Portfolio Associate
- Renewable Operations Manager
- Energy & Sustainability Analyst
- Climate Change Consultant
- GHA Auditor
- Ecotourism Program Coordinator

Information Technology

- Computer Software Engineers in Applications
- Computer Systems Analysts
- Network and Computer Systems Administrators
- Computer Support Specialists
- Computer Software Engineers in Systems Software
- Network Systems & Data Communication Analysts
- Computer Programmers
- Computer and Information Systems Managers
- Data Entry Keyers
- Computer-Controlled Machine Tool Operators in Metal and Plastic
- Database Administrators
- Computer Operators
- General and Operations Managers
- Management Analysts

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

ZIP	PO_NAME	STATE
15001	ALIQUIPPA	PA
15003	AMBRIDGE	PA
15005	BADEN	PA
15007	BAKERSTOWN	PA
15009	BEAVER	PA
15010	BEAVER FALLS	PA
15012	BELLE VERNON	PA
15014	BRACKENRIDGE	PA
15015	BRADFORDWOODS	PA
15017	BRIDGEVILLE	PA
15018	BUENA VISTA	PA
15019	BULGER	PA
15021	BURGETTSTOWN	PA
15022	CHARLEROI	PA
15024	CHESWICK	PA
15025	CLAIRTON	PA
15026	CLINTON	PA
15027	CONWAY	PA
15030	CREIGHTON	PA
15031	CUDDY	PA
15033	DONORA	PA
15034	DRAVOSBURG	PA
15035	EAST MC KEESPORT	PA
15037	ELIZABETH	PA
15042	FREEDOM	PA
15043	GEORGETOWN	PA
15044	GIBSONIA	PA
15045	GLASSPORT	PA
15049	HARWICK	PA
15050	HOOKSTOWN	PA
15051	INDIANOLA	PA
15052	INDUSTRY	PA
15055	LAWRENCE	PA
15056	LEETSDALE	PA
15057	MC DONALD	PA
15059	MIDLAND	PA
15060	MIDWAY	PA
15061	MONACA	PA
15062	MONESSEN	PA
15063	MONONGAHELA	PA
15064	MORGAN	PA
15065	NATRONA HEIGHTS	PA
15066	NEW BRIGHTON	PA
15067	NEW EAGLE	PA
15068	NEW KENSINGTON	PA
15071	OAKDALE	PA
15074	ROCHESTER	PA
15076	RUSSELLTON	PA
15077	SHIPPINGPORT	PA
15078	SLOVAN	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

15083	SUTERSVILLE	PA
15084	TARENTUM	PA
15085	TRAFFORD	PA
15086	WARRENDALE	PA
15089	WEST NEWTON	PA
15090	WEXFORD	PA
15101	ALLISON PARK	PA
15102	BETHEL PARK	PA
15104	BRADDOCK	PA
15106	CARNEGIE	PA
15108	CORAOPOLIS	PA
15110	DUQUESNE	PA
15112	EAST PITTSBURGH	PA
15116	GLENSHAW	PA
15120	HOMESTEAD	PA
15122	WEST MIFFLIN	PA
15126	IMPERIAL	PA
15129	SOUTH PARK	PA
15131	MCKEESPORT	PA
15132	MCKEESPORT	PA
15133	MCKEESPORT	PA
15135	MCKEESPORT	PA
15136	MC KEES ROCKS	PA
15137	NORTH VERSAILLES	PA
15139	OAKMONT	PA
15140	PITCAIRN	PA
15142	PRESTO	PA
15143	SEWICKLEY	PA
15144	SPRINGDALE	PA
15145	TURTLE CREEK	PA
15146	MONROEVILLE	PA
15147	VERONA	PA
15148	WILMERDING	PA
15201	PITTSBURGH	PA
15202	PITTSBURGH	PA
15203	PITTSBURGH	PA
15204	PITTSBURGH	PA
15205	PITTSBURGH	PA
15206	PITTSBURGH	PA
15207	PITTSBURGH	PA
15208	PITTSBURGH	PA
15209	PITTSBURGH	PA
15210	PITTSBURGH	PA
15211	PITTSBURGH	PA
15212	PITTSBURGH	PA
15213	PITTSBURGH	PA
15214	PITTSBURGH	PA
15215	PITTSBURGH	PA
15216	PITTSBURGH	PA
15217	PITTSBURGH	PA
15218	PITTSBURGH	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

15219	PITTSBURGH	PA
15220	PITTSBURGH	PA
15221	PITTSBURGH	PA
15222	PITTSBURGH	PA
15223	PITTSBURGH	PA
15224	PITTSBURGH	PA
15225	PITTSBURGH	PA
15226	PITTSBURGH	PA
15227	PITTSBURGH	PA
15228	PITTSBURGH	PA
15229	PITTSBURGH	PA
15232	PITTSBURGH	PA
15233	PITTSBURGH	PA
15234	PITTSBURGH	PA
15235	PITTSBURGH	PA
15236	PITTSBURGH	PA
15237	PITTSBURGH	PA
15238	PITTSBURGH	PA
15239	PITTSBURGH	PA
15241	PITTSBURGH	PA
15243	PITTSBURGH	PA
15260	PITTSBURGH	PA
15261	PITTSBURGH	PA
15282	PITTSBURGH	PA
15301	WASHINGTON	PA
15310	ALEPPO	PA
15311	AMITY	PA
15312	AVELLA	PA
15313	BEALLSVILLE	PA
15314	BENTLEYVILLE	PA
15317	CANONSBURG	PA
15320	CARMICHAELS	PA
15321	CECIL	PA
15322	CLARKSVILLE	PA
15323	CLAYSVILLE	PA
15324	COKEBURG	PA
15327	DILLINER	PA
15329	PROSPERITY	PA
15330	EIGHTY FOUR	PA
15331	ELLSWORTH	PA
15332	FINLEYVILLE	PA
15333	FREDERICKTOWN	PA
15337	GRAYSVILLE	PA
15338	GREENSBORO	PA
15340	HICKORY	PA
15341	HOLBROOK	PA
15342	HOUSTON	PA
15344	JEFFERSON	PA
15345	MARIANNA	PA
15346	MATHER	PA
15349	MOUNT MORRIS	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

15352	NEW FREEPORT	PA
15353	NINEVEH	PA
15357	RICES LANDING	PA
15359	ROGERSVILLE	PA
15360	SCENERY HILL	PA
15362	SPRAGGS	PA
15363	STRABANE	PA
15364	SYCAMORE	PA
15367	VENETIA	PA
15370	WAYNESBURG	PA
15376	WEST ALEXANDER	PA
15377	WEST FINLEY	PA
15380	WIND RIDGE	PA
15410	ADAH	PA
15412	ALLENPORT	PA
15413	ALLISON	PA
15417	BROWNSVILLE	PA
15419	CALIFORNIA	PA
15423	COAL CENTER	PA
15427	DAISYTOWN	PA
15432	DUNLEVY	PA
15433	EAST MILLSBORO	PA
15434	ELCO	PA
15438	FAYETTE CITY	PA
15442	GRINDSTONE	PA
15444	HILLER	PA
15450	LA BELLE	PA
15458	MC CLELLANDTOWN	PA
15461	MASONTOWN	PA
15463	MERRITTSTOWN	PA
15468	NEW SALEM	PA
15473	PERRYOPOLIS	PA
15474	POINT MARION	PA
15475	REPUBLIC	PA
15477	ROSCOE	PA
15479	SMITHTON	PA
15480	SMOCK	PA
15482	STAR JUNCTION	PA
15483	STOCKDALE	PA
15615	ARDARA	PA
15625	DARRAGH	PA
15636	HARRISON CITY	PA
15637	HERMINIE	PA
15641	HYDE PARK	PA
15642	IRWIN	PA
15647	LARIMER	PA
15656	LEECHBURG	PA
15663	MADISON	PA
15665	MANOR	PA
15668	MURRYSVILLE	PA
15678	RILLTON	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

15692	WESTMORELAND CITY	PA
15698	YUKON	PA
16001	BUTLER	PA
16002	BUTLER	PA
16020	BOYERS	PA
16022	BRUIN	PA
16023	CABOT	PA
16025	CHICORA	PA
16028	EAST BRADY	PA
16030	EAU CLAIRE	PA
16033	EVANS CITY	PA
16034	FENELTON	PA
16036	FOXBURG	PA
16037	HARMONY	PA
16038	HARRISVILLE	PA
16040	HILLIARDS	PA
16041	KARNS CITY	PA
16045	LYNDORA	PA
16046	MARS	PA
16049	PARKER	PA
16050	PETROLIA	PA
16051	PORTERSVILLE	PA
16052	PROSPECT	PA
16053	RENFREW	PA
16055	SARVER	PA
16056	SAXONBURG	PA
16057	SLIPPERY ROCK	PA
16059	VALENCIA	PA
16061	WEST SUNBURY	PA
16063	ZELIENOPLE	PA
16066	CRANBERRY TWP	PA
16101	NEW CASTLE	PA
16102	NEW CASTLE	PA
16105	NEW CASTLE	PA
16110	ADAMSVILLE	PA
16111	ATLANTIC	PA
16112	BESSEMER	PA
16114	CLARKS MILLS	PA
16115	DARLINGTON	PA
16116	EDINBURG	PA
16117	ELLWOOD CITY	PA
16120	ENON VALLEY	PA
16121	FARRELL	PA
16123	FOMBELL	PA
16124	FREDONIA	PA
16125	GREENVILLE	PA
16127	GROVE CITY	PA
16130	HADLEY	PA
16131	HARTSTOWN	PA
16133	JACKSON CENTER	PA
16134	JAMESTOWN	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

16137	MERCER	PA
16141	NEW GALILEE	PA
16142	NEW WILMINGTON	PA
16143	PULASKI	PA
16145	SANDY LAKE	PA
16146	SHARON	PA
16148	HERMITAGE	PA
16150	SHARPSVILLE	PA
16153	STONEBORO	PA
16154	TRANSFER	PA
16156	VOLANT	PA
16157	WAMPUM	PA
16159	WEST MIDDLESEX	PA
16172	NEW WILMINGTON	PA
16212	CADOGAN	PA
16218	COWANSVILLE	PA
16229	FREEPORT	PA
16262	WORTHINGTON	PA
16301	OIL CITY	PA
16311	CARLTON	PA
16314	COCHRANTON	PA
16316	CONNEAUT LAKE	PA
16317	COOPERSTOWN	PA
16319	CRANBERRY	PA
16323	FRANKLIN	PA
16327	GUYS MILLS	PA
16331	KOSSUTH	PA
16335	MEADVILLE	PA
16342	POLK	PA
16346	SENECA	PA
16354	TITUSVILLE	PA
16360	TOWNVILLE	PA
16362	UTICA	PA
16372	CLINTONVILLE	PA
16373	EMLENTON	PA
16374	KENNERDELL	PA
16401	ALBION	PA
16403	CAMBRIDGE SPRINGS	PA
16404	CENTERVILLE	PA
16405	COLUMBUS	PA
16406	CONNEAUTVILLE	PA
16407	CORRY	PA
16410	CRANESVILLE	PA
16411	EAST SPRINGFIELD	PA
16412	EDINBORO	PA
16415	FAIRVIEW	PA
16417	GIRARD	PA
16421	HARBORCREEK	PA
16423	LAKE CITY	PA
16424	LINESVILLE	PA
16426	MC KEAN	PA

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

16428	NORTH EAST	PA
16433	SAEGERTOWN	PA
16434	SPARTANSBURG	PA
16435	SPRINGBORO	PA
16436	SPRING CREEK	PA
16438	UNION CITY	PA
16440	VENANGO	PA
16441	WATERFORD	PA
16442	WATTSBURG	PA
16443	WEST SPRINGFIELD	PA
16444	EDINBORO	PA
16501	ERIE	PA
16502	ERIE	PA
16503	ERIE	PA
16504	ERIE	PA
16505	ERIE	PA
16506	ERIE	PA
16507	ERIE	PA
16508	ERIE	PA
16509	ERIE	PA
16510	ERIE	PA
16511	ERIE	PA
16565	ERIE	PA
25003	ALUM CREEK	WV
25005	AMMA	WV
25009	ASHFORD	WV
25015	BELLE	WV
25024	BLOOMINGROSE	WV
25025	BLOUNT	WV
25028	BOB WHITE	WV
25030	BOMONT	WV
25033	BUFFALO	WV
25035	CABIN CREEK	WV
25045	CLENDENIN	WV
25046	CLIO	WV
25047	CLOTHIER	WV
25049	COMFORT	WV
25051	COSTA	WV
25053	DANVILLE	WV
25063	DUCK	WV
25064	DUNBAR	WV
25071	ELKVIEW	WV
25079	FALLING ROCK	WV
25081	FOSTER	WV
25082	FRAZIERS BOTTOM	WV
25088	GLEN	WV
25093	GORDON	WV
25106	HENDERSON	WV
25107	HERNSHAW	WV
25108	HEWETT	WV
25113	IVYDALE	WV

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

25114	JEFFREY	WV
25121	LAKE	WV
25123	LEON	WV
25124	LIBERTY	WV
25130	MADISON	WV
25133	MAYSEL	WV
25141	NEBO	WV
25142	NELLIS	WV
25143	NITRO	WV
25150	OVAPA	WV
25154	PEYTONA	WV
25159	POCA	WV
25164	PROCIUS	WV
25165	RACINE	WV
25168	RED HOUSE	WV
25169	RIDGEVIEW	WV
25177	SAINT ALBANS	WV
25181	SETH	WV
25187	SOUTHSIDE	WV
25202	TORNADO	WV
25213	WINFIELD	WV
25214	WINIFREDE	WV
25231	ADVENT	WV
25234	ARNOLDSBURG	WV
25235	CHLOE	WV
25239	COTTAGEVILLE	WV
25241	EVANS	WV
25243	GANDEEVILLE	WV
25244	GAY	WV
25245	GIVEN	WV
25248	KENNA	WV
25251	LEFT HAND	WV
25252	LE ROY	WV
25253	LETART	WV
25259	LOONEYVILLE	WV
25260	MASON	WV
25261	MILLSTONE	WV
25262	MILLWOOD	WV
25264	MOUNT ALTO	WV
25266	NEWTON	WV
25267	NORMANTOWN	WV
25268	ORMA	WV
25270	REEDY	WV
25271	RIPLEY	WV
25275	SANDYVILLE	WV
25276	SPENCER	WV
25279	STATTS MILLS	WV
25281	TARIFF	WV
25285	WALLBACK	WV
25286	WALTON	WV
25287	WEST COLUMBIA	WV

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

25301	CHARLESTON	WV
25302	CHARLESTON	WV
25303	CHARLESTON	WV
25304	CHARLESTON	WV
25306	CHARLESTON	WV
25309	CHARLESTON	WV
25311	CHARLESTON	WV
25312	CHARLESTON	WV
25313	CHARLESTON	WV
25314	CHARLESTON	WV
25315	CHARLESTON	WV
25320	CHARLESTON	WV
25501	ALKOL	WV
25502	APPLE GROVE	WV
25503	ASHTON	WV
25504	BARBOURSVILLE	WV
25505	BIG CREEK	WV
25506	BRANCHLAND	WV
25508	CHAPMANVILLE	WV
25510	CULLODEN	WV
25511	DUNLOW	WV
25512	EAST LYNN	WV
25514	FORT GAY	WV
25515	GALLIPOLIS FERRY	WV
25517	GENOA	WV
25520	GLENWOOD	WV
25521	GRIFFITHSVILLE	WV
25523	HAMLIN	WV
25524	HARTS	WV
25526	HURRICANE	WV
25529	JULIAN	WV
25530	KENOVA	WV
25534	KIAHSVILLE	WV
25535	LAVALETTE	WV
25537	LESAGE	WV
25540	MIDKIFF	WV
25541	MILTON	WV
25544	MYRA	WV
25545	ONA	WV
25547	PECKS MILL	WV
25550	POINT PLEASANT	WV
25555	PRICHARD	WV
25557	RANGER	WV
25559	SALT ROCK	WV
25560	SCOTT DEPOT	WV
25564	SOD	WV
25565	SPURLOCKVILLE	WV
25567	SUMERCO	WV
25570	WAYNE	WV
25571	WEST HAMLIN	WV
25573	YAWKEY	WV

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

25601	LOGAN	WV
25654	YOLYN	WV
25661	WILLIAMSON	WV
25666	BREEDEN	WV
25669	CRUM	WV
25671	DINGESS	WV
25674	KERMIT	WV
25676	LENORE	WV
25699	WILSONDALE	WV
25701	HUNTINGTON	WV
25702	HUNTINGTON	WV
25703	HUNTINGTON	WV
25704	HUNTINGTON	WV
25705	HUNTINGTON	WV
25755	HUNTINGTON	WV
26003	WHEELING	WV
26031	BENWOOD	WV
26032	BETHANY	WV
26033	CAMERON	WV
26034	CHESTER	WV
26035	COLLIERS	WV
26036	DALLAS	WV
26037	FOLLANSBEE	WV
26038	GLEN DALE	WV
26039	GLEN EASTON	WV
26040	MCMECHEN	WV
26041	MOUNDSVILLE	WV
26047	NEW CUMBERLAND	WV
26050	NEWELL	WV
26055	PROCTOR	WV
26059	TRIADELPHIA	WV
26060	VALLEY GROVE	WV
26062	WEIRTON	WV
26070	WELLSBURG	WV
26101	PARKERSBURG	WV
26104	PARKERSBURG	WV
26105	VIENNA	WV
26133	BELLEVILLE	WV
26134	BELMONT	WV
26136	BIG BEND	WV
26137	BIG SPRINGS	WV
26138	BROHARD	WV
26141	CRESTON	WV
26142	DAVISVILLE	WV
26143	ELIZABETH	WV
26146	FRIENDLY	WV
26147	GRANTSVILLE	WV
26148	MACFARLAN	WV
26149	MIDDLEBOURNE	WV
26150	MINERAL WELLS	WV
26151	MOUNT ZION	WV

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

26152	MUNDAY	WV
26155	NEW MARTINSVILLE	WV
26159	PADEN CITY	WV
26160	PALESTINE	WV
26161	PETROLEUM	WV
26164	RAVENSWOOD	WV
26167	READER	WV
26169	ROCKPORT	WV
26170	SAINT MARYS	WV
26173	SHERMAN	WV
26175	SISTERSVILLE	WV
26178	SMITHVILLE	WV
26180	WALKER	WV
26181	WASHINGTON	WV
26184	WAVERLY	WV
26186	WILEYVILLE	WV
26187	WILLIAMSTOWN	WV
26301	CLARKSBURG	WV
26320	ALMA	WV
26321	ALUM BRIDGE	WV
26325	AUBURN	WV
26327	BEREA	WV
26330	BRIDGEPORT	WV
26332	BRISTOL	WV
26335	BURNSVILLE	WV
26337	CAIRO	WV
26338	CAMDEN	WV
26339	CENTER POINT	WV
26342	COXS MILLS	WV
26346	ELLENBORO	WV
26347	FLEMINGTON	WV
26348	FOLSOM	WV
26351	GLENVILLE	WV
26354	GRAFTON	WV
26362	HARRISVILLE	WV
26377	JACKSONBURG	WV
26378	JANE LEW	WV
26384	LINN	WV
26385	LOST CREEK	WV
26386	LUMBERPORT	WV
26404	MEADOWBROOK	WV
26408	MOUNT CLARE	WV
26411	NEW MILTON	WV
26412	ORLANDO	WV
26415	PENNSBORO	WV
26419	PINE GROVE	WV
26421	PULLMAN	WV
26426	SALEM	WV
26430	SAND FORK	WV
26431	SHINNSTON	WV
26437	SMITHFIELD	WV

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

26443	TROY	WV
26448	WALLACE	WV
26451	WEST MILFORD	WV
26452	WESTON	WV
26456	WEST UNION	WV
26501	MORGANTOWN	WV
26505	MORGANTOWN	WV
26506	MORGANTOWN	WV
26521	BLACKSVILLE	WV
26529	CORE	WV
26541	MAIDSVILLE	WV
26546	PURSGLOVE	WV
26554	FAIRMONT	WV
26560	BAXTER	WV
26561	BIG RUN	WV
26562	BURTON	WV
26568	ENTERPRISE	WV
26570	FAIRVIEW	WV
26571	FARMINGTON	WV
26575	HUNDRED	WV
26581	LITTLETON	WV
26582	MANNINGTON	WV
26585	METZ	WV
26587	RACHEL	WV
26588	RIVESVILLE	WV
26590	WANA	WV
26591	WORTHINGTON	WV
26611	CEDARVILLE	WV
26615	COPEN	WV
26636	ROSEDALE	WV
26638	SHOCK	WV
40006	BEDFORD	KY
40007	BETHLEHEM	KY
40010	BUCKNER	KY
40011	CAMPBELLSBURG	KY
40014	CRESTWOOD	KY
40023	FISHERVILLE	KY
40025	GLENVIEW	KY
40026	GOSHEN	KY
40031	LA GRANGE	KY
40036	LOCKPORT	KY
40045	MILTON	KY
40050	NEW CASTLE	KY
40055	PENDLETON	KY
40056	PEWEE VALLEY	KY
40059	PROSPECT	KY
40070	SULPHUR	KY
40075	TURNERS STATION	KY
40077	WESTPORT	KY
40109	BROOKS	KY
40118	FAIRDALE	KY

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

40202	LOUISVILLE	KY
40203	LOUISVILLE	KY
40204	LOUISVILLE	KY
40205	LOUISVILLE	KY
40206	LOUISVILLE	KY
40207	LOUISVILLE	KY
40208	LOUISVILLE	KY
40209	LOUISVILLE	KY
40210	LOUISVILLE	KY
40211	LOUISVILLE	KY
40212	LOUISVILLE	KY
40213	LOUISVILLE	KY
40214	LOUISVILLE	KY
40215	LOUISVILLE	KY
40216	LOUISVILLE	KY
40217	LOUISVILLE	KY
40218	LOUISVILLE	KY
40219	LOUISVILLE	KY
40220	LOUISVILLE	KY
40222	LOUISVILLE	KY
40223	LOUISVILLE	KY
40228	LOUISVILLE	KY
40229	LOUISVILLE	KY
40241	LOUISVILLE	KY
40242	LOUISVILLE	KY
40243	LOUISVILLE	KY
40245	LOUISVILLE	KY
40258	LOUISVILLE	KY
40272	LOUISVILLE	KY
40291	LOUISVILLE	KY
40292	LOUISVILLE	KY
40299	LOUISVILLE	KY
40311	CARLISLE	KY
40313	CLEARFIELD	KY
40316	DENNISTON	KY
40322	FRENCHBURG	KY
40324	GEORGETOWN	KY
40337	JEFFERSONVILLE	KY
40346	MEANS	KY
40350	MOOREFIELD	KY
40351	MOREHEAD	KY
40353	MOUNT STERLING	KY
40355	NEW LIBERTY	KY
40358	OLYMPIA	KY
40359	OWENTON	KY
40360	OWINGSVILLE	KY
40361	PARIS	KY
40370	SADIEVILLE	KY
40371	SALT LICK	KY
40374	SHARPSBURG	KY
40379	STAMPING GROUND	KY

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

40387	WELLINGTON	KY
40511	LEXINGTON	KY
41001	ALEXANDRIA	KY
41002	AUGUSTA	KY
41003	BERRY	KY
41004	BROOKSVILLE	KY
41005	BURLINGTON	KY
41006	BUTLER	KY
41007	CALIFORNIA	KY
41008	CARROLLTON	KY
41010	CORINTH	KY
41011	COVINGTON	KY
41014	COVINGTON	KY
41015	LATONIA	KY
41017	FT MITCHELL	KY
41018	ERLANGER	KY
41030	CRITTENDEN	KY
41031	CYNTHIANA	KY
41033	DE MOSSVILLE	KY
41034	DOVER	KY
41035	DRY RIDGE	KY
41039	EWING	KY
41040	FALMOUTH	KY
41041	FLEMINGSBURG	KY
41042	FLORENCE	KY
41043	FOSTER	KY
41044	GERMANTOWN	KY
41045	GHENT	KY
41046	GLENCOE	KY
41048	HEBRON	KY
41049	HILLSBORO	KY
41051	INDEPENDENCE	KY
41052	JONESVILLE	KY
41055	MAYSLICK	KY
41056	MAYSVILLE	KY
41059	MELBOURNE	KY
41063	MORNING VIEW	KY
41064	MOUNT OLIVET	KY
41071	NEWPORT	KY
41073	BELLEVUE	KY
41075	FORT THOMAS	KY
41076	NEWPORT	KY
41080	PETERSBURG	KY
41083	SANDERS	KY
41086	SPARTA	KY
41091	UNION	KY
41092	VERONA	KY
41093	WALLINGFORD	KY
41094	WALTON	KY
41095	WARSAW	KY
41097	WILLIAMSTOWN	KY

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

41098	WORTHVILLE	KY
41099	NEWPORT	KY
41101	ASHLAND	KY
41102	ASHLAND	KY
41121	ARGILLITE	KY
41124	BLAINE	KY
41129	CATLETTSBURG	KY
41132	DENTON	KY
41135	EMERSON	KY
41139	FLATWOODS	KY
41141	GARRISON	KY
41143	GRAYSON	KY
41144	GREENUP	KY
41146	HITCHINS	KY
41149	ISONVILLE	KY
41159	MARTHA	KY
41164	OLIVE HILL	KY
41166	QUINCY	KY
41168	RUSH	KY
41169	RUSSELL	KY
41171	SANDY HOOK	KY
41174	SOUTH PORTSMOUTH	KY
41175	SOUTH SHORE	KY
41179	VANCEBURG	KY
41180	WEBBVILLE	KY
41183	WORTHINGTON	KY
41189	TOLLESBORO	KY
41201	ADAMS	KY
41204	BOONS CAMP	KY
41214	DEBORD	KY
41216	EAST POINT	KY
41219	FLATGAP	KY
41222	HAGERHILL	KY
41224	INEZ	KY
41226	KEATON	KY
41230	LOUISA	KY
41231	LOVELY	KY
41232	LOWMANSVILLE	KY
41234	MEALLY	KY
41238	OIL SPRINGS	KY
41240	PAINTSVILLE	KY
41250	PILGRIM	KY
41254	RIVER	KY
41255	SITKA	KY
41256	STAFFORDSVILLE	KY
41257	STAMBAUGH	KY
41260	THELMA	KY
41262	TOMAHAWK	KY
41263	TUTOR KEY	KY
41265	VAN LEAR	KY
41267	WARFIELD	KY

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

41271	WILLIAMSPORT	KY
41274	WITTENSVILLE	KY
41425	EZEL	KY
41472	WEST LIBERTY	KY
41602	AUXIER	KY
43436	ISLE SAINT GEORGE	OH
43438	KELLEYS ISLAND	OH
43440	LAKESIDE MARBLEHEAD	OH
43456	PUT IN BAY	OH
43963	TILTONSVILLE	OH
45275	CINCINNATI	KY
46001	ALEXANDRIA	IN
46012	ANDERSON	IN
46013	ANDERSON	IN
46016	ANDERSON	IN
46017	ANDERSON	IN
46032	CARMEL	IN
46033	CARMEL	IN
46038	FISHERS	IN
46040	FORTVILLE	IN
46048	INGALLS	IN
46052	LEBANON	IN
46055	MC CORDSVILLE	IN
46056	MARKLEVILLE	IN
46060	NOBLESVILLE	IN
46064	PENDLETON	IN
46070	SUMMITVILLE	IN
46074	WESTFIELD	IN
46075	WHITESTOWN	IN
46077	ZIONSVILLE	IN
46104	ARLINGTON	IN
46106	BARGERSVILLE	IN
46107	BEECH GROVE	IN
46110	BOGGSTOWN	IN
46112	BROWNSBURG	IN
46113	CAMBY	IN
46115	CARTHAGE	IN
46117	CHARLOTTESVILLE	IN
46118	CLAYTON	IN
46122	DANVILLE	IN
46123	AVON	IN
46126	FAIRLAND	IN
46127	FALMOUTH	IN
46130	FOUNTAIN TOWN	IN
46131	FRANKLIN	IN
46133	GLENWOOD	IN
46140	GREENFIELD	IN
46142	GREENWOOD	IN
46143	GREENWOOD	IN
46148	KNIGHTSTOWN	IN
46149	LIZTON	IN

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

46150	MANILLA	IN
46151	MARTINSVILLE	IN
46156	MILROY	IN
46157	MONROVIA	IN
46158	MOORESVILLE	IN
46161	MORRISTOWN	IN
46161	MORRISTOWN	IN
46162	NEEDHAM	IN
46163	NEW PALESTINE	IN
46167	PITTSBORO	IN
46168	PLAINFIELD	IN
46173	RUSHVILLE	IN
46176	SHELBYVILLE	IN
46182	WALDRON	IN
46184	WHITELAND	IN
46186	WILKINSON	IN
46201	INDIANAPOLIS	IN
46202	INDIANAPOLIS	IN
46203	INDIANAPOLIS	IN
46204	INDIANAPOLIS	IN
46205	INDIANAPOLIS	IN
46208	INDIANAPOLIS	IN
46214	INDIANAPOLIS	IN
46216	INDIANAPOLIS	IN
46217	INDIANAPOLIS	IN
46218	INDIANAPOLIS	IN
46219	INDIANAPOLIS	IN
46220	INDIANAPOLIS	IN
46221	INDIANAPOLIS	IN
46222	INDIANAPOLIS	IN
46224	INDIANAPOLIS	IN
46225	INDIANAPOLIS	IN
46226	INDIANAPOLIS	IN
46227	INDIANAPOLIS	IN
46228	INDIANAPOLIS	IN
46229	INDIANAPOLIS	IN
46231	INDIANAPOLIS	IN
46234	INDIANAPOLIS	IN
46235	INDIANAPOLIS	IN
46236	INDIANAPOLIS	IN
46237	INDIANAPOLIS	IN
46239	INDIANAPOLIS	IN
46240	INDIANAPOLIS	IN
46241	INDIANAPOLIS	IN
46250	INDIANAPOLIS	IN
46254	INDIANAPOLIS	IN
46256	INDIANAPOLIS	IN
46259	INDIANAPOLIS	IN
46260	INDIANAPOLIS	IN
46268	INDIANAPOLIS	IN
46278	INDIANAPOLIS	IN

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

46280	INDIANAPOLIS	IN
46290	INDIANAPOLIS	IN
46540	MIDDLEBURY	IN
46543	MILLERSBURG	IN
46555	NORTH WEBSTER	IN
46562	PIERCETON	IN
46565	SHIPSHEWANA	IN
46567	SYRACUSE	IN
46571	TOPEKA	IN
46701	ALBION	IN
46702	ANDREWS	IN
46703	ANGOLA	IN
46705	ASHLEY	IN
46706	AUBURN	IN
46710	AVILLA	IN
46711	BERNE	IN
46714	BLUFFTON	IN
46721	BUTLER	IN
46723	CHURUBUSCO	IN
46725	COLUMBIA CITY	IN
46730	CORUNNA	IN
46731	CRAIGVILLE	IN
46732	CROMWELL	IN
46733	DECATUR	IN
46737	FREMONT	IN
46738	GARRETT	IN
46740	GENEVA	IN
46741	GRABILL	IN
46742	HAMILTON	IN
46743	HARLAN	IN
46745	HOAGLAND	IN
46746	HOWE	IN
46747	HUDSON	IN
46748	HUNTERTOWN	IN
46750	HUNTINGTON	IN
46755	KENDALLVILLE	IN
46759	KEYSTONE	IN
46760	KIMMELL	IN
46761	LAGRANGE	IN
46763	LAOTTO	IN
46764	LARWILL	IN
46765	LEO	IN
46766	LIBERTY CENTER	IN
46767	LIGONIER	IN
46770	MARKLE	IN
46772	MONROE	IN
46773	MONROEVILLE	IN
46774	NEW HAVEN	IN
46776	ORLAND	IN
46777	OSSIAN	IN
46779	PLEASANT LAKE	IN

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

46781	PONETO	IN
46783	ROANOKE	IN
46784	ROME CITY	IN
46785	SAINT JOE	IN
46787	SOUTH WHITLEY	IN
46788	SPENCERVILLE	IN
46791	UNIONDALE	IN
46792	WARREN	IN
46793	WATERLOO	IN
46794	WAWAKA	IN
46795	WOLCOTTVILLE	IN
46797	WOODBURN	IN
46798	YODER	IN
46802	FORT WAYNE	IN
46803	FORT WAYNE	IN
46804	FORT WAYNE	IN
46805	FORT WAYNE	IN
46806	FORT WAYNE	IN
46807	FORT WAYNE	IN
46808	FORT WAYNE	IN
46809	FORT WAYNE	IN
46814	FORT WAYNE	IN
46815	FORT WAYNE	IN
46816	FORT WAYNE	IN
46818	FORT WAYNE	IN
46819	FORT WAYNE	IN
46825	FORT WAYNE	IN
46835	FORT WAYNE	IN
46845	FORT WAYNE	IN
46928	FAIRMOUNT	IN
46933	GAS CITY	IN
46938	JONESBORO	IN
46940	LA FONTAINE	IN
46941	LAGRO	IN
46952	MARION	IN
46953	MARION	IN
46989	UPLAND	IN
46990	URBANA	IN
46991	VAN BUREN	IN
47001	AURORA	IN
47003	WEST COLLEGE CORNER	IN
47006	BATESVILLE	IN
47010	BATH	IN
47011	BENNINGTON	IN
47012	BROOKVILLE	IN
47016	CEDAR GROVE	IN
47017	CROSS PLAINS	IN
47018	DILLSBORO	IN
47020	FLORENCE	IN
47022	GUILFORD	IN
47023	HOLTON	IN

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

47024	LAUREL	IN
47025	LAWRENCEBURG	IN
47030	METAMORA	IN
47031	MILAN	IN
47032	MOORES HILL	IN
47036	OLDENBURG	IN
47037	OSGOOD	IN
47038	PATRIOT	IN
47040	RISING SUN	IN
47041	SUNMAN	IN
47042	VERSAILLES	IN
47043	VEVAY	IN
47060	WEST HARRISON	IN
47106	BORDEN	IN
47111	CHARLESTOWN	IN
47126	HENRYVILLE	IN
47129	CLARKSVILLE	IN
47130	JEFFERSONVILLE	IN
47138	LEXINGTON	IN
47141	MARYSVILLE	IN
47143	MEMPHIS	IN
47147	NABB	IN
47150	NEW ALBANY	IN
47162	NEW WASHINGTON	IN
47163	OTISCO	IN
47170	SCOTTSBURG	IN
47172	SELLERSBURG	IN
47177	UNDERWOOD	IN
47223	BUTLERVILLE	IN
47224	CANAAN	IN
47227	COMMISKEY	IN
47230	DEPUTY	IN
47231	DUPONT	IN
47236	GRAMMER	IN
47240	GREENSBURG	IN
47243	HANOVER	IN
47243	HANOVER	IN
47244	HARTSVILLE	IN
47250	MADISON	IN
47265	NORTH VERNON	IN
47272	SAINT PAUL	IN
47273	SCIPIO	IN
47282	VERNON	IN
47283	WESTPORT	IN
47302	MUNCIE	IN
47303	MUNCIE	IN
47304	MUNCIE	IN
47305	MUNCIE	IN
47306	MUNCIE	IN
47320	ALBANY	IN
47325	BROWNSVILLE	IN

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

47326	BRYANT	IN
47327	CAMBRIDGE CITY	IN
47330	CENTERVILLE	IN
47331	CONNERSVILLE	IN
47334	DALEVILLE	IN
47336	DUNKIRK	IN
47338	EATON	IN
47339	ECONOMY	IN
47340	FARMLAND	IN
47341	FOUNTAIN CITY	IN
47342	GASTON	IN
47345	GREENS FORK	IN
47346	HAGERSTOWN	IN
47348	HARTFORD CITY	IN
47352	LEWISVILLE	IN
47353	LIBERTY	IN
47354	LOSANTVILLE	IN
47355	LYNN	IN
47356	MIDDLETOWN	IN
47357	MILTON	IN
47358	MODOC	IN
47359	MONTPELIER	IN
47360	MOORELAND	IN
47362	NEW CASTLE	IN
47368	PARKER CITY	IN
47369	PENNVILLE	IN
47371	PORTLAND	IN
47373	REDKEY	IN
47374	RICHMOND	IN
47380	RIDGEVILLE	IN
47381	SALAMONIA	IN
47382	SARATOGA	IN
47383	SELMA	IN
47384	SHIRLEY	IN
47385	SPICELAND	IN
47386	SPRINGPORT	IN
47387	STRAUGHN	IN
47390	UNION CITY	IN
47392	WEBSTER	IN
47393	WILLIAMSBURG	IN
47394	WINCHESTER	IN
47396	YORKTOWN	IN
48005	ARMADA	MI
48009	BIRMINGHAM	MI
48015	CENTER LINE	MI
48017	CLAWSON	MI
48021	EASTPOINTE	MI
48025	FRANKLIN	MI
48026	FRASER	MI
48030	HAZEL PARK	MI
48034	SOUTHFIELD	MI

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

48035	CLINTON TOWNSHIP	MI
48036	CLINTON TOWNSHIP	MI
48038	CLINTON TOWNSHIP	MI
48042	MACOMB	MI
48043	MOUNT CLEMENS	MI
48044	MACOMB	MI
48045	HARRISON TOWNSHIP	MI
48047	NEW BALTIMORE	MI
48048	NEW HAVEN	MI
48050	NEW HAVEN	MI
48051	NEW BALTIMORE	MI
48062	RICHMOND	MI
48063	COLUMBUS	MI
48064	CASCO	MI
48065	ROMEO	MI
48066	ROSEVILLE	MI
48067	ROYAL OAK	MI
48069	PLEASANT RIDGE	MI
48070	HUNTINGTON WOODS	MI
48071	MADISON HEIGHTS	MI
48072	BERKLEY	MI
48073	ROYAL OAK	MI
48075	SOUTHFIELD	MI
48076	SOUTHFIELD	MI
48080	SAINT CLAIR SHORES	MI
48081	SAINT CLAIR SHORES	MI
48082	SAINT CLAIR SHORES	MI
48083	TROY	MI
48084	TROY	MI
48085	TROY	MI
48088	WARREN	MI
48089	WARREN	MI
48091	WARREN	MI
48092	WARREN	MI
48093	WARREN	MI
48094	WASHINGTON	MI
48095	WASHINGTON	MI
48096	RAY	MI
48098	TROY	MI
48101	ALLEN PARK	MI
48103	ANN ARBOR	MI
48104	ANN ARBOR	MI
48105	ANN ARBOR	MI
48108	ANN ARBOR	MI
48109	ANN ARBOR	MI
48111	BELLEVILLE	MI
48117	CARLETON	MI
48118	CHELSEA	MI
48120	DEARBORN	MI
48122	MELVINDALE	MI
48124	DEARBORN	MI

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

48125	DEARBORN HEIGHTS	MI
48126	DEARBORN	MI
48127	DEARBORN HEIGHTS	MI
48128	DEARBORN	MI
48130	DEXTER	MI
48131	DUNDEE	MI
48133	ERIE	MI
48134	FLAT ROCK	MI
48135	GARDEN CITY	MI
48138	GROSSE ILE	MI
48140	IDA	MI
48141	INKSTER	MI
48144	LAMBERTVILLE	MI
48145	LA SALLE	MI
48146	LINCOLN PARK	MI
48150	LIVONIA	MI
48152	LIVONIA	MI
48154	LIVONIA	MI
48157	LUNA PIER	MI
48158	MANCHESTER	MI
48159	MAYBEE	MI
48160	MILAN	MI
48161	MONROE	MI
48162	MONROE	MI
48164	NEW BOSTON	MI
48165	NEW HUDSON	MI
48166	NEWPORT	MI
48167	NORTHVILLE	MI
48167	NORTHVILLE	MI
48170	PLYMOUTH	MI
48173	ROCKWOOD	MI
48174	ROMULUS	MI
48176	SALINE	MI
48178	SOUTH LYON	MI
48178	SOUTH LYON	MI
48179	SOUTH ROCKWOOD	MI
48180	TAYLOR	MI
48182	TEMPERANCE	MI
48183	TRENTON	MI
48184	WAYNE	MI
48185	WESTLAND	MI
48186	WESTLAND	MI
48187	CANTON	MI
48188	CANTON	MI
48189	WHITMORE LAKE	MI
48191	WILLIS	MI
48192	WYANDOTTE	MI
48195	SOUTHGATE	MI
48197	YPSILANTI	MI
48198	YPSILANTI	MI
48201	DETROIT	MI

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

48202	DETROIT	MI
48203	HIGHLAND PARK	MI
48204	DETROIT	MI
48205	DETROIT	MI
48206	DETROIT	MI
48207	DETROIT	MI
48208	DETROIT	MI
48209	DETROIT	MI
48210	DETROIT	MI
48211	DETROIT	MI
48212	HAMTRAMCK	MI
48213	DETROIT	MI
48214	DETROIT	MI
48215	DETROIT	MI
48216	DETROIT	MI
48217	DETROIT	MI
48218	RIVER ROUGE	MI
48219	DETROIT	MI
48219	DETROIT	MI
48220	FERNDALE	MI
48221	DETROIT	MI
48223	DETROIT	MI
48224	DETROIT	MI
48225	HARPER WOODS	MI
48226	DETROIT	MI
48227	DETROIT	MI
48228	DETROIT	MI
48229	ECORSE	MI
48230	GROSSE POINTE	MI
48234	DETROIT	MI
48235	DETROIT	MI
48236	GROSSE POINTE	MI
48237	OAK PARK	MI
48238	DETROIT	MI
48238	DETROIT	MI
48239	REDFORD	MI
48240	REDFORD	MI
48242	DETROIT	MI
48301	BLOOMFIELD HILLS	MI
48302	BLOOMFIELD HILLS	MI
48304	BLOOMFIELD HILLS	MI
48306	ROCHESTER	MI
48307	ROCHESTER	MI
48309	ROCHESTER	MI
48310	STERLING HEIGHTS	MI
48312	STERLING HEIGHTS	MI
48313	STERLING HEIGHTS	MI
48314	STERLING HEIGHTS	MI
48315	UTICA	MI
48316	UTICA	MI
48317	UTICA	MI

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

48320	KEEGO HARBOR	MI
48322	WEST BLOOMFIELD	MI
48323	WEST BLOOMFIELD	MI
48324	WEST BLOOMFIELD	MI
48326	AUBURN HILLS	MI
48327	WATERFORD	MI
48328	WATERFORD	MI
48329	WATERFORD	MI
48331	FARMINGTON	MI
48334	FARMINGTON	MI
48335	FARMINGTON	MI
48336	FARMINGTON	MI
48340	PONTIAC	MI
48341	PONTIAC	MI
48342	PONTIAC	MI
48346	CLARKSTON	MI
48348	CLARKSTON	MI
48350	DAVISBURG	MI
48356	HIGHLAND	MI
48357	HIGHLAND	MI
48359	LAKE ORION	MI
48360	LAKE ORION	MI
48362	LAKE ORION	MI
48363	OAKLAND	MI
48367	LEONARD	MI
48370	OXFORD	MI
48371	OXFORD	MI
48374	NOVI	MI
48375	NOVI	MI
48377	NOVI	MI
48381	MILFORD	MI
48382	COMMERCE TOWNSHIP	MI
48383	WHITE LAKE	MI
48386	WHITE LAKE	MI
48390	WALLED LAKE	MI
48393	WIXOM	MI
48442	HOLLY	MI
48462	ORTONVILLE	MI
49011	ATHENS	MI
49014	BATTLE CREEK	MI
49015	BATTLE CREEK	MI
49028	BRONSON	MI
49029	BURLINGTON	MI
49030	BURR OAK	MI
49032	CENTREVILLE	MI
49033	CERESCO	MI
49034	CLIMAX	MI
49036	COLDWATER	MI
49040	COLON	MI
49042	CONSTANTINE	MI
49051	EAST LEROY	MI

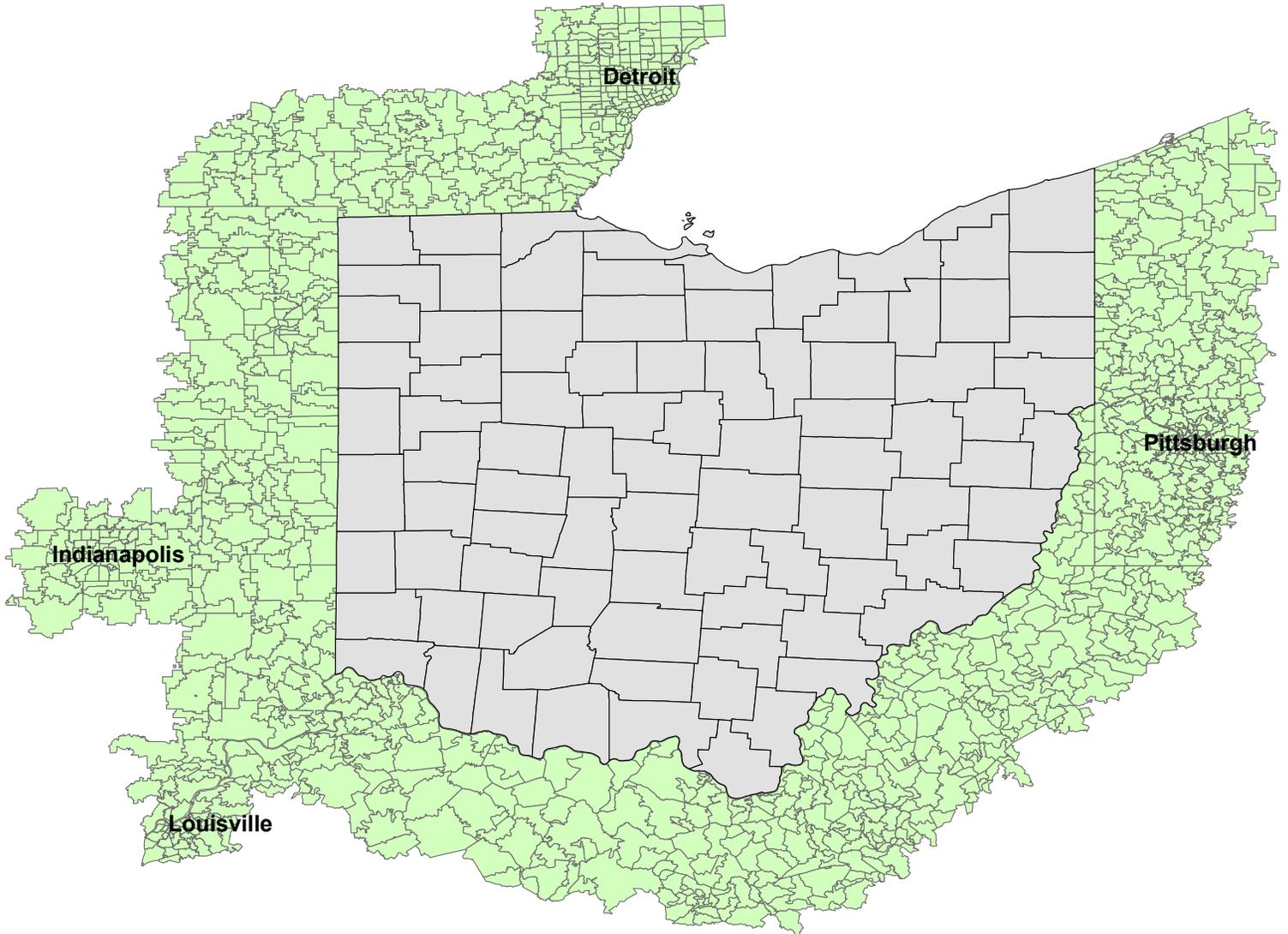
ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

49052	FULTON	MI
49066	LEONIDAS	MI
49068	MARSHALL	MI
49072	MENDON	MI
49082	QUINCY	MI
49088	SCOTTS	MI
49089	SHERWOOD	MI
49091	STURGIS	MI
49092	TEKONSHA	MI
49093	THREE RIVERS	MI
49094	UNION CITY	MI
49097	VICKSBURG	MI
49099	WHITE PIGEON	MI
49201	JACKSON	MI
49202	JACKSON	MI
49203	JACKSON	MI
49220	ADDISON	MI
49221	ADRIAN	MI
49224	ALBION	MI
49227	ALLEN	MI
49228	BLISSFIELD	MI
49229	BRITTON	MI
49230	BROOKLYN	MI
49232	CAMDEN	MI
49233	CEMENT CITY	MI
49234	CLARKLAKE	MI
49235	CLAYTON	MI
49236	CLINTON	MI
49237	CONCORD	MI
49238	DEERFIELD	MI
49240	GRASS LAKE	MI
49241	HANOVER	MI
49242	HILLSDALE	MI
49245	HOMER	MI
49246	HORTON	MI
49247	HUDSON	MI
49248	JASPER	MI
49249	JEROME	MI
49250	JONESVILLE	MI
49252	LITCHFIELD	MI
49253	MANITOU BEACH	MI
49254	MICHIGAN CENTER	MI
49255	MONTGOMERY	MI
49256	MORENCI	MI
49259	MUNITH	MI
49262	NORTH ADAMS	MI
49265	ONSTED	MI
49266	OSSEO	MI
49267	OTTAWA LAKE	MI
49268	PALMYRA	MI
49269	PARMA	MI

ATTACHMENT EIGHT
Ohio 50+ Zip Code Listing

49270	PETERSBURG	MI
49271	PITTSFORD	MI
49272	PLEASANT LAKE	MI
49274	READING	MI
49276	RIGA	MI
49277	RIVES JUNCTION	MI
49279	SAND CREEK	MI
49283	SPRING ARBOR	MI
49284	SPRINGPORT	MI
49286	TECUMSEH	MI
49287	TIPTON	MI
49288	WALDRON	MI

ZIP Codes Diagram



ATTACHMENT TEN

COST SUMMARY

All proposed pricing in this Cost Summary attachment must be for the entire term of the Contract and all renewals.

*The number of unique resume's indicated in this proposal must be based on the time period starting on January 1, 2005 through the proposal due date.

**If the offeror cannot delineate the number of resumes specifically for Ohio, the offeror must use a formula or methodology to provide a representative number of resumes for Relocate Ohio in the Cost Summary.

For evaluation purposes the State will use the 'Core Total for RFP Evaluation' (last green line item in Table A) in the Price Performance Formula specifically identified for Core in Attachment One. The 'Core Total for RFP Evaluation' consists of the 'Bundled Core Subtotal' (green line item #1 in Table A) added to the 'Sector Full Access License Subtotal' (green line item #2 in Table A). If the State elects not to award all options the general Price Performance Formula will be used.

ATTACHMENT TEN

**COST SUMMARY
(continued)**

Cost Summary A

Core			Cost
Resume Application Hosting			\$
Implementation Fee			\$
	# of Resumes*	# of Views/Day	Cost
Ohio-based Resumes		300	\$
Ohio-based Resumes		100	\$
Ohio-based Resumes		25	\$
Implementation Fee			\$
Ohio 50+ Resumes		300	\$
Ohio 50+ Resumes		100	\$
Ohio 50+ Resumes		25	\$
Implementation Fee			\$
Relocate Ohio Resumes**		300	\$
Relocate Ohio Resumes**		100	\$
Relocate Ohio Resumes**		25	\$
Implementation Fee			\$
Bundled Core Total Cost Subtotal (All the above options at bundled cost if purchased together for 300 views per day.)		300	\$
Bundled Core Total Cost Subtotal (All the above options at bundled cost if purchased together for 100 views per day.)		100	\$
Bundled Core Total Cost Subtotal (All the above options at bundled cost if purchased together for 25 views per day.)		25	\$
Bundled Core Implementation Fee			\$
Bundled Core Pricing for 300 Views Per Day (Offeror's proposing Core are encouraged to propose a lower bundled cost that may not be equal to the subtotal of the individual options above.)			
Bundled Core Subtotal (for 300 views per day) (Bundled Core Total Cost + Bundled Core Implementation Fee)			\$
Sector Full Access Licenses			
	Quantity		Cost Per License
Licenses	25	X	\$
Licenses	50	X	\$
Licenses	75	X	\$
Licenses	100	X	\$
Licenses	125	X	\$
Licenses	150	X	\$
Licenses	175	X	\$
Licenses	200	X	\$
Sector Full Access Licenses Subtotal			\$
Sector Advertising			\$
Core Total for RFP Evaluation (based on the option for 300 views per day) (Bundled Core Subtotal + Sector Full Access Licenses Subtotal)			\$

ATTACHMENT TEN

COST SUMMARY
(continued)

Cost Summary B

Non-Core	# of Resumes*	Cost per Resume	Cost
National Sector Resumes – Advanced Energy			\$
Implementation Fee			

Cost Summary C

Non-Core	# of Resumes*	Cost per Resume	Cost
National Sector Resumes – Advanced Manufacturing			\$
Implementation Fee			

Cost Summary D

Non-Core	# of Resumes*	Cost per Resume	Cost
National Sector Resumes – Information Technology			\$
Implementation Fee			

Cost Summary E

Non-Core	# of Resumes*	Cost per Resume	Cost
National Sector Resumes – Healthcare			\$
Implementation Fee			