

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1096
DATE ISSUED: March 9, 2012

The State of Ohio, through the Department of Administrative Services for its Office of Information Technology, is requesting proposals for:

STATE OF OHIO COMPUTING CENTER: REMEDIATION, IMPROVEMENTS AND OPERATIONS

INQUIRY PERIOD BEGINS: March 9, 2012
INQUIRY PERIOD ENDS: May 4, 2012

MANDATORY OFFEROR QUALIFICATION PROPOSALS

PRE-PROPOSAL CONFERENCE DATE: March 26, 2012
OPENING DATE: April 2, 2012
OPENING TIME: 1:00 PM
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

TECHNICAL/COST PROPOSALS FROM QUALIFIED OFFERORS

SOCC TOUR AND WALKTHROUGH DATE: April 16, 2012
OPENING DATE: May 14, 2012
OPENING TIME: 1:00 PM
OPENING LOCATION: Same as above

This RFP consists of five parts and eleven attachments, totaling 106 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.

Communication Restrictions

FROM THE RELEASE OF THIS RFP UNTIL AN OFFEROR IS SELECTED AND A CONTRACT EXECUTED, PROSPECTIVE OFFERORS SHALL NOT COMMUNICATE WITH ANY STATE STAFF OR AGENTS WORKING ON BEHALF OF THE STATE CONCERNING THE RFP, SOCC OR BROADER IT CONSOLIDATION STRATEGIES, EXCEPT USING THE METHOD DESCRIBED IN THE INQUIRY PROCESS. IF AN OFFEROR ATTEMPTS ANY UNAUTHORIZED COMMUNICATION, THE STATE MAY REJECT THAT OFFEROR'S PROPOSAL.

TABLE OF CONTENTS

PART ONE: EXECUTIVE SUMMARY	3
<i>Background and Business Objectives.....</i>	<i>3</i>
<i>SOCC Overview</i>	<i>5</i>
<i>SOCC Improvements</i>	<i>6</i>
<i>Current SOCC Status</i>	<i>7</i>
<i>High Level SOCC Challenges and Proposed Solutions</i>	<i>8</i>
<i>Core Strategy and Objectives</i>	<i>9</i>
<i>Overview of Scope of Work and Summary Work Area Descriptions.....</i>	<i>10</i>
PART TWO: STRUCTURE OF THIS RFP	13
PART THREE: GENERAL INSTRUCTIONS	14
PART FOUR: EVALUATION OF PROPOSALS.....	20
PART FIVE: AWARD OF THE CONTRACT.....	25
ATTACHMENT ONE: EVALUATION CRITERIA	26
ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS.....	32
<i>PART ONE: WORK REQUIREMENTS</i>	<i>32</i>
<i>PART TWO: SPECIAL PROVISIONS.....</i>	<i>32</i>
ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS.....	34
ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS.....	41
<i>PART ONE: PERFORMANCE AND PAYMENT</i>	<i>41</i>
<i>PART TWO: WORK AND CONTRACT ADMINISTRATION.....</i>	<i>44</i>
<i>PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION.....</i>	<i>50</i>
<i>PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES.....</i>	<i>52</i>
<i>PART FIVE: ACCEPTANCE AND MAINTENANCE.....</i>	<i>53</i>
<i>PART SIX: CONSTRUCTION.....</i>	<i>53</i>
<i>PART SEVEN: LAW AND COURTS</i>	<i>54</i>
ATTACHMENT FIVE: SAMPLE CONTRACT	56
ATTACHMENT SIX: OFFEROR CERTIFICATION FORM	57
ATTACHMENT SEVEN: OFFEROR PROFILE SUMMARY	60
ATTACHMENT EIGHT: SAMPLE LEASE AGREEMENT	72
ATTACHMENT NINE: STANDARD AFFIRMATION AND DISCLOSURE FORM	95
ATTACHMENT TEN: SCOPING AND SIZING STATISTICS.....	97
ATTACHMENT ELEVEN: COST SUMMARY	102

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 Department of Administrative Services is soliciting competitive sealed proposals (“Proposals”) to implement remediation and operating improvements and provision of ongoing managed services for the State of Ohio Computing Center (the “Work”), and this RFP is the result of that request. The Work as defined in this RFP includes both project services and ongoing services.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, 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 Work is completed to the satisfaction of the State and the Contractor is paid or **June 30, 2023**, whichever is sooner. The Contract term is subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. See Term provision in Attachment Four of this RFP for renewal procedure. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Department of Administrative Services, Office of Information Technology.

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 Work or the terms and conditions in this RFP.

Background and Business Objectives

The State has recently conducted a review of its IT Infrastructure data processing facility assets and capabilities. A strategy has been identified that is designed to consolidate the State’s data processing facilities in such a manner as to reduce costs, increase service levels to users of these computing assets, and better provide for the protection and privacy of State computing assets and related data.

As part of this IT infrastructure review and following experiences in virtualizing IT infrastructure elements for the past five years, the State has determined that ongoing technology advances in server, storage and network virtualization; dense computing; as well as a general migration from mainframe processing to distributed computing are necessary. These technology advances have led to the State’s development of an approach to consolidating systems maintained within Agencies to the State of Ohio Computer Center (SOCC). Additionally, within the SOCC, the Contractor will be required to implement a significantly more efficient use of SOCC capabilities than contemplated when it was designed and constructed in the late 1980s.

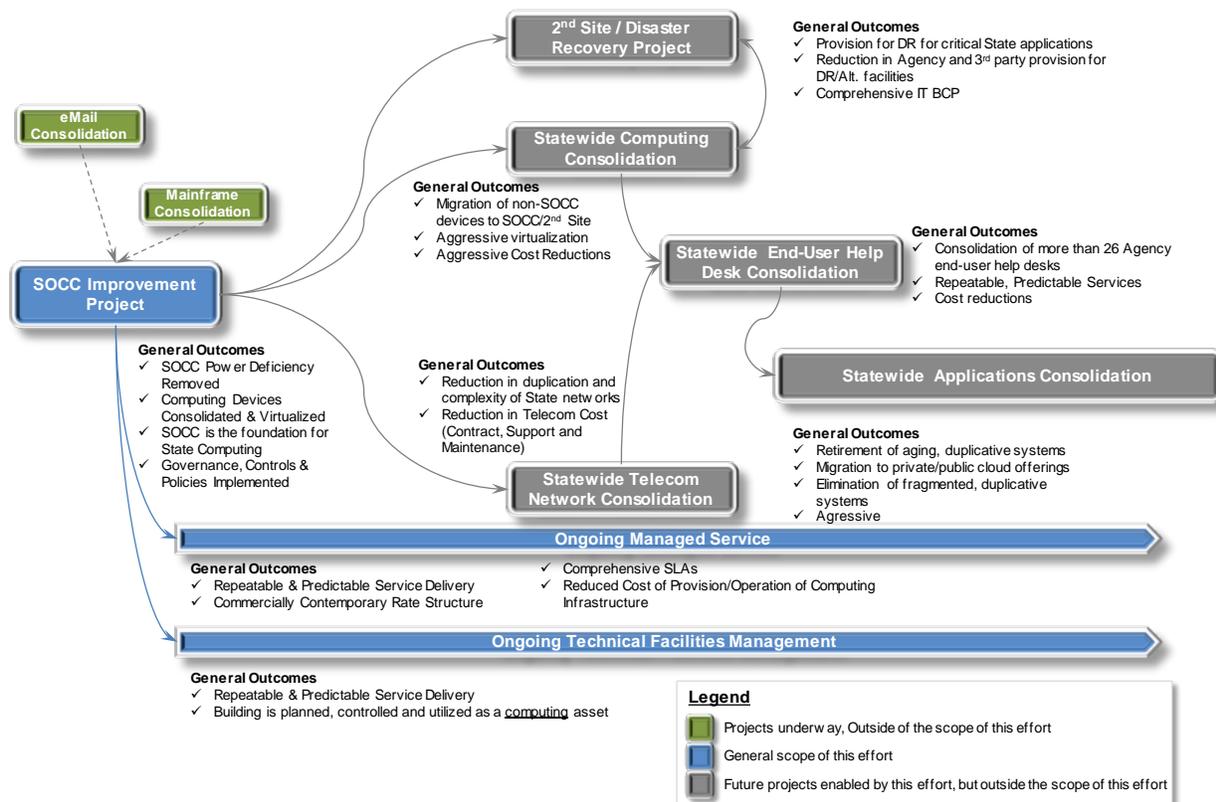
As an outcome of this solicitation, the State wishes to establish a Contract with a highly Qualified Offeror to implement the requirements of the Work contained herein, as well as to take an active role in the ongoing operation of the SOCC.

In fiscal year 2010, the Office of the State CIO in concert with the Leadership Management Council (LMC), developed an Enterprise IT Statement of Direction, which outlines Ohio’s IT goals, methods and strategies that must be employed to reduce and re-align the IT expenditures associated with delivering Ohio’s IT services. The Enterprise IT Statement of Direction can be found at the following url:

<http://das.ohio.gov/LinkClick.aspx?fileticket=9egQw8AF8Bc%3d&tabid=79>.

In fiscal year 2011, the State began developing an implementation strategy for the Statement of Direction, with specific emphasis on IT Infrastructure consolidation as the most logical (and significant) first step towards realizing Ohio's IT goals. In parallel, a Cloud Computing Guidelines document (Supplement Three) has been drafted that describes the State's position with respect to private and public cloud models and specific service models such as cloud-based: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS). Leveraging cloud computing for IT services represents a possible cost savings opportunity for the State as long as it is implemented appropriately and the risks and benefits are carefully considered prior to making significant strategic decisions. This Cloud Computing Guidelines document explores the opportunities presented by various cloud computing service models and outlines a strategy that compliments Ohio's current IT environment. As a high level conceptual summary of the relationship of this project to other initiatives already either in progress or under consideration, the following diagram is provided to assist Offerors in understanding the importance and overall context of this initiative:

Conceptual Project Relationship Overview – Statewide IT Consolidation



The consolidation of IT Infrastructure assets to the SOCC, which is the foundation for the State's private cloud offering, within a single floor of the SOCC will allow the State to realize a key step of implementing the [State's Enterprise IT Statement of Direction](#) and the following high level goals for the SOCC Remediation, Improvements and Operations Work:

- o Consolidation of IT and data center processing to reduce or eliminate real estate and power costs associated with maintaining disparate data processing centers on an agency by agency basis;
- o Virtualization of computing environments (e.g., servers, storage, network devices and software) to reduce the duplication of cost and complexity of obtaining, operating and maintaining these environments;
- o Standardization of computing environments to drive operating and maintenance agility, reduce agency computing costs and drive synergies in asset procurement (buying power),

- operations (labor effectiveness), maintenance (automation), software licensing and administration (aggregation) and other outcomes associated with IT standards;
- Consolidation of Infrastructure elements, effectively from the “floor of the data center” to the “operating system prompt” to minimize or eliminate duplication of hardware, networking, software, support and maintenance services;
- Implementation of modern IT Infrastructure Management practices (i.e., ITIL® and CoBIT®) to increase service levels and reduce manual efforts associated with the operation and maintenance of IT Infrastructure elements; and
- Reduction in the State’s data processing risk profile as it pertains to maintaining IT Infrastructure assets in a physically secure, fault tolerant and robust facility (i.e., the SOCC).

However, to realize these goals, the State has determined that certain improvements in the capabilities of the SOCC need to be implemented prior to a larger scale facilities and infrastructure consolidation effort. Central to this effort will be the expansion of, and agency migration to, the State’s private (and incorporation of public) cloud computing services. The State’s cloud computing environment will be designed to provide a secure, high-performance and dependable foundation for computing, while at a cost point that is between 50-75% less than IT services offered today. In total, the State spends approximately \$108M annually for IT infrastructure and related services, hardware and labor. The goal of the State’s cloud computing effort is to substantially reduce IT infrastructure services spend, and re-allocate those funds to applications and services that support the citizens and businesses of Ohio.

SOCC OVERVIEW AND CURRENT STATUS

SOCC Overview

The SOCC is a secure and reliable facility with custom-based infrastructure providing full uninterruptable power supply (UPS) for computer systems. It was designed to solve the major electrical, mechanical and security problems common to the operation of all large data centers when it was designed and commissioned in the late 1980’s. Built to centralize state agency data centers in one location and to share technologies and operating costs, the SOCC is the largest state-owned facility of its kind in the Midwest. This facility provides security, climate control and fully redundant electrical and mechanical support systems. The facility is located on the west campus of The Ohio State University (OSU).

The SOCC is a 358,000 square foot, four story Tier III capable data center that was opened in December 1991. The facility was an example of a cutting edge data center at that time. Over the past fifteen (15) years, the SOCC’s mission has been to remain continuously operational 24x7x365. To accomplish this, many improvements to the facility have been undertaken to help ensure continued reliability and to adapt to new missions and new technology that state government is called upon to support. The State has determined that it is fiscally prudent policy to maintain the facility, with potentially greater than a one hundred year life expectancy, in top operational form and continue to make investments to keep the SOCC on the leading edge of data center design that will enhance the State’s ability to meet its mission critical requirements.

The convergence of new technology, agency missions and specialized facilities have moved the typical data center from merely a real estate asset in support of a business function to arguably one of the most valuable assets in the day to day operation and survivability of the State’s critical services to the citizens and businesses of Ohio.

The State Office of Information Technology (OIT) management team is faced with critical facility infrastructure and strategic asset management challenges. These challenges include how to consolidate use of the SOCC and consolidating other State agency data processing facilities (out of scope for this RFP) into the SOCC while leveraging the investments made in the SOCC to the fullest extent. The IT infrastructure elements of the State are strategic assets essential to the State’s business operations and continuity. These computing assets within the SOCC must be managed and leveraged to optimize use, efficiency, availability, performance and value. Computing and its impact on State operations require a greater emphasis on holistic solutions rather than compartmentalized, individual agency solutions. The leadership of the State’s CIO office has invested and moved the State’s direction strategically towards

virtual environments (facilities, servers, storage, network and other elements). This direction creates an even greater need for an updated and more modern infrastructure solution for the State.

Below are a high level set of statistics and capabilities currently available at the SOCC.

- Modern Tier III capable facility with fully redundant power, cooling and diesel generation
- 210,000 square feet raised floor space out of approximately 358,000 square feet of total usable space
- Administrative offices, conference rooms, decommissioned kitchen space and dining facilities
- Adequate on-site parking for staff, contractors and visitors
- Dual UPS systems capable of up to 50 watts/square foot for computer areas with 20 minute UPS back-up
- Air conditioning systems consisting of open and closed loop condensing systems that maintain N+2 redundancy and are expandable as computer use grows
- Real-time monitoring of all critical building systems through a computerized "building management system"
- Interior humidity control over the 210,000 square feet throughout all seasons to maintain 45% relative humidity.
- Utility power feeds to the facility for N+1 redundancy
- On-site power generation to run all building loads and computer loads with adequate fuel storage for 5 days of continuous runtime
- Exterior and interior building access control for security purposes
- Exterior and interior TV monitoring and recording for security purposes
- Smoke detection, fire suppression and emergency shutdown systems controlled through a "building management system"
- On-site mechanical shop and storage areas to conduct maintenance and repair on a 24x7x365 basis to insure continuous computer operations
- Aesthetic building and site design with green spaces to enhance the existing adjacent neighborhood

SOCC Improvements

The following is a brief timeline of the SOCC and notable investments over the life of the facility:

- 1993: Addition of numerous power distribution units and air conditioning units throughout facility due to increased computer demand;
- 1993: Installation of redundant compressed air equipment for redundancy of A/C control functions;
- 1994: New bypass valve assembly to enhance back-up water supply to SOCC in the event of a main water main break which would cause building-wide A/C shutdown;
- 1994: A rebuild of two main A/C Chillers to meet EPA regulations;
- 1995: Reconfiguration of building power distribution risers to increase scope of UPS availability to support then emerging desktop applications;
- 1996: Americans with Disabilities Act (ADA) improvements throughout facility;
- 1996: Reconstruction of the interior side of perimeter building envelope to control condensation and reduce energy costs
- 1997: Parking lot and driveway redesign to improve access to the SOCC;

- 1999: Completion of numerous building technology upgrades to accommodate Y2K compliance issues;
- 1999 & 2005: Comprehensive interior air quality testing throughout facility;
- 2000: Relocation of security office to area less vulnerable to exterior explosions and access control system updates to enhance building security;
- 2001: Addition of new exterior cabling pathways to increase data and voice communications capacity;
- 2002-2006: Relocation of agencies that used the facility to house personnel instead of supporting computer operations thus, freeing space for proper utilization;
- 2004: Increased exterior site lighting to enhance security and protect state employees and visitors;
- 2005: Addition of metal detection and x-ray scanner equipment and implementation of new procedures to create safer environment;
- 2006: Addition of new lightning protection systems to enhance TV camera reliability;
- 2006: Main telephone room expansion to accommodate additional voice and data capability;
- 2006: New exterior security enhancements including new guard booths, hydraulic vehicle barriers, landscape barrier wall, TV cameras, digital video recording equipment and an eight-foot high aluminum perimeter fence to tighten building security;
- 2006: Replacement of atrium skylight glass to prevent water intrusion, improve aesthetics and increase energy efficiency;
- 2009: UPS Battery Replacement (useful life reached, capacity upgrade);
- 2010: Replaced UPS System Management/Controls and installed 69 computer room air conditioner (CRAC) units; and
- 2011: Implemented Liebert SiteScan® Software for periodic power usage data collection.

Current SOCC Status

Commencing in June 2010, the State commissioned Top5 Inc. to perform a study of the SOCC in consideration of both then current status as well as anticipated future needs of the State. Top5 Inc. is precluded from responding as an offeror or subcontractor or assisting any offeror or subcontractor related to this RFP. The scope of the study included:

- o Identifying methods to address power shortfalls in the SOCC that were limiting or delaying the introduction of new computing projects that would utilize the facility;
- o Reviewing the utilization of the available floor space of the facility based on current administrative, personnel and computing functions;
- o Analyzing power utilization in light of anticipated future needs, statewide facilities consolidation, the potential for local government use as well as significant upgrades to supercomputer capacity by one of the tenants (the Ohio Supercomputer Center) within the facility;
- o Reviewing the adequacy of cooling with respect to the aforementioned possibility of increased use and in light of the State's continued migration from mainframe-based computing (when the facility was designed) to distributed virtual systems (currently and for the foreseeable future); and

- Investigating the potential for the creation of a designated disaster recovery site for the State to support continuous operations of State functions in the event of a service outage affecting the SOCC.

High Level SOCC Challenges and Proposed Solutions

The following is a high level summary of the recommended solutions with proposed activities to current challenges facing the facility resulting from the study. The State, as a result of this RFP seeks to implement the following recommendations:

General/Policy

- Develop a master inventory of SOCC devices and supported applications and associate criticality profiles for each for purposes of power design as well as onward disaster recovery solutions; in addition to power design and disaster recovery solutions, this inventory must be consistent with the requirements of, and support, ITS-SEC-02 security policies;
- Implement building power monitoring functions and corresponding procedures and controls to drive a more efficient use of power facility-wide;
- Enhance building use policies and procedures to ensure that tenant requirements are designed to utilize the facility in an efficient and cost effective manner while meeting the operational and reliability needs of tenants;

Power Utilization and Upgrades

- Implement profile-based power (e.g., N, N+1) according to systems criticality and risk profile as opposed to current “N+1” for all model;
- Increase the UPS and commercial power feed to the facility by 4-7 MW to support statewide data center consolidation, future projects, additional Supercomputer functions as well as the potential to host/augment local government computing functions;

Cooling Efficiency and Capacity

- Move to an open-space, secure caged environment and away from current suite based “condominiums” to increase the overall efficiency of HVAC throughout the facility;
- Centralize State computing equipment on a single floor or wing in the facility to minimize cooling of unused space;
- Investigate upgrades to chilling towers to augment cooling capacity of the facility. Cooling is not considered a significant issue under the State’s current operating model, however higher computing densities anticipated in the future may require cooling upgrades;
- Implement hot/cold aisle containment and/or water cooling functions for Supercomputing applications, particularly in light of significant upgrades to the Ohio Supercomputing Center (OSC) function;

Reduction of Non-computing & Administrative use of the facility

- Relocation of all State computing equipment to a single floor (the 2nd floor is considered optimal) of the SOCC;
- Relocation of non-essential SOCC based personnel (approximately 400 total, of which 50-75 are considered essential) either to the 4th floor or preferably to alternate office location(s) in Columbus; and
- Elimination or reduction of non-computing uses of the facility inclusive of file storage, surplus computing, State records and other detritus.

Based on this study, and under careful consideration of the IT infrastructure needs of the State going forward, a strategy has been developed to remediate the SOCC, leverage the facility as the foundation for consolidation of IT infrastructure services, relocate agency computing functions from disparate statewide facilities to the SOCC (out of scope for this RFP) and modernize IT infrastructure operational processes and procedures associated with the ongoing management of the computing functions within the facility.

Core Strategy and Objectives

The State has developed the following core strategy and fundamental objectives with respect to the SOCC:

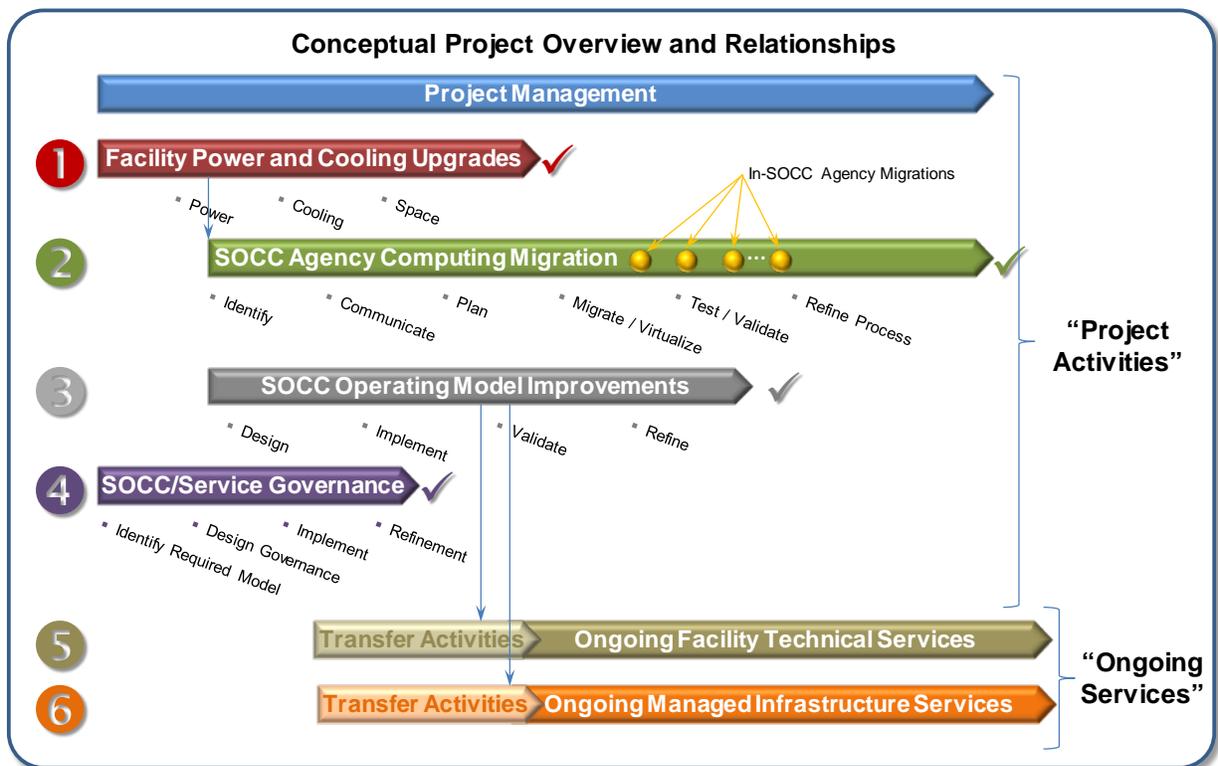
1. **Remediate and modernize** the SOCC and increase the available power (protected and non-protected) while ensuring that cooling capacity is sufficient to support significantly higher compute densities than were envisioned when the facility was designed and commissioned;
2. **Return the building to a “primary computing” center** for the State while minimizing personnel access and non-computing uses of the facility;
3. **Migrate all State distributed computing functions to the SOCC** from existing agency data centers (currently more than 32 of such centers exist) to the SOCC and decommission non-SOCC based centers (out of scope for this RFP);
4. Support the OSC’s existing operations and anticipated upgrades to their requirements in conjunction with a recent grant application;
5. **Implement modern, contemporary computing processes and procedures for the facility** to help ensure that the facilities capabilities are contemporary with State use in the future and that the computing functions within the facility are operating at as high an efficiently level (with respect to power consumption, space, cooling, and overall cost of computing) as is practical and possible;
6. **Implement a shared computing environment for State computing** assets that leverage existing virtual cloud computing capabilities, introduce private storage and data management cloud(s) and reduce the State’s overall computing, data and voice networking footprint as it relates to the SOCC;
7. **Implement “lights out” remote computing** models that do not require extensive physical access to computing devices or the facility to maximize the available networking, power, space, cooling and security capabilities of the facility for computing purposes as opposed to mixed use (personnel, storage and computing) inherent in the current SOCC operating model;
8. **Identify other State and Local Government based computing uses/needs for the facility** and determine the feasibility of occupancy in the SOCC as opposed to these State/Local entities sourcing independent solutions. At this time, there seems to be nascent interest in State/Local Governments from groups as diverse as: the Ohio State University, the Ohio Medical Board, K-12 Education and other groups across the State;
9. Once State and Local Government needs are met, **identify and potentially solicit interest from commercial customers that a Columbus area data center presence would be attractive to** (perhaps with a Strategic Partner) to leverage unused space and capacity in the facility while driving revenue to the State that is designed to reduce the overall cost to the State associated with operating the facility. Additional example uses may include small business, technology incubation (particularly in conjunction with OSC); and
10. Accomplish all of the above with **minimal service disruptions to State government** operations and service to the Ohio public and businesses across the State.

Overview of Scope of Work and Summary Work Area Descriptions

Based on review of the current capabilities of the SOCC, the State's IT Statement of Direction, and current and future uses of the SOCC, the State is seeking a service provider to design, implement and operationalize the required changes to the SOCC. In addition to project management, the State anticipates the following six fundamental Work Areas to be delivered as an integrated project:

1. Facility Power and Upgrades;
2. Agency Computing Migration;
3. SOCC Operating Model Improvements and SOCC Managed Service;
4. SOCC and Service Governance;
5. Ongoing Facility Technical Services; and
6. Ongoing Managed Infrastructure Services.

The following is a **conceptual** project overview that groups major Work Areas and shows basic high level relationships between the major elements of the project and ongoing services. Work Areas 1-6 do not represent a required sequence for completion of the Work to be performed. Offerors may propose approaches, phasing strategies and sub-phases that re-prioritize Work Areas. Additionally, offerors may propose additional activities or activity areas that, based on their experience and expertise, are designed to maximize the business benefit (e.g., shorten timescales, drive realization of benefits earlier than planned, reduce dependencies or constraints, reduce risk, offer an enhanced operating environment, etc.) of the Work to the State. Notwithstanding refined or enhanced Proposals based on this conceptual project overview, offerors must fulfill all requirements, responsibilities, identified activities, deliverables and work products contained herein.



The Conceptual Project Overview and Relationships diagram contained in this section is to convey, in its simplest form, the overall project elements and general relationships and timing of the requirements of the State. Offerors are to develop specific project approaches, work plans, resource models, dependencies and other items as part of their proposal response. In general, the State believes that addressing the facility's power shortfalls is an essential "first step" in more effectively utilizing the facility. In addition, due to the longstanding multi-tenant "condominium" governance model and the move to a centralized

provision of Infrastructure, addressing governance considerations early in the process may be advantageous to the overall project.

In this RFP each Work Area will be described in detail to convey the State's anticipated scope of the required work as well as to highlight key timing, dependencies and interrelationships of the work contained in this RFP. These specific work requirements, activities, deliverables and work products will be discussed in sections 4.0 – 12.0 of this RFP.

In addition to the project-related activities outlined above, the State requests offerors to submit as part of their proposals to offer ongoing SOCC Operating Managed Service and Facility Technical Services that are designed to operate on an ongoing basis. The required services are described in more detail in sections 8 and 9 of this RFP. The offeror Proposals in this area should leverage the project outcomes from Work Areas 1 through 4 and are therefore closely related from an overall delivery perspective. Offerors are to note that the existing building management contract, which is currently under contract with C.B. Richard Ellis (CBRE), is scheduled to expire on or about June 30, 2013. Therefore, offeror Proposals must relate to assuming facility technical services (as described in section 9 of this document) and accommodate an orderly transition of services from CBRE to ensure overall continuity of facility technical services effective July 1, 2013.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. 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's 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 Work 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.

The following is an outline of the planned sequence of events, timing, due dates and materials that will be provided to offerors pertaining to this RFP. Offerors are to pay particular attention to Mandatory Requirements response period closing dates.

The RFP process has been designed with two (2) steps or response periods: 1) Mandatory Offeror Qualification Responses and 2) Technical and Cost Responses.

Due to the critical and sensitive nature of State operations at the SOCC, and in reference to Section [149.433](#) of the Ohio Revised Code (ORC) pertaining to security and infrastructure records, additional materials and information for offerors that submit a timely Mandatory Offeror Qualification Response and demonstrate meeting the mandatory requirements ("Qualified Offerors") will be made available to those offerors via a combination of Document Libraries, a SOCC Tour and Walkthrough and the Inquiry process.

The State reserves the right to modify or adjust this calendar as appropriate and will notify offerors in the event of an adjustment to this schedule. All dates are 2012 unless otherwise noted.

Key Dates are shown in **boldface** below as they pertain to Proposal submissions and mandatory participation for Qualified Offerors. The dates in the table below are firm unless designated as an estimated date.

Date	Audience	Item	Additional Materials or Information
March 9	All Prospective Offerors	Release of RFP	▪ none
March 9	All Prospective Offerors	General Inquiry Period Begins	▪ State posts responses to vendor questions during inquiry process
March 26	All Prospective Offerors	Pre-Proposal Conference	▪ General Overview of RFP and Business Objectives ▪ General Q/A Period Pertaining to RFP
April 2 @ 1 pm	All Prospective Offerors	Mandatory Offeror Qualification Response Due	▪ Offerors to provide a response for step 1 of the RFP process, which is to qualify offerors that meet the RFP mandatory requirements

Date	Audience	Item	Additional Materials or Information
April 2 through April 6 (estimated)	State Evaluation Team	Evaluation of Compliance with Mandatory Requirements	<ul style="list-style-type: none"> Offerors are to be prepared to respond to State inquiries, clarifications and confirmation of qualifications and references
April 9 (estimated)	All Responding Offerors	Notification of Compliance/Non-Compliance with Mandatory Requirements	<ul style="list-style-type: none"> Qualification Communication from State including logistics for SOCC Tour and Walkthrough
The following section is for Qualified Offerors Only, non-qualified offerors will not participate in this process.			
April 16	Qualified Offerors Only	Mandatory SOCC Tour and Walkthrough/Document Library	<ul style="list-style-type: none"> General Overview of RFP and Business Objectives SOCC Facility Tour (mechanical) SOCC Facility Tour (suites, floors and current configuration) High Level Overview of Document Library Procedures to Review Document Library General Q/A Session Pertaining to RFP
May 4 @ 8 am	Qualified Offerors Only	Inquiry Period Ends	n/a
May 10 @ 4 pm	Qualified Offerors Only	Document Library Closes	n/a
May 14 @ 1 pm	Qualified Offerors Only	Technical and Cost Responses Due	<ul style="list-style-type: none"> Offerors to provide Technical and Cost Responses for step 2 of the RFP process that meet RFP requirements

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 ten 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 | Work 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 | Offeror Profile Summary |
| Attachment Eight | Sample Lease Agreement |
| Attachment Nine | Standard Affirmation and Disclosure Form Executive Order 2011-12k |
| Attachment Ten | Scoping and Sizing Statistics: Implications of Statewide Infrastructure Consolidation |
| Attachment Eleven | Cost Summary |

Supplements:

- | | |
|------------------|-------------------------------------|
| Supplement One | W-9 Form |
| Supplement Two | Project Requirements |
| Supplement Three | Cloud Computing Guidelines Document |
| Supplement Four | SOCC Policy Receipt Acknowledgement |

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Mr. Eric Glenn, Sr.
Department of Administrative Services
Office of Information Technology
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "Work Representative") will represent the Department of Administrative Services, Office of Information Technology and be the primary contact for the Work. The State will designate the Work 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's Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "**Find It Fast**";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and
 - Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

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

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

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But 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.

Effective April 16, 2012, the inquiry process will be limited to only Qualified Offerors as determined by the State. Inquiries from offerors that are not Qualified Offerors as determined by the State should not be submitted and will not be addressed as described herein.

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on March 26, 2012, at 9:00 a.m., in the Lobby Hearing Room of the Rhodes State Office Tower building, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. The State will not allow alternate dates and times for the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not mandatory.

Mandatory SOCC Tour and Walkthrough. For Qualified Offerors only, the State will hold a SOCC Tour and Walkthrough on April 16, 2012 at 1:30 p.m., at the SOCC, 1320 Arthur E. Adams Drive Columbus, Ohio 43221. The purpose of the tour and walkthrough is to allow Qualified Offerors an opportunity to assess the current state of the facility's technical and mechanical (power, UPS/Diesel, Cooling, etc.) capabilities required for submission of a Proposal. Additionally, following the tour and walkthrough, Qualified Offerors will be afforded an opportunity to ask questions arising from their tour and walkthrough of the SOCC facility. SOCC visitors must have a valid driver's license or other valid government-issued photo ID to enter the facility. The State will not allow alternate dates and times for the SOCC Tour and Walkthrough.

Attendance at the SOCC Tour and Walk Through is mandatory for only those offerors qualified by the State during the RFP process.

Pertaining to the **Mandatory SOCC Tour and Walk Through (full day)** in the schedule, offerors are to note:

- Participation is **Mandatory for all Qualified Offerors** who wish to submit a response to this RFP;
- Qualified Offerors who do not participate in this **Mandatory SOCC Tour and Walk Through** will be **disqualified** from further participation, and from submitting Technical and Cost responses to this RFP;
- The scheduling of this date has been **fixed and no additional provisions will be made** to afford offerors the information provided during this tour and walkthrough, unless the date is revised via an amendment;
- Qualified Offerors must attend in person with at least one (1) offeror representative;
- Qualified Offerors may not send more than three (3) offeror/subcontractor representatives to the event, but no more than two (2) offeror/subcontractor representatives will be permitted to participate in the SOCC Tour and Walkthrough portion of the event;
- All three (3) representatives may participate in the general Q&A session following the actual SOCC Tour and Walkthrough;
- Due to the technical nature of the tour and walkthrough, the State suggests that Qualified Offerors designate Data Center Facilities and Computing Infrastructure/Migration expert(s) to participate in the tour and walkthrough;
- The SOCC Facility Mechanical tour and walkthrough (e.g., power, HVAC, distribution, UPS/Diesel, cooling tower and the like) will be conducted by the current building management firm, CBRE. All other elements of the tour and walkthrough (networking, telecommunications, suites, building features, etc.) will be conducted by State personnel;
- All Qualified Offeror representatives must provide a valid form of Identification (generally a State issued Photo ID, Driver's License or Passport is acceptable) and be subject to a security scan upon entering the facility;
- Photography of the interior of the SOCC, or reproduction of any materials provided as part of the tour and walkthrough is prohibited.

Document Library. The following items will be made available for general review during the SOCC Tour and Walkthrough. Due to the nature of these documents, all are considered protected under ORC 149.433 and therefore must be reviewed onsite and not duplicated or reproduced under any circumstances:

The library contains materials that are relevant to the Project but due to their nature cannot be included as part of this RFP. A complete listing of the contents of the Procurement Library is below.

Materials in the Procurement Library will be open to all prospective qualified offerors for review by appointment only. The State will maintain the Procurement Library during the inquiry period. Prospective qualified offerors who wish to view the materials in the Procurement Library may schedule an appointment with the following person:

Mr. Ed Razler
Department of Administrative Services
30 East Broad Street, 39th Floor
Columbus, Ohio 43215
(614) 644-8008

Appointments will be scheduled at mutually convenient times during the hours of 9:00 a.m. – 4:00 p.m., Monday through Friday. State personnel will monitor the review of Document Library contents, but State personnel will not be available to answer questions on the content of the RFP, content of documents in the Document Library, or technical questions regarding the Project at the appointment. All questions must be submitted using the Inquiry process described in the RFP.

A qualified offeror will be allowed up to three appointments to view documents in the library. Each appointment will be limited to a maximum of three hours. To access the library, prospective qualified offeror personnel must provide their name and the prospective qualified offeror names, address, and business telephone.

The State may reject the Qualified Offeror's Proposal if it is determined that a representative of the Qualified Offeror, including the proposed subcontractor(s), violates the requirements for accessing and reviewing the contents of the Document Library, which include confidential State information.

SOCC and SOCC Facilities Management Information

- Maintenance records, operating manuals and blueprints for the State.
- Most Recent Documented thermographic study of all electrical distribution systems
- Current Standard Operating Procedures (SOP) manual describing the policies and procedures for the SOCC
- SOCC Tenant Handbook describing the services available to tenants, the building rules and regulations and a listing of building contacts and telephone numbers
- Data Stream response system for acting upon or resolving tenant complaints and requests for service
- Results of recent interior air quality tests
- Existing building wiring maintenance plan
- Current Inventory of Power Equipment (UPS and non-UPS based)
- Current SOCC building plans. (Blueprints, floor lay out, network/wiring diagram, duct work).
- Historical Limited General Construction Spend and Actions
- Plumbing and maintenance records
- Current facility disaster recovery plan

Recent SOCC Studies and Analyses

- Top 5 Inc./Avetec SOCC Assessment and Detailed Review documents (Summer 2011)
- Proposed SOCC Reconfiguration Drawings and Floorplans
- Fall 2009 SOCC Energy Audit – Energent Solutions F/B/O State Architects Office
- Current Tenant PDU Usage Report (rolling 12 month usage)

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

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

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

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

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

Proposal Submittal. Offeror’s Proposals will be submitted as three separate responses on two different dates. For Step 1 of the RFP process, each offeror must submit a Mandatory Offeror Qualification Response before the opening time on the due date for the Mandatory Offeror Qualification Response. The Proposal submission process begins with offerors submitting the Mandatory Offeror Qualification Response to demonstrate its ability to meet the RFP’s mandatory requirements. The package containing the Mandatory Offeror Qualification Response must be sealed and contain one originally signed Mandatory Offeror Qualification Response and ten copies of the Mandatory Offeror Qualification Response. Further, the offeror must mark the outside of the package with “SOCC REMEDIATION, OPERATIONS AND IMPROVEMENTS PROJECT RFP – Mandatory Offeror Qualification Response.”

In this RFP the terms “Mandatory Offeror Qualification Proposal”, “Mandatory Offeror Qualification Response” and other similar variants shall mean the qualifications of the offeror and, if applicable, the subcontractor proposed to meet the mandatory requirements by the offeror in response to this RFP.

After the State completes evaluation of each Mandatory Offeror’s Qualification response, only offerors meeting the mandatory requirements as determined by the State must attend the mandatory SOCC Tour and Walkthrough and will be eligible to submit technical and cost responses as part of its total Proposal before the opening time on the Proposal due date. Offerors must submit their technical response as a separate package from the cost summary of its Proposal, and each response must be submitted in its own separate, opaque package on the date identified in the Calendar of Events. The package with the technical response must be sealed and contain one originally signed technical response and ten copies of the technical response, and the package with the cost summary also must be sealed and contain three complete copies of the cost summary for the Proposal. Further, the offeror must mark the outside of each package with either “SOCC REMEDIATION, OPERATIONS AND IMPROVEMENTS PROJECT RFP – Technical Response” or “SOCC REMEDIATION, OPERATIONS AND IMPROVEMENTS PROJECT RFP – Cost Summary,” as appropriate.

In this RFP the terms “Cost Proposal”, “Cost Response”, “Cost Summary”, “Cost Summary Template”, “Cost Summary Form” and other similar variants shall mean the costs proposed by the offeror in response to this RFP.

In this RFP the terms "Technical Response", "Technical Proposal" and other similar variants shall mean the technical solution proposed by the offeror in response to this RFP.

Included in each sealed package (the Mandatory Offeror Qualification Response, Technical Response and Cost Summary), 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 any section of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

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

Department of Administrative Services
I.T. Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP 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 it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

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

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

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

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

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

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

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

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

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

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. Additionally, the State 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 Work 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 State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it 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 unless the Proposal is rejected. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel with subject matter expertise or an interest in the Work. 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. The State has retained the services of Top5 Incorporated to assist with initial analyses of the SOCC, formulation of high level strategies, development of certain elements of this RFP and to advise the Evaluation team, as needed. Additionally, Government Consulting Resources, Limited (GCR, Ltd.) is assisting with RFP development and will be available to advise the Evaluation team, as needed. Both Top5 Incorporated and GCR, Ltd. have no relationship with

any offeror as it pertains to supporting Proposals, and if a Contract is awarded as a result of this RFP, Top5 Incorporated and GCR, Ltd. agree not to contract or sub-contract with any Contractor as a result of this RFP.

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

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

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

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

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

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

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But 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 the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But 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 price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

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

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

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

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

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

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

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

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

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.

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.

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

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

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

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

PART FIVE: AWARD OF THE CONTRACT

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

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify 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 must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. 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 Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

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

The following general concepts provide additional information related to offerors demonstrating their qualifications to meet the mandatory requirements of the RFP:

- All mandatory requirements must be met either by the offeror or via a subcontractor when permitted. All projects or experience described to demonstrate meeting a mandatory requirement must be able to be verified by the State by contacting the client contact provided on the applicable Offeror Profile Form.
- Subcontractors must be identified within the offeror’s Proposal and will be evaluated as part of the qualification process (Mandatory Requirements Evaluation). The table below indicates which mandatory requirements must be met by only the offeror and which mandatory requirements may be met by either the offeror or a proposed subcontractor. Mandatory requirements that may be met by a subcontractor contain a checkmark in the column entitled “Qualification may be Attained via Sub-Contractor.” Due to the nature and scope of the work, a pool of sub-contractors is permitted to be proposed to address designated qualification requirements.
- Use of MBE and EDGE vendors is encouraged.
- Mandatory requirements may be met by project engagements performing work for private, public companies or State/Federal governments. Each mandatory requirement is considered unique.
- A single project engagement may be used by the offeror to demonstrate meeting multiple mandatory requirements. No single project engagement is required to meet all mandatory requirements. However, via a composite of profile project engagements demonstrating experience presented by the offeror and subcontractors (as permitted) all mandatory requirements must be met.
- Should an offeror have gained the required experience across a multiplicity of clients to gain mandatory experience levels, the smallest referenceable unit shall be 500 devices. For example, as requirement #6 below requires 1,000 devices moved successfully, two (or more) individual client moves to a single data center as part of a move project are acceptable, provided each client moved at least 500 computing devices (servers, storage and networking). In the case of a client with multiple smaller locations (e.g., 3 data centers with 500 devices each) a project to centralize all 1,500 devices (from the perspective of the “receiving” data center) are allowable. In this instance, as no single site could attest to meeting the 1,000 device requirement, the offeror is required to provide verifiable evidence as to meeting this requirement.

Requirement Number	Area	Mandatory Qualification Requirement	Offeror Must Have this Requirement	Qualification may be Attained Via Sub-Contractor	Accept	Reject
		For Mandatory requirements 1 through 8 and 10, all demonstrated experience must have been implemented or completed within the last 36 months; This mandatory 36 month timeframe does not apply to requirements 9, 11 and 12.				
1	Data Center Power Design and Retrofit Experience Offeror or subcontractor must have full lifecycle (i.e., design, specification, procurement, installation and integration) experience for implementing a power upgrade of at least 1 MegaWatt (MW) of protected (i.e., battery, diesel, fuel cell or similar continuous) power in a commercial (public or private) data center.			✓		
2	Data Center Cooling Assessment and Remediation Experience Offeror or subcontractor must have successfully completed a project to assess air to air cooling capabilities including the recommendation and full lifecycle implementation of at least 1,000 tons cooling capacity upgrade including one or more of air to air,			✓		

Requirement Number	Area	Mandatory Qualification Requirement				
		Offeror Must Have this Requirement	Qualification may be Attained Via Sub-Contractor	Accept	Reject	
	water cooled racks, cooling containment, or hot/cold aisle containment as part of retrofitting an existing commercial (public or private) data center					
3	Tier III Data Center Design & Implementation	✓				
	Offeror must have demonstrated experience designing, implementing and operating or offeror has demonstrated experience maintaining an Uptime Institute Tier III Concurrently Maintainable Data Center for commercial (public or private) use.					
4	Computing Device Migration	✓				
	Offeror must have demonstrated experience in the planning, design and implementation of a commercial (public or private) data center device migration inclusive of distributed computing servers (Microsoft® Windows™, Unix (any variant) or Linux), associated storage (SAN and NAS), tape or virtual tape libraries, Data Center Networking (connectivity and security) of at least 500 computing devices within a single logical migration (i.e., for at least one client or business unit).					
5	Virtualization Implementation	✓				
	Offeror must have demonstrated experience in the analysis, specification, design and implementation of virtualization (physical to physical and virtual migration) utilizing the VMWare suite to virtualize no less than 1,000 physical hosts supporting live end-user applications regardless of final virtualization ratio outcomes.					
6	Data Center Move / Consolidation	✓				
	Offeror must have demonstrated experience in the project management and implementation of at least one data center move of no less than 1,000 computing devices (servers, storage and networking) from one (or set of) site(s) to another and the consolidation of at least two computing sites of at least 500 computing devices per site to a single consolidated commercial (public or private) data center.					
7	Computing Help Desk Tool Implementation		✓			
	Offeror or subcontractor must have demonstrated experience in the specification, implementation and operation of an end-user Levels 1 through 3 help desk software package toolset (i.e., initial user interaction through and including technical incident resolution) with coverage of ITIL v3 compliant processes (Service Design, Transition and Operation).					
8	Computing Help Desk Consolidation Experience	✓				
	Offeror must have demonstrated experience in the consolidation of commercial (public or private) computing help desks inclusive of end-user computing, networking, security and computing infrastructure from at least 5 sites or business units providing services to a minimum of 1000 users into a centrally provided service.					
9	Data Center Facility Technical Management Services		✓			
	Offeror or subcontractor must have demonstrated experience in the facilities operation inclusive of space planning, HVAC and Fire Suppression, power and cooling distribution and load balancing of a commercial (public or private) multi-tenant Tier III capable data center of at least 30,000 square feet in total computing space with at least 3MW of total power.					
10	ITIL Process Design and Implementation	✓				
	Offeror must have demonstrated experience in the training design, training rollout and post-training implementation of ITIL v3 data center processes (Service Design, Transition and Operation). This experience must include a baseline organizational assessment,					

Requirement Number	Area	Mandatory Qualification Requirement For Mandatory requirements 1 through 8 and 10, all demonstrated experience must have been implemented or completed within the last 36 months; This mandatory 36 month timeframe does not apply to requirements 9, 11 and 12.	Offeror Must Have this Requirement	Qualification may be Attained Via Sub-Contractor	Accept	Reject
	process change model, training and implementation of operational processes within the scope of Infrastructure Services (i.e., data center facility, networking, security, servers and storage and related help desks).					
11	Data Center Managed Services Experience		✓			
	<p>Offeror must have demonstrated experience in the successful provision of service and ongoing operations of a multi-tenant or multi-business unit data center that provides 24 hour x 365 day continuous Infrastructure services (i.e., data center facility, networking, security, servers and storage and related help desks) that comply with all of the following attributes:</p> <ul style="list-style-type: none"> ▪ North American Headquarters and Data Center Facilities Presence ▪ Experience with secure data handling (e.g., HIPAA, PCI, PII, ITAR) ▪ Providing DCO (data center outsourcing) or IO (Infrastructure Outsourcing) services for at least one of the following: a Fortune 200 company, a top 20 State (by Revenue) or any Federal Government Agency or Department with more than 10,000 employees. DCO or IO services are for distributed computing environments servicing in excess of 10,000 end-users via the Managed Service and support no less than 2,500 computing devices (servers, storage, and networking) within the Managed Service. 					
12	Prior Experience Working with Proposed Subcontractors		✓	✓		
	<p>For purposes of single source contracting associated with an integrated agreement following the RFP process, all offerors and subcontractor(s) must have worked together on a similar project that meets the requirement within the preceding five (5) years in order to meet the qualification OR via the use of a qualified Ohio based sub-contractor. Not required if the offeror does not propose any subcontractors and should be marked as “not applicable” or “N/A”.</p>					

The State acknowledges that due to the criticality, security and confidentiality of Data Center work, many clients of offerors may have confidentiality considerations that must be adhered to. **See Attachment Three – Offeror Profile Summary** for additional guidance regarding the use of confidential client references.

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

Scored Criteria	Weight	Not Compliant	Complies with Exceptions	Compliant	Complies w/ Improvements
Offeror Requirements	10%				
Offeror Profile	2%	0	2	5	7
Staffing Plan	5%	0	2	5	7
Project Plan	3%	0	2	5	7
Offeror Scope of Work Response					
5.0 Project Management Requirements	3%				
5.3 Mobilization Effort	0.5%	0	2	5	7
5.4 Kickoff Meeting	0.5%	0	2	5	7
5.5 Project Plan Development and Management	1%	0	2	5	7
5.8 Project Communications	1%	0	2	5	7
6.0 Work Area 1: Facility Power and Cooling Upgrades	20%				
6.4 Tenant/Agency Communications and Coordination	4%	0	2	5	7
6.5 Provision and Usage of an Un-Protected Power Source	3%	0	2	5	7
6.6 UPS – Uninterrupted Power Enhancements	6%	0	2	5	7

6.7 Air Conditioning and Chiller Enhancements	1%	0	2	5	7
6.8 Facility Controls and Management Enhancements	2%	0	2	5	7
6.9 Facility Cooling Efficiency Enhancements	2%	0	2	5	7
6.10 Facility Processes and Documentation Enhancements	2%	0	2	5	7
7.0 Work Area 2: SOCC Agency Computing Migration 20%					
7.2 2nd Floor Physical Redesign Activities	1%	0	2	5	7
7.3 Implementation of 2nd Floor Improvements	2%	0	2	5	7
7.4 Detailed Migration Planning Tasks	2%	0	2	5	7
7.5 Agency Communications and Readiness Activities	2%	0	2	5	7
7.6 Physical Environment Migration Execution	3%	0	2	5	7
7.7 Virtual Migration Execution	2%	0	2	5	7
7.8 Migration Testing and Validation	2%	0	2	5	7
7.9 Agency Validation Testing Support	2%	0	2	5	7
7.10 Consolidation of SOCC Network Management Centers & Functions	2%	0	2	5	7
7.11 Migration to Production Steady State Operations (Managed Service)	1%	0	2	5	7
7.12 Computing Infrastructure Migration Process Refinement and Doc.	1%	0	2	5	7
8.0 Work Area 3: SOCC Operating Model Improvements 15%					
8.1-8.4 Design and Implementation of ITIL Processes, Organization, Personnel	2%	0	2	5	7
8.5 Training Delivery, Knowledge Transfer and Change Management	1%	0	2	5	7
8.7 Implementation of Design Services	2%	0	2	5	7
8.8 Design/Implement Ongoing Steady State Run Services	2%	0	2	5	7
8.9 Design/Implement Non-Discretionary Services	1%	0	2	5	7
8.10 Solution Documentation	1%	0	2	5	7
8.11 Quality Assurance	2%	0	2	5	7
8.12 Service Desk Design and Implementation	2%	0	2	5	7
8.13 IT Infrastructure Management Services (Design/Implement)	2%	0	2	5	7
10.0 Work Area 4: SOCC and Service Governance 2%					
10.2 Implementing Roles and Responsibilities for SOCC Services	0.5%	0	2	5	7
10.3-10.5 Designing and Implementing Service Management/Oversight	1.5%	0	2	5	7
8.0, 9.0 and 11.0 Work Areas 5 and 6: Ongoing Facility Technical Services and Ongoing Managed Infrastructure Services 30%					
8.7-8.13 Ongoing Steady State Run Services	15%	0	2	5	7
9.0-9.24 Ongoing Facility Technical Management Services	10%	0	2	5	7
11.0-11.12 Service Level Agreement (Implementation and Compliance)	5%	0	2	5	7

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

Technical Proposal Points = (Offeror's Technical Proposal Points/Highest Number of Technical Proposal Points Obtained) x 700

The offeror proposing the best Cost Proposal Value according to the cost analysis will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Best Cost Proposal Value} / \text{Offeror's Proposal Value}) \times 300$$

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

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

Evaluation Methodology. All Cost Proposals will be evaluated using a discounted cash flow (DCF) methodology, assigning a current value to each Cost Proposal based on the future cash inflows and outflows adjusted for time value. The discount rate (interest rate) to be used will be the same for all Proposals and will be a rate that is appropriate for the State. All real inflows and outflows of cash generated by the Proposals will be considered as well as the timing of when the State can begin to recognize cost savings from the current cost of operations which are affected by this project.

The basic formula for the purposes of this cost analysis will be:

Total Free Cash Flow =

$$\frac{FCF_1}{(1+r)^1} + \frac{FCF_2}{(1+r)^2} + \dots + \frac{FCF_n}{(1+r)^n}$$

Where:

FCF – Free Cash Flow to the State will consider the negative flow from the annual costs associated with the Project Services (Work Areas 1-4), the negative annual flow from the costs associated with the Ongoing Facility and Managed Infrastructure Services (Work Areas 5 and 6), the positive flow from the income to the State for the lease of the SOCC 3rd floor for Contractor use. The FCF will also factor the positive impact of the monthly cost savings which accrue to the State once the SOCC transition is complete.

r – Discount rate applicable to the State

n – Time in years

The Proposal Value equals Total Free Cash Flow for project services (Cost Area 1, which pertains to Work Areas 1-4 addressed by sections 5, 6, 7, 8 and 10 of Supplement 2) plus Total Free Cash Flow for ongoing services (Cost Area 2, which pertains to Work Areas 5-6 addressed by sections 8, 9 and 11 of Supplement 2) less Cash Inflows Resulting from SOCC 3rd Floor lease by Contractor from State (Cost Area 3).

The following is an **illustrative example** of the factoring and apportionment of the 300 available cost points. Offerors are not to infer any cost expectations of the State based on the values provided in the example.

Offeror 1	Offeror 2	Offeror 3
<i>Project Elements (Cost Area 1)</i>		
Analyzed FCF Cost \$8M	Analyzed FCF Cost \$12M	Analyzed FCF Cost \$19M
<i>Ongoing Facility and Managed Infrastructure Service (Cost Area 2) – estimated 10 Year Term</i>		
Analyzed FCF Cost \$100M	Analyzed FCF Cost \$115M	Analyzed FCF Cost \$122M
<i>Less Cash Inflows Resulting from SOCC 3rd Floor lease by Contractor from State (Cost Area 3) – estimated 10 Year Term</i>		
Analyzed FCF Lease Payments \$90M	Analyzed FCF Lease Payments \$120M	Analyzed FCF Lease Payments \$100M
Resultant Net Offer (Sum of all items above, factored for cash flow)		

Offeror 1	Offeror 2	Offeror 3
$\$8M + \$100M - \$90M = \mathbf{\$18M}$	$\$12M + \$115M - \$120M = \mathbf{\$7M}$	$\$19M + \$122M - \$100M = \mathbf{\$41M}$
Therefore the best offer would be determined to be \$7M from Offeror 2		
<i>Points Apportionment:</i>	<i>Points Apportionment:</i>	<i>Points Apportionment:</i>
$300 \times (\text{Best Offer of } \$7M) / \mathbf{\$18M}$ = equals 116.6 Cost Points	$300 \times (\text{Best Offer of } \$7M) / \mathbf{\$7M}$ = equals 300 Cost Points	$300 \times (\text{Best Offer of } \$7M) / \mathbf{\$41M}$ = equals 51.2 Cost Points

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

Scope of Work. The Scope of Work, Contractor Responsibilities and Deliverables are contained in Supplement Two.

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 State's authorization of payment does not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the project is conditioned upon successful completion of the Work.

To assist the State in complying with the identified Deliverable review periods defined in the approved Project Plan throughout the Contract term, and in advance of the submission of the final Deliverable for State approval, the Contractor shall create: (i) a deliverable summary which at a minimum shall be the intended table of contents for the Deliverable; (ii) preliminary drafts of the contents of the Deliverable for discussion with the State; (iii) assumptions, open items and other incomplete data that may influence the final contents of the Deliverable; (iv) a draft Deliverable in advance of the final Deliverable submission date and if the Contractor deems necessary a verbal walkthrough of the Deliverable in its draft state inclusive of items (i), (ii) and (iii).

The Contractor's Fee Structure. The Contract award will be for a fixed fee amount, payable in accordance with the schedule below:

Project Activities	Payment
Cost Area 1: SOCC Remediation and Operating Improvements Project Services	Monthly as agreed to in the Contract (See Cost Summary)
Cost Area 2: Ongoing Facility and Managed Infrastructure Service	Monthly as agreed to in the Contract (See Cost Summary)
Cost Area 3: Lease of the SOCC 3rd Floor (Optional)	Monthly offset or reduction of State Payments to Contractor as agreed to in Contract (See Cost Summary)
Cost Area 4: Termination Charge Schedule	Upon Acceptance
Cost Area 5: Additive/Reduced Monthly Recurring Charges	Monthly as agreed to in the Contract (See Cost Summary)
Cost Area 6: : Infrastructure Resource Rate Card	When utilized, Upon Acceptance of Defined Deliverables or Time and Material Services invoiced Monthly

Upon completion of the defined events or acceptance of deliverables, the Contractor may submit an invoice according to the payment schedule identified above.

Reimbursable Expenses. None.

Bill to Address. Office Information Technology Business Office
30 East Broad Street, 39th Floor
Columbus, OH 43215

Location of Data. The Contractor must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the offeror has not submitted an appropriate certification representing that it will ensure that all work on the Project will be done in the United States and all State data will remain in the United States.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. This RFP requires each offeror to address RFP requirements in two major steps. The first step is for the submission of the Mandatory Offeror Qualification Response and the second step is for the Qualified Offerors to submit Technical and Cost Responses.

Step 1 Mandatory Offeror Qualification Response

Each Response must include sufficient data to allow the State to verify the offeror's claims of meeting the RFP's mandatory requirements. Each Response must address every mandatory requirement described in Attachment One, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's mandatory requirement and agreeing to comply may be an unacceptable response and may cause the Response to be rejected.

These instructions describe the required format for a responsive Proposal. An identifiable tab sheet must precede each section of the Mandatory Offeror Qualification Response, and each Response 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 Response.

Each Mandatory Offeror Qualification Response must contain the following tabbed sections.

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Profile Summary Forms (for Mandatory Requirements)

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

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

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

Offeror Certification Form. The offeror must complete Attachment 6, Offeror Certification Form.

Offeror Profile Summary Forms (for Mandatory Requirements). This RFP includes an Offeror Profile Summary Form as Attachment Seven. The offeror must use this form and fill it out completely to provide the required information.

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

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

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

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

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

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

THE OFFEROR MAY USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET MANDATORY QUALIFICATIONS OR EXPERIENCE WHERE PERMITTED AS DESIGNATED BY THE MANDATORY REQUIREMENTS IN ATTACHMENT ONE.

Maintaining Offeror/Client Confidentiality, Use of Confidential References

The State acknowledges that due to the criticality, security and confidentiality of Data Center work, many clients of offerors may have confidentiality considerations that must be adhered to. Therefore, the State will allow offeror client references to utilize these confidential clients as follows:

1. Client name and nature of business, as well as specifically identifying attributes such as data center location, specific configuration, specific use and other sensitive information should not be provided, but an abstract biography of the reference should be provided. For example "... a secure ITAR Tier IV data center for a classified defense contractor ..." and "... implemented Data Center Managed Service Operations for more than 30,000 devices for a leading internet retailer..." and "consolidated XX,000 devices across YY data centers for Federal Law Enforcement Agencies" (where XX implies more than 10,000 and YY implies more than 10) are acceptable examples of abstract biographies for a confidential client reference.
2. The offeror will be contacted to provide validation for the provided reference in such a manner as to protect the confidentiality of the offeror's client(s) which may include a variety of mutually agreed methods including a brief confirmation phone call, email, site visit or other means to maintain offeror/client confidentiality. For these cases the State will not record the nature or contact details for the client, but only indicate that the offeror is deemed 'compliant' for purposes of meeting the mandatory requirement specification.

Step 2 Qualified Offeror Technical and Cost Responses

Each Qualified Offeror Technical and Cost Response must include sufficient data to allow the State to verify the total cost for the Work 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 within the page limitations. 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.

The Technical Proposal may not exceed 400 8.5 by 11-inch pages. The Technical Proposal may include 11 by 17-inch pages. Each 11 by 17-inch page will count as two pages. All pages must have 1-inch (or more) margins at the top, bottom, left and right sides of each page and with text in at least 10-point font size. A smaller font size may be used for graphics and Microsoft Project WBS text. Sections specifically excluded from the page count are indicated below. Examples of excluded sections that do not count toward the page limit are tables of contents, tables of figures, tab sheets, page dividers, or State-required supplements and attachments. Responses that exceed the page limitations described herein may be rejected.

Each Proposal, comprised of a Technical Response and a Cost Response, must contain the following tabbed sections.

- Cover Letter
- Offeror Profile
- Staffing Plan
- Assumptions
- Project Plan
- Offeror Scope of Work Response
- Support Requirements
- Pre-existing Materials
- Commercial Materials
- Terms for Commercial Materials
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Standard Affirmation and Disclosure Form (EO 2011-12K)
- Affirmative Action Verification Form
- Cost Summary (must be separately sealed and submitted in Cost Response)

The Pre-existing Materials, Commercial Materials, Terms for Commercial Materials, Conflict of Interest Statement, Proof of Insurance, Payment Address, Legal Notice Address, W-9 Form, Declaration Regarding Terrorist Organizations, Standard Affirmation and Disclosure Form (EO 2011-12K) and Affirmative Action Verification Form are all excluded sections that do not count toward the page limit.

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter must include a brief executive summary of the solution the offeror plans to provide. The letter must also have the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles; and
- c. The name, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.

The Cover Letter must not exceed 1 page double-sided or 2 pages single-sided.

Offeror Profile. 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 or relevant experience that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

The Offeror Profile must not exceed 2.5 pages double-sided or 5 pages single-sided.

Staffing Plan. The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s); and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.
- A statement and a chart that clearly indicate the time commitment of the proposed key Project personnel. The offeror also must include a statement indicating to what extent, if any, the key Project personnel may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may at its sole discretion request that the offeror remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements.

Project Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Project control.

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

- Work breakdown structure;
- High Level Project schedule for all Project Deliverables and milestones;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;

- Identification of Deliverables that require a more prompt State acceptance than described in the RFP including the proposed acceptance period for the Deliverable;
- Performance measurement baselines for technical scope and schedule;
- 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 and supporting the Work, in terms of oversight and control;
- 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 including an escalation plan, where the escalation plan includes contact information for each person identified in the proposed problem reporting and escalation procedure and describes the amount of time elapsed before a problem is escalated within their organization; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

Offeror Scope of Work Response. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Scope of Work Response that includes detail sufficient to give the State an understanding of how the offeror meets the requirements for project management and each Work Area defined in Supplement 2.

To assist offerors in responding to the RFP, the following notation conventions have been adopted throughout the Scope of Work in Supplement 2 as follows:

- Activities, responsibilities, work products and other delivery artifacts are formatted as per this sentence preceded by a square bullet (■).
- ★ Items that require a formal deliverable, State review and acceptance or may result in payment approval (if applicable) are formatted per this sentence and are preceded by a red star (★) and items that are elements, components or clarifying elements of a deliverable are marked with a red square (▪).
 - Items that are additive, clarifying or attributes of an activity, deliverable, work product and/or responsibility are formatted as per this sentence and preceded by an arrow point (➤)

To ensure that each Proposal addresses the required project management and Work Area tasks, activities and deliverables, beginning with section 4.0 of Supplement 2, offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection in-line using the provided Microsoft Word version of this RFP. Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State Below is an example of the required format for responding to the requirements within Supplement 2. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use *typefaces*, **styles** or shaded backgrounds, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language are strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

Example (in italics below)

5.11.3 Transition Management Team (requirement example)

The Contractor will provide a senior Project manager who will be responsible for Contractor's overall performance of the Transition Services and who will be the primary point of contact for the State in respect of the Transition Services during the Transition Period.

The State will appoint a senior Project manager who will be the primary point of contact for Contractor during the Transition Period. Additionally, the State anticipates appointing a Transition Team that would

be responsible for the review of then current services provided by the Contractor and work to facilitate an orderly transition of services.

Offeror Response: *Offeror describes how it will address the requirement within the Proposal.*

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

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; 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.

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

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

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

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

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

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

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

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

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to 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>.

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Proposal.

Affirmative Action Verification Form. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx> .

Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

Cost Summary. This RFP includes a Cost Summary Template provided as an attachment. Offerors may not reformat this template. Each offeror must complete the Cost Summary Template in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Template or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

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

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

See Attachment Eleven for additional guidance regarding the completion of the Cost Summary Template.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

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

Should the Contractor determine that directions or requests made by State Representatives impacts the agreed to schedule, costs or scope of the work, the Contractor must: document the impacting request; identify where the direction of request of the State Representative differs from the Contractors understanding of the schedule, cost or scope of work; and seek direction from the authorized State Account Representative. Should the State Account Representative and the Contractor Account Representative be unable to resolve the disagreement to mutual satisfaction and in keeping with the agreed schedule, cost and scope of the work, the disagreement shall be classified as a Dispute and escalated through the informal and formal dispute resolution processes contained herein.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work required by this RFP is completed to the satisfaction of the State and the Contractor is paid. But 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, 2013](#). 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 Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

Should State funds be required for payment of the Contractor as a result of this Contract, Contractors are to note that 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 Work 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 Work. The Contractor must make those deliveries, meet those milestones, and complete the Work required by this RFP 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 Suspension and Termination Section of this RFP.

But the State also may have certain obligations to meet. Those obligations, if any, also are 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 Work. The Contractor must deliver any such notice to both the Work 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 Work. Unless the State decides 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 Work is intended to accomplish, and the Contractor must provide any incidental items omitted from the RFP Documents as part of the Contractor's fixed fee amount. All required components and processes for the Work to be complete and useful to the State are included in the Work and the fixed fee amount, unless the RFP expressly provides otherwise. Incidental items shall include: i) those identified by the Contractor as part of their Offer development process as required to deliver the Work that were omitted from the RFP documents but included in their Offer to the State; ii) those items identified by the State to the Contractor as omissions by either the State (in the RFP) or the Contractor (in the Offer) and included in the development of a final agreement between the State and the Contractor; iii) items mutually agreed by the Contractor and the State in writing as required as a result of the State's review of the deliverables, work products associated with delivering the Work; or iv) those items that are mutually agreed in writing by the State and Contractor as to not impose any new costs or schedule impacts to either the State or the Contractor.

Compensation. In consideration of the Contractor's promises and State accepted 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 agreed to fixed fee amounts in the Contract 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 State accepted performance of the Work as required by this RFP or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work 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 Work Manager, the Contractor's executive responsible for the Work, the Work 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 reduce the amount from future invoices for in-scope Work covered by this Contract 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 all the Work as required by this RFP 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 Work 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.

Reimbursable Expenses shall not include expenses incurred by employees and consultants in connection with the services including but not limited to airfare, parking, car rental, hotel, meals and tips associated with travel, increased insurance premiums resulting from additional insurance coverage(s) requested by the State, printing, plotting, and courier and overnight delivery expenses. Expenses of this nature are to be included in the Contractor's proposal as part of the proposed fee structure and (if applicable) hourly proposed rate of Contractor personnel.

Right of Offset. The State may set off the amount of any Ohio tax liability in arrears and owed by the Contractor or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will 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 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 Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request subject to the execution of a mutually agreeable confidentiality agreement. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

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

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

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Small-dollar subcontracts in general shall be those contracts that are limited to those contracts not exceeding the greater of two hundred (200) total hours or one-month of duration which is issued to a single subcontracting firm. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work provided by the Contractor to the State. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work provided that organization executes an mutually agreeable confidentiality agreement with the Contractor. State audit rights shall apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that shall remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final work products and deliverables; any partial or incomplete work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract.

Insurance. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

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

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

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

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

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is: necessary for legal or disciplinary reasons; in the case of the person's resignation of his or her employment with the Contractor; or in the case of a leave of absence due to medical or personal extenuating circumstances. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal for other reasons.

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

The Contractor must have access to qualified replacement people available to replace any people listed in the RFP Documents as Key Personnel by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable and affects the Contractor's ability to perform the work, the Contractor must submit the resumes for replacement personnel candidates to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the proposed replacements or will reject them within five business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject the replacement candidates due to their failure to perform the required work as contracted by the State identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide qualified replacement candidates for each removed or unavailable person, and in the State's opinion the work is not being performed as contracted, the Contractor may be in default and the cure period for default specified elsewhere in this Contract will apply. In any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of **[\$1,500.00]** for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may contract on an interim basis with another firm for a resource to perform the work
- (c) The State may terminate this Contract immediately for cause.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (c) above. Additionally, should the State terminate this Contract under this provision, and in consideration of the Contractor's inability to perform the work as specified in this RFP as a result of the removal of the Key Personnel member, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable as determined by the State, 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 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 within a twelve (12) month period following the initial notification of breach. After the third notice, the State may terminate this Contract on written notice to the Contractor without any additional cure period if the Contractor again fails to meet any obligation as required by the work. 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 by providing the Contractor 30 calendar days notice for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it subject to the prescribed cure period. Subject to the approval of the State and upon receipt of the notice of termination, the Contractor may (i) continue on activities not related to the termination while curing the deficiencies or: (ii) or take all steps necessary to minimize any costs the Contractor will incur related to this Contract and immediately cease all Work on the Contract. The Contractor also must within 30 calendar days prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report subject to the mutually agreeable SOW. 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 Contractor will be entitled to compensation according to the termination charge schedule within the Cost Summary for the Contract. In addition, the State will be entitled to cover for the Work 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 Work to the extent that such costs, when combined with payments already

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

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work 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 termination charge schedule within the Cost Summary for the Contract..

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

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

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

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. 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 "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this

Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the Work 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 Work 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 Work.

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 use 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 Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work 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 Work Representative certifying that installation is complete and the Work, 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 Work 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 Work and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Work. 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 Work, 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 Work, 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 Work 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 Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual

costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order utilizing the Contractor Rate Card then in effect for the actual Contractor resources that will perform the work. The Contractor will be required to track the actual hours spent associated with the Change Order, provide weekly updates as to actual progress against completion of the Change order in light of the provided estimate, and not exceed the estimated amount by more than ten percent (10%). If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the fixed fee 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 fixed fee amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

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

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

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

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

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

Confidentiality. See Section 12 of Supplement 2 for the Confidentiality provision.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material as they pertain to performing the Work for the State as part of the Work defined within the Contract or subsequent activities related to the Work. The Contractor must provide the State with all assistance reasonably needed to vest such rights of

ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

For pre-existing Contractor materials that are not incorporated into a deliverable or the work, but may be used by the Contractor to deliver the work, and are not required by the State following the completion of the work, the State will have no residual rights following the term of the Agreement.

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

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, computers or computer successors 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, usually defined as the standard by which the Contractor provides similar services for other customers or how the Contractor would provide those services to itself, 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; (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 Work 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 Work. 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 fixed fee amount for the Project related fees (i.e., non-Managed Service elements) described in sections 3.0 to 8.0 and 10.0 of Supplement 2 of this Contract or negotiated amount, less the book value of any tangible in service permanent SOCC facility investments made by the Contractor as a result of this Contract that will remain in the State's possession following the termination of the Contract for any reason, whichever is greater. Tangible permanent SOCC facility investments include, but are not limited to, the purchase and installation of power transformation, distribution and monitoring equipment, cooling tower, air/water, water/water, HVAC devices, networking equipment, computing racks and other "hard goods" associated with the support of computing operations at the SOCC. Facility investments do not include any labor, time, efforts or other costs associated with the implementation of SOCC facility investments or other Project related fees, Contractor profits, markups or administrative fees. 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 for completion of the Work Areas described herein unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure for completion of the Work Areas will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work 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 Work as a whole does not meet the requirements of this Contract. If the Work 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 Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work 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 Work Representative will issue the acceptance letter within 15 calendar days.

Should the Contractor following the award of this Contract and in the course of performing the Work associated with these RFP documents determine that a more prompt State acceptance than described above be required, the Contractor shall identify those Deliverables within the approved Project Plan and indicate the requested acceptance period accordingly. Changes to the acceptance timeframes must be approved by the State in writing.

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

PART SIX: CONSTRUCTION

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

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

Amendments – Waiver. No 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 Work 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 Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But 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. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with 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 Federal and State rules, policies, and regulations regarding data security and integrity as applicable and required by the State or specifically identified by

agencies. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

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

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

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

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.

The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found at:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

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.

Use of MBE and EDGE Vendors. The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

ATTACHMENT FIVE: SAMPLE CONTRACT

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

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP «[CONTRACT_ID](#)», entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE

SERVICES

SAMPLE – DO NOT FILL OUT

By: _____

By: [Robert Blair](#)

Title: _____

Title: [DAS Director](#)

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 it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

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

8. The offeror certifies that that any EDGE program participants will provide necessary data to ensure program reporting and compliance.

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 EIGHT: SAMPLE LEASE AGREEMENT

STATE OF OHIO LEASE

THIS LEASE (the "Lease") is made effective <effective date of lease>, by and between <lessor> ("Lessee"), an Ohio <type of entity>, having its principal place of business located at <address of lessor>, and the STATE OF OHIO, acting by and through the Department of Administrative Services ("Lessor"), General Services Division, Office of Real Estate and Planning, having an office located at 4200 Surface Road, Columbus, Ohio 43228-1395.

W I T N E S S E T H:

The parties hereby agree as follows:

I. DEMISE AND USE OF THE LEASED PREMISES

A. In consideration of the rents, covenants and stipulations to be paid, performed and observed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby leases from Lessor, those premises known as <address of leased premises>, containing <# of square feet> square feet of <type of space> space, as shown in the floor plan on Exhibit "B" which is attached hereto and hereby made a part hereof, in the building located at <address of leased premises> (the "Building"), together with the non-exclusive right to use parking spaces of which <# of handicapped spaces if applicable> shall be designated as disabled parking in the parking lot located at <address of property> together with the land on which the Building is situated, which land is described on Exhibit "A" attached hereto and hereby made a part hereof, subject to all legal highways, easements and restrictions of record, and zoning ordinances. (Said office/storage space, parking and land are referred to hereinafter, collectively, as the "Leased Premises").

B. The Leased Premises shall be used by the Ohio <agency> (the "Occupying State Agency") for general office/s and/or storage and such other lawful uses as may, from time-to-time, be deemed desirable by Lessee or the Occupying State Agency.

II. INITIAL TERM

To have and to hold the same, with any appurtenances thereunto belonging, for and during the full term commencing <commencement date> (the "Commencement Date") and ending on June 30, 20<>, (said time period is hereinafter referred to as the "Initial Term"). Notwithstanding said Commencement Date, Lessee shall have no obligations hereunder until such time as the Leased Premises is completed and ready for occupancy as described in Article VI below.

III. BASE RENT

During the Initial Term of this Lease, Lessee shall pay an annual base rental (the "Base Rent") of _____ and 00/100 Dollars (\$_____. __) or (\$_____ per square foot) for the use of the Leased Premises which sum shall be payable in equal quarterly installments of _____ and 00/100 Dollars (\$_____. __) on or before the 15th day of the second month of each calendar quarter, at Lessor's office located at <full address of mailing address for rental payments> or such other place as may, from time-to-time, be designated by Lessor. Rent shall accrue and commence upon the occurrence of one of the following events: 1) the Commencement Date, or 2) the Completion Date as identified in Article VI below (if applicable), or 3) the actual date that the Leased Premises are "ready for occupancy" as

that term is described in Article VI below (if applicable), whichever event occurs latest in time. Any rent accruing hereunder for a period less than a full year shall be pro rated on a daily basis.

IV. RENEWAL TERMS

Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to _____ (_____) successive and continuous terms of two (2) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein except that the Base Rent during said Renewal Terms shall be as follows:

<u>Renewal Term</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Monthly Rent</u>	<u>Square Foot Rate</u>
7/1/<> to 6/30/<>	\$	\$	\$	\$
7/1/<> to 6/30/<>	\$	\$	\$	\$
7/1/<> to 6/30/<>	\$	\$	\$	\$
7/1/<> to 6/30/<>	\$	\$	\$	\$

Each of Lessee's renewal option(s) may be exercised by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the applicable term of this Lease. Any reference in this Lease to the "term of this Lease" shall include the Renewal Terms.

V. ADDITIONAL RENT

Lessee shall pay as additional rent (the "Additional Rent") the cost of improvements (the "Improvements") to be made to the Leased Premises as described in Exhibit "C" which is attached hereto and hereby made a part hereof, pursuant to the plans and specifications attached hereto as Exhibit "D" which is hereby made a part hereof, not to exceed a total of _____ and ___/100 Dollars (\$_____. ____). Any costs in excess of said sum shall be paid for by Lessor. At the time Lessee takes occupancy of the Leased Premises, the total costs of the Improvements, together with such documentation as Lessee may request, shall be presented to Lessee for its review and approval. Following said approval, said costs are to be paid Lessor on or before sixty (60) days following said approval.

VI. PLANS AND SPECIFICATIONS/CONSTRUCTION OF IMPROVEMENTS

A. Lessor shall complete or substantially complete the construction of the Improvements on or before _____, _____ (the "Completion Date"). The Improvements shall be constructed in accordance with the plans and specifications set forth in Exhibit "D". The Improvements shall be constructed in accordance with all applicable building codes and in accordance with good construction industry standards and practices. The Improvements shall be deemed substantially completed and the Leased Premises "ready for occupancy" at such time that the City of _____, Ohio issues a Certificate of Occupancy for the Leased Premises as so improved. Notwithstanding Lessee's occupancy of the Leased Premises, Lessor shall still be obligated to complete all "punch list" or other uncompleted items of construction in a timely and proper fashion. If the Leased Premises are not ready for occupancy on or before _____, _____, unless otherwise provided herein, Lessor shall pay to Lessee liquidated damages, which the parties agree are not a penalty, on a *per diem* basis equal to five percent (5%) of the annual Base Rent for each day from and after the Completion Date that the Improvements are not completed. Notwithstanding the foregoing, Lessor shall not be liable for said liquidated damages if a delay in the completion of the Improvements is due to Lessee's fault or force majeure as defined in Article XXVII herein.

B. During the course of construction of the Improvements, Lessor shall permit Lessee, through its duly authorized agent(s), to observe the progress and quality of the construction. In conjunction herewith, Lessor and Lessor's contractors shall meet with Lessee's agent(s) as often as reasonably necessary to discuss the status of said work. Any such observations or participation in such discussion(s) by Lessee or its agent(s) shall not be deemed to be a certification by Lessee as to the fitness of the construction of the Improvements, nor shall the same give rise to any cause of action in favor of any third

parties. The parties hereby agree to the proposed construction schedule set forth in Exhibit "E" attached hereto and hereby made a part hereof. Said schedule shall serve as a general guideline and may be amended by the parties as necessary. Lessor shall also cooperate with Lessee during the course of the construction by utilizing the construction requirements and guidelines implemented by the Ohio Department of Administrative Services, if applicable.

C. At such time as the Improvements are finally completed and paid for, they shall become the property of Lessee and may be removed from the Leased Premises as provided in Article VIII below.

VII. CONDITION PRECEDENT

This Lease, and the exercise by Lessee of any option(s) to renew the term of this Lease, is subject to appropriation by the General Assembly and certification by the Director of Budget and Management of available funds as required by Chapter 126 of the Ohio Revised Code and approval by the State Controlling Board, if required pursuant to Chapter 127 of the Ohio Revised Code.

VIII. WASTE/RETURN OF LEASED PREMISES

Lessee shall not commit or suffer any waste on the Leased Premises. Upon the expiration of any term of this Lease or upon an earlier termination hereof, Lessee shall surrender possession of the Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for (a) damage from fire or natural elements, (b) circumstances beyond the control of Lessee, (c) reasonable use and normal wear and tear, depreciation and decay, and (d) the Lessee Improvements and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either Lessor or Lessee after the Commencement Date. Provided, however, if Lessee desires to remove the Lessee Improvements and/or any of the items set forth in (d) above, then Lessee shall repair all damage caused in the course of any such removal(s).

IX. QUIET ENJOYMENT

Lessor represents and warrants that it is the lawful owner of and has good right and full power to lease the Leased Premises to Lessee. Upon Lessee's payment of the rentals herein reserved, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, and further warrants that Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Leased Premises.

X. SUBSTITUTE OCCUPYING STATE AGENCIES

In the event the Occupying State Agency herein named gives up the use and occupancy of the Leased Premises, in whole or in part, during the term of this Lease, Lessee shall have the right at its sole option to place another state agency or agencies in the space given up under the same terms, provisions and conditions as herein specified.

XI. LESSOR'S COMPLIANCE WITH LAWS

A. The Leased Premises will, at the time the same is ready for occupancy by Lessee, comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, including the Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities effective 1992, as amended, 42 U.S.C. §12181, *et seq.* which may be applicable to the Leased Premises and the Building, and to the sidewalks,

alleyways, passageways, curbs adjoining the same. The obligations of Lessor under this Article XI shall survive Lessee's acceptance and/or occupancy of the Leased Premises.

- B. In addition to the obligations set forth in Paragraph A of this Article XI, during the term of this Lease, Lessor shall bring and/or keep the Leased Premises in compliance with any and all applicable standards which have been or are hereafter promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Occupational Safety and Health Act of 1970, 29 U.S.C. §§651 to 678 as amended, and the National Institute of Safety and Health.
- C. The Lessor agrees that the improvements listed in Exhibit _____ will be treated as public improvements under Chapter 4115 of the Ohio Revised Code, and that the "prevailing wage" will be paid if the cost of those improvements exceeds \$23,447.00 or the current amount set by the Ohio Department of Commerce in accordance with ORC Section 4115.034.

Lessor and its contractor or subcontractors must pay all employees working on the improvements the prevailing wage rate, as determined by the Ohio Department of Commerce, for the particular category of work performed. To assist in assuring compliance, the Lessee shall appoint one of its employees as a prevailing wage coordinator to monitor the payment of prevailing wage on the improvement project. The Lessor shall appoint a representative to serve as a central contact for the Lessee.

The Lessor representative shall do the following:

- Meet with Lessee upon request
- Provide Lessee with any records requested and maintain all records relating to prevailing wage for 1 year after termination of the Lease
- Provide Lessee with access to the improvement site, when requested
- Determine prevailing wage rates set by the Ohio Department of Commerce for the improvement project before any construction takes place
- Continually monitor prevailing wage rates, as set by the Ohio Department of Commerce, to determine wage rate changes. Provide all contractors and subcontractors with any rate changes.
- Set up and maintain payroll reports and affidavits submitted by contractors and subcontractors
- Ascertain from each contractor or subcontractor, prior to contract work performance, the dates for which payments of wages to employees will be made
- Receive from each contractor or subcontractor, within two weeks of each payment of wages, a copy of the complete payroll for each of those payroll dates. The payrolls shall include the name, address, and telephone number of each contractor or subcontractor and the following employee information:
 - Name
 - Current address
 - Social Security Number
 - Total number of hours worked in the pay period (daily, and total week)
 - Hourly rate
 - Job classification
 - Fringe payments
 - Gross wages, all deductions, net pay
- Establish and follow contractor reporting compliance procedures
- Provide Lessee with prompt written reports of those contractors and subcontractors failing to comply with any prevailing wage schedule or other requirements outlined above
- Receive from each contractor and subcontractor, upon completion of the improvements and prior to final payment to such parties, a signed and notarized Affidavit of Compliance (available at www.com.ohio.gov/laws) that the contractor

or subcontractor complied with the prevailing wage requirements set forth in this section, and submit affidavits to Lessee

- Provide to the Lessee, upon completion of the improvements, a completed Prevailing Wage Certification that is attached as **Exhibit "G"**.
- Perform any other duties relating to the paying of prevailing wage, as determined by the State.

The Lessor shall indemnify the state for any civil damages that the State may incur if the Lessor fails to perform those duties listed above.

- D. Lessor hereby certifies that neither Lessor nor any of Lessor's partners, officers, directors, shareholders, nor the spouse of any such person, have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Lessor, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Lessor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Lease and may result in the loss of other leases/contracts with the State of Ohio.

Lessor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

XII. LESSOR'S DUTIES/SERVICES

Lessor shall, at its sole cost and expense, perform/provide all services required to perform/provide the following duties/services in regard to the entire Leased Premises:

- A. Pay before any fine, penalty, interest or costs may be added thereto, all taxes, excises, levies, license and permit fees and other assessments, and water and sewer rents, rates and charges which may be assessed, levied confirmed, imposed upon or become due and payable out of or in respect of the Leased Premises or the Building.
- B. Maintain in a good state of repair or working order the Leased Premises, including, but not limited to, exterior walls, roof, structural portions of the Building, windows and sashes, entrance doors, fire escapes, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and electrical and plumbing facilities so that Lessee may conduct its business therein at all times. In addition, Lessor shall provide, at Lessor's expense, the janitorial services described in Exhibit "F".
- C. Assume liability for plate glass breakage and replace same.
- D. Paint the walls, ceiling and woodwork every third year, calculated from the last time the same were painted, and also wash the same each intervening year. The color and quality of the materials used in redecorating the Leased Premises shall be approved in advance by Lessee.
- E. Lessor shall replace the carpet every six years or sooner if deemed necessary by Lessee in Lessee's opinion. The color, style and quality of the replacement carpet shall be approved in advance by Lessee, said approval not to be unreasonably withheld.
- F. Provide all equipment and materials necessary for installation and usage of telephone service in the Leased Premises, where such equipment and materials are not provided by the telephone company.
- G. Provide the following signage:

- (1) A sign reading "State of Ohio, Department of <agency>" which shall be mounted in a conspicuous location on the exterior of the Building or the land upon which the same is located. Lessee's prior approval as to the location, color, size, style and material of said signage must be obtained by Lessor.
 - (2) A sign listing the name of the Occupying State Agency and the location of the Leased Premises on a directory, located in the lobby of the Building used by the general public for access to and from the Building.
 - (3) Provide directional signage, located in a conspicuous location on each floor of the Building containing space leased by Lessee, which identifies the Occupying State Agency to the general public.
 - (4) At the expiration or termination of this Lease, Lessor shall promptly remove all such signage.
- H. Pay all utility costs, except telephone services provided to the Leased Premises.
- I. Prior to the Lessee assuming possession of the Leased Premises, change all door locks and provide two (2) keys for each lock.
- J. Provide heating and air conditioning at 68°F - 74°F uniformly throughout the Leased Premises regardless of outside temperatures, subject only to governmental energy conservation controls.
- K. Provide hot and cold running water and chilled drinking water.
- L. Provide uniform diffused fluorescent lighting of 70 foot candles at desktop height at all workstations. This service shall include replacing light bulbs or fluorescent tubes and starters as needed.
- M. Provide complete preventive maintenance for the Building's mechanical systems.
- N. Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises and the Building.
- O. Provide timely removal of snow and ice from sidewalks and parking areas on or adjacent to the Leased Premises, and also provide adequate trash removal on a weekly basis.
- P. Provide adequate exterior lighting for the Leased Premises and such other security for the Leased Premises as the Lessee shall reasonably determine to be necessary.
- Q. Provide for the extermination of, and keep the Leased Premises free from infestation of rodents, pests, and other vermin.
- R. Provide copies of utility bills to Lessee within thirty days of receiving the utility bills for entry by Lessee into Lessee's energy audit tool.
- S. Provide access to and assessment of the Building for the purpose of determining cost effective methods of increasing energy efficiency.
- T. Cooperate with Lessee to implement cost effective methods of increasing energy efficiency.

In the event Lessor fails to perform the duties or provide the services required of Lessor under this Lease, Lessee shall promptly notify Lessor of the duties/services which are not being provided. If Lessor does not provide same within ten (10) days of the date of such notice, Lessee may perform or provide the same (or

have others do so) and may deduct the cost of performing such duties and providing such services from the rents reserved herein or, at Lessee's option, Lessee may terminate this Lease by giving not less than thirty (30) days written notice to Lessor. The provisions of Article XXIV herein shall not apply in the case of any such failure by Lessor occurring under this article.

XIII. INSPECTION

Lessee shall permit Lessor or its agent(s), upon twenty-four (24) hours advance notice, to enter upon the Leased Premises to examine same or to make such repairs or improvements as may be necessary to eliminate hazards to the health and safety of the occupants and the general public or to make any other repair or maintenance required hereunder. Provided, however, that Lessor may immediately enter upon the Leased Premises for the purpose of making emergency repairs but shall promptly give notice to Lessee of any such entry.

XIV. LESSEE'S DUTIES

Lessee shall perform/provide the following:

- A. Payment of all rentals as they become due.
- B. Abide by such reasonable rules and regulations promulgated in writing by Lessor to assure the proper operation of the Leased Premises, provided such rules and regulations are not inconsistent with the terms of this Lease.
- C. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the Leased Premises.
- D. Pay for all telephone services furnished to the Leased Premises.

XV. LESSEE'S ALTERATIONS/REPLACEMENT

Lessee shall have the right, but not the obligation, from time-to-time, to make such other and further additions or alterations to the Leased Premises or to replace the Improvements or any part thereof with such other structure(s) or equipment as Lessee may deem desirable; provided, however, that no structural addition, alteration or replacement shall be made to the Leased Premises without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

XVI. INSURANCE/DESTRUCTION OF THE LEASED PREMISES

At all times during the term of this Lease, Lessor shall insure the Leased Premises against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent (80%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio, having a Best Insurance Reports policy holders rating of "A" or better and a financial size category of Class VII or better. In the event that the Leased Premises is totally destroyed by fire or other casualty, the term of this Lease shall immediately terminate. In case of partial damage or destruction so as to render, in Lessee's sole opinion, the Leased Premises unfit for its occupancy, Lessee may terminate this Lease upon ten (10) days notice given to Lessor within sixty (60) days after the occurrence of such damage or destruction effective as of the date set forth in Lessee's termination notice. If Lessee elects to not terminate this Lease, then Lessor shall immediately rebuild the Leased Premises to its prior condition. During the period repairs are being made, any rent due hereunder shall abate on a pro rata basis.

XVII. EMINENT DOMAIN

If the Leased Premises is taken in any appropriation proceedings or by any right of eminent domain, this Lease shall terminate from the time when possession of the Leased Premises is taken for public use. Such taking shall not operate as, or be deemed, an eviction of Lessee or a breach of Lessor's covenant of quiet enjoyment. Lessee shall pay all rent due and perform and observe all other covenants, up to the time when possession is surrendered by Lessee. If only a part of the Leased Premises is taken, and if twelve (12) months or more of the applicable term of this Lease then remains unexpired, and if the remaining premises can be substantially restored in Lessee's reasonable opinion within thirty (30) days, then, at Lessee's option (to be exercised by written notice given to Lessor within sixty (60) days following receipt by Lessee of notice of the proposed taking), this Lease will not terminate, but the Lessor will, at its expense, restore the Leased Premises within thirty (30) days following Lessee's notice and the Base Rent payable by the Lessee during the period of restoration and the remainder of the term of this Lease shall be reduced on a pro rata basis. Neither party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other party, however Lessor agrees to immediately notify Lessee at the time such appropriation proceedings are initiated against Lessor so that Lessee shall be afforded the opportunity to participate in such proceedings in order to obtain compensation for its damages.

XVIII. HOLDOVER

Lessee may, at its option, holdover and remain in possession of the Leased Premises or any part thereof after the expiration or termination of the term of this Lease (without there being a new lease or agreement in writing between the parties hereto) on the same terms, provisions and conditions, including Base Rent, as are contained in this Lease excepting as to term. Notice of Lessee's intention to holdover shall be given to Lessor not less than thirty (30) days before the expiration of the applicable term of this Lease. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee actually vacates the Leased Premises.

XIX. CANCELLATION BY LESSEE

During the term of this Lease, this Lease may be cancelled by Lessee for any reason whatsoever upon not less than thirty (30) days notice given to Lessor.

XX. MEMORANDUM OF LEASE

Lessor shall, at its expense, within ten (10) days of the date of full execution of this Lease present for recording a fully executed Memorandum of Lease in accordance with Ohio Revised Code Chapter 5301 in the office of the County Recorder of _____ County, Ohio; Lessor shall do likewise with respect to any addendum to this Lease which may be entered into hereafter by the parties. Lessor shall, as proof of recording, return the original recorded Memorandum to Lessee, and Base Rent shall not begin to accrue, notwithstanding that the term of this Lease has commenced, until receipt by Lessee of the recorded Memorandum of Lease.

XXI. SALE OF LEASED PREMISES

Should Lessor, during the term of this Lease, grant, bargain, sell, convey, transfer or otherwise dispose of the Leased Premises, Lessor shall immediately notify Lessee of such transfer of ownership and shall provide copies of the recorded deed or other instrument transferring title, together with the new owner's name(s), address(es), telephone and facsimile number(s), business entity title(s), social security number(s) and/or federal tax identification number(s).

The obligations of Lessor under this Lease shall not be binding upon the Lessor herein named with respect to any period subsequent to the transfer of its interest in the Leased Premises as owner or lessor thereof (unless the event complained of occurred prior to the transfer) and in the event of such transfer, said obligations

shall thereafter be binding upon each transferee of the interest of Lessor being transferred.

XXII. NOTICES

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when: 1) hand delivered, 2) sent by U.S. Registered or Certified mail, return receipt requested, postage prepaid, 3) if certified or registered mail is either refused or unclaimed, then by regular U.S. Mail, 4) by overnight delivery service with receipt (Airborne, Fed Ex, UPS, etc.), or 4) by fax, followed by one of the other methods of delivery described herein; fax delivery shall be deemed to be on the date of receipt of the fax and the parties hereto agree that a fax with confirmation shall be adequate proof of receipt of the fax,

- a) with respect to Lessor, addressed to:

<Lessor's Name>
<Street Address>
<City, State, Zip Code>
Attention: <>
Fax #: <>

- b) with respect to Lessee, addressed to:

Department of Administrative Services
General Services Division
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Office of Real Estate and Planning
Fax #: <>

- c) with an additional copy sent to the Occupying State Agency:

<Name>
<Street Address>
<City, State, Zip Code>
Attention: <>
Fax #: <>

Lessor and Lessee each shall have the right from time-to-time to specify as its address and fax number for purposes of this Lease any other address or number in the United States of America upon giving written notice thereof to the other parties hereto, as provided herein.

XXIII. SEPARABILITY OF LEASE PROVISIONS

If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

XXIV. DEFAULTS

- A. By Lessee. In the event that:

- (1) Lessee shall fail to pay an installment of rent or any portion thereof, or any of the other charges required by this Lease, when the same shall become due and payable and the same shall remain unpaid for a period of thirty (30) days after written notice thereof from Lessor; or

- (2) Lessee shall be in material default of any other terms or provisions of this Lease and shall so remain for a period of sixty (60) days after Lessor, by written notice, has informed Lessee of such default (however if such default cannot reasonably be cured within such sixty (60) day period, then Lessee shall not be deemed in default so long as it promptly commences to cure the same within said sixty (60) days and diligently pursues such curing thereafter); then

Lessor may, at its option, give a notice of election to end the term of this Lease upon the date specified in such notice of termination, which date shall not be less than ninety (90) days after the date of such notice, and upon the date specified in said notice of termination the term of this Lease and the estate created hereby shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.

- (3) Upon termination of this Lease, Lessor shall have the immediate right to re-enter and repossess the Leased Premises by due process of law.
- (4) Upon the termination of this Lease by reason of the happening of any event of default specified hereinabove, or upon Lessor recovering possession of the Leased Premises in the manner or under any of the circumstances herein mentioned, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Lease, Lessee shall pay to Lessor the rents required to be paid by Lessee up to the time of such termination of this Lease.

B. By Lessor. In the event that:

Lessor shall be in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days (unless this Lease specifies a lesser time frame) after Lessee has given notice to Lessor of such default (however, if such default cannot reasonably be cured within the applicable time period, then Lessor shall not be deemed in default so long as it promptly commences to cure the same within the applicable time period and diligently pursues such curing thereafter), then:

- (1) Lessee may terminate this Lease by giving not less than ten (10) days notice to Lessor; or
- (2) Lessee may cure the default (or have the default cured by others) and deduct the cost thereof from the rents reserved herein. Notwithstanding Lessee's election under (1) or (2) of this subparagraph B, Lessee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

XXV. USE OF COMMON AREAS

- P. Lessor hereby grants to Lessee and Lessee's agents, servants, employees and business invitees during the term of this Lease, a non-exclusive right to use all parking, driveway, walking areas, lobbies, hallways and stairways (the "Common Areas") which may, from time-to-time, be part of or appurtenant to the Leased Premises, together with rights of ingress and egress to and from the Leased Premises at such places as are now or may hereafter be designated by Lessor, together with, and subject to, similar rights granted from time-to-time by Lessor to other tenants in any buildings (including the Building) of which the Leased Premises is a part. Lessor acknowledges that Lessee's cost of the use of the Common Areas is included in the Base Rent payable hereunder.
- B. The use of the Common Areas by the aforementioned persons shall be subject to such reasonable rules and regulations as Lessor may, from time-to-time, adopt in writing.

- C. Lessor reserves the right to make changes, additions, alterations, or improvements in and to the Common Areas and in the access drives from public thoroughfares or from adjoining land as may be required by public authorities or as deemed desirable by Lessor, provided said improvements do not in any way adversely affect Lessee's or the Occupying State Agency's right or occupancy hereunder.

XXVI. LESSEE'S PROPERTY

Lessor shall not be liable for any injury or damage to the person(s) or property resulting from fire, explosion, any falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Leased Premises including pipes, appliances, plumbing, roof, or by dampness, or by any other cause whatsoever unless the same results from Lessor's negligence or Lessor's failure to make repairs required hereunder.

XXVII. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, terrorism, or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. Except as otherwise provided in this Lease, the provisions of this Article XXVII shall not operate to excuse the prompt payment of the rents or any other payments required by the terms of this Lease.

XXVIII. LESSOR'S MORTGAGEE

Lessor represents to Lessee that the Leased Premises is currently encumbered by a mortgage in favor of _____ (N/A) ("Mortgagee"). If this Lease is to be subordinate to the lien of the above-mentioned mortgage, Lessor agrees to immediately notify Mortgagee of the existence of this Lease and to obtain Mortgagee's written agreement to recognize this Lease at all times provided Lessee is not in substantial default hereunder and further provided that Lessee shall attorn to Mortgagee (or any subsequent purchaser acquiring ownership of the Leased Premises through foreclosure sale or deed in lieu of foreclosure).

XXIX. FORUM DESIGNATION

Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

XXX. ESTOPPEL CERTIFICATES

Lessee agrees, from time-to-time, not later than thirty (30) days following notice from Lessor as provided in Article XXII(B) herein to execute, acknowledge, and deliver to Lessor in a form prepared by Lessee a statement certifying to the effect that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified) and the date to which Base Rent and any other sums due hereunder have been paid. It is intended that said statement may be relied upon by any prospective purchaser or mortgagee of the Leased Premises.

XXXI. WAIVER

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

XXXII. SURVIVAL

The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

XXXIII. SUCCESSORS AND ASSIGNS

The words "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of the Lessor and Lessee, respectively.

XXXIV. HAZARDOUS MATERIALS

Lessee and Lessor shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Lessor shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Lessor shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this lease "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessor hereby agrees to indemnify and hold Lessee harmless from liability with respect to the presence of hazardous materials or other pre-existing hazardous conditions at the Leased Premises. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

XXXV. GOVERNING LAW

This Lease, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws principles which otherwise might be applicable.

XXXVI. HEADINGS

The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

XXXVII. MULTIPLE COUNTERPARTS

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XXXVIII.

CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE

Lessor hereby certifies that neither Lessor nor any of Lessor's partners, officers, directors, shareholders, nor the spouse of any such person, have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Lessor, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order.

The Lessor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Lease and may result in the loss of other contracts with the State of Ohio.

Lessor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

XXXIX. DECLARATION OF MATERIAL ASSISTANCE

In accordance with R.C. 2909.33(C), Lessor certifies that it meets one of the following conditions:

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

or

(a)(2) Lessor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

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

XL. ENTIRE AGREEMENT

This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives effective the date first written above.

LESSOR
<lessor>

By: _____
<authorized signatory>

<title>

ACKNOWLEDGMENT

State of Ohio, _____ County, ss:

On this _____ day of _____, 2010, before me personally appeared <authorized signatory>, known to me to be the <signatory title> of <type of entity> who acknowledged that <he/she> executed the foregoing Lease that the same is <his/her> free and voluntary act and deed, and that <he/she> is duly authorized to enter into this Lease for and on behalf of the <type of entity>.

Notary Public, State of Ohio
My Commission Expires _____

LESSEE
STATE OF OHIO, acting by and
Administrative Services

By: _____

Director of Administrative Services
or Signatory Designee
Statutory Agent, O.R.C. 123.01 (A)(8) and

(A)(10)

ACKNOWLEDGEMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2010, before me personally appeared _____
_____ of the Department of Administrative Services, who acknowledged that the foregoing document is
being executed for and on behalf of the Department of Administrative Services, acting on behalf of the
State of Ohio, that the same is his/her own and the Department of Administrative Services' voluntary act
and deed and that he/she is duly authorized to enter into said document for and on behalf of the
Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires _____

This Lease was prepared by:
DEPARTMENT OF ADMINISTRATIVE SERVICES
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
(614) 387-6049

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND
UNDERLYING THE LEASED PREMISES

EXHIBIT "B"

FLOOR PLAN(S) OF LEASED PREMISES

EXHIBIT "C"

LESSEE IMPROVEMENTS

EXHIBIT "D"

PLANS AND SPECIFICATIONS

Lessor shall complete the following work at no additional cost to Lessee. All such work shall be performed and completed by Lessor and ready for occupancy by <occupancy date> to allow Lessee sufficient time for inspection, contract for physical move and insure the installation of required telephone equipment.

1. Remodel the Demised Premises in accordance with Drawing File No. <>, dated <drawing date> a copy of which is attached hereto and made a part hereof.
2. All remodeling and new construction shall meet guidelines promulgated by the Americans with Disabilities Act (ADA) and the American National Standards Institute (ANSI).
3. Lessor shall provide all materials and labor unless otherwise specified.
4. All ceiling high partitions require 2" x 4" steel or wood stud with minimum of 1/2" dry wall on both sides. Dry wall to be vinyl clad or painted with two coats of satin latex paint. All doors shall be 3'-0" by 6'-8" unless otherwise specified.
5. All partitions around restroom areas require sound absorbing materials sandwiched within the walls, and 3'-0" x 6'-8" solid core doors.
6. Provide sound absorbing materials within the walls of designated areas to eliminate infiltration of outside sounds.
7. All exterior concrete block walls must be furred out to accommodate humidity control barrier and insulation covered with surface materials to match balance of interior wall areas.
8. All supply rooms shall include a minimum of 10'-0" x 1'-4" x ceiling height shelving. Individual shelves to be provided at the following heights above the floor: 27", 45", 57", 69" and 81". Shelving material to be smooth, painted and able to support 80 lbs. per square foot.
9. All conduit and wiring shall be concealed within the walls, floors or above the ceilings.
10. Clean and repair the existing heating and air conditioning systems including all duct work, diffusers, return air grills and thermostats. This work is to include balancing the existing and/or new heating and air conditioning systems immediately after occupancy. All rooms and open areas to have both supply and return duct outlets to provide for proper balance.
11. All carpet shall be a minimum of 26-ounce face weight, fire rated "B" with antistatic properties.

EXHIBIT "D"

PLANS AND SPECIFICATIONS

(continued)

12.
 - a. All existing carpet surfaces must be shampooed, repaired and re-stretched to like-new condition or replaced.
 - b. All existing tile surfaces must be stripped, cleaned and waxed. All defective tiles shall be replaced to provide a uniform appearance.
13. Existing ceiling areas to be uniform in appearance. All defective ceiling tiles shall be replaced.
14. All new windows to be double-glazed.
15. All window spaces require one or more of the following energy conservation treatments:
 - a. Insulated draperies on traverse rod
 - b. Venetian blinds
 - c. Additional HVAC delivery
16. Provide panic bar hardware on all exit doors.
17. Provide and maintain required number of illuminated exit fixtures and A-B-C multi-purpose type fire extinguishers within the Demised Premises as required by applicable fire codes.
18. All finish surface materials to be selected by Lessee from Lessor's samples as specified in this lease.

EXHIBIT "E"

CONSTRUCTION SCHEDULE

EXHIBIT "F"

JANITORIAL SERVICES

FLOORS

1. Nightly - sweep, dust mop or vacuum
2. Weekly - wet mop
3. Monthly - wet mop and wash
4. Yearly - strip all finish and wax
5. Spot clean carpet as needed
6. Yearly - shampoo carpet

**FURNITURE, CABINETS,
TABLES AND COUNTER TOPS**

1. Nightly - dust all horizontal surfaces
2. Weekly - dust all vertical surfaces
3. Monthly - damp clean desks and tables

**LEDGES, BOOKS IN OPEN SHELVES,
WINDOW SILLS**

1. Weekly - dust

ENTRANCE

1. Nightly - spot clean entrance door and glass

ELEVATORS

1. Floors:
 - a. Nightly - sweep, dust mop or vacuum
 - b. Weekly - wet mop and wax
 - c. Monthly - strip all finish and wax

Weekly - wash walls and doors

DRINKING FOUNTAINS

1. Nightly - scour pans
2. Weekly - wash sides

TRASH

1. Nightly - All trash is to be removed from the Demised Premises and placed in containers at rear of building to be hauled away by Lessor

WASHROOMS

1. Nightly - clean and disinfect toilets and urinals
2. Nightly - clean washbowls
3. Nightly - polish mirrors
4. Nightly - mop floors with disinfectant
5. Nightly - fill dispensers
6. Weekly - clean partitions
7. Provide all necessary supplies including soap, towels and toilet tissue

WASTEBASKETS

1. Nightly - empty

STAIRWAYS

1. Nightly - sweep
2. Weekly - if surface is same as floors, same treatment
3. Weekly - if hard surface, wet mop

VENETIAN BLINDS & DRAPES

1. Monthly - dust
2. Yearly - remove, launder and rehang

WALLS & WOODWORK

1. Nightly - remove handprints from doors, door frames and light switches
2. Yearly - wash all walls and ceilings

WINDOWS

1. Quarterly - clean all windows inside and outside

CLEANING MATERIAL:

This service shall include furnishing all cleaning supplies to properly perform the above services

OTHER OPERATIONS:

This service shall include replacing light bulbs or fluorescent tubes and starters as needed

EXHIBIT "G"

PREVAILING WAGE CERTIFICATION OF COMPLIANCE

DAS File No.: _____

Location: _____

Date: _____

I hereby certify that as of the date prescribed, that section XI - C has been performed, that all payrolls submitted for construction performed for this lease are correct and complete, and that the wage rates shown are not less than those required by the lease and applicable provisions of Chapter 4115 of the Ohio Revised Code.

Signature: _____

Title: _____

Date Signed: _____

**ATTACHMENT NINE: STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

CONTINUED

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by Sub-contractor(s):

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

ATTACHMENT TEN: SCOPING AND SIZING STATISTICS

Implications of Statewide Infrastructure Consolidation

As presented elsewhere in this section, and throughout the RFP, this effort is central to the State’s Statement of Direction and a core enabling strategy for the consolidation of Statewide computing activities. To provide broader context as to the scope, relative sizing, nature and criticality of this effort to the State, the following high level statistics are provided. All values are approximate and subject to a detailed inventory as provided for herein as they relate to the SOCC. Non-SOCC based values are for information purposes only and subject to change.

Statewide – Top 25+ Agency Server Composition

The State has recently conducted an automated data gathering exercise covering agencies with large server concentrations. In general, physical and virtual server counts are deemed as reliable estimates in aggregate, but due to the various deployment and implementation strategies employed by Agencies SOCC and Non-SOCC server counts are to be considered directionally accurate and not precise. A detailed inventory work requirement is described in section 7.0 of this RFP for devices within the SOCC that is designed to confirm these values. The “SOCC Tenant” data is a reasonable representation of data when collected and as provided by agencies throughout. Offerors should note that upon completion of a current inventory, there may be differences as equipment may have been added, removed, updated/refreshed or virtualized.

Agency	SOCC Tenant	Server Composition	Total Physical Servers	Total Virtual Servers	SOCC Based Servers (Phys)	SOCC Based Servers (Virt)	Non-SOCC Servers (Phys)	Non-SOCC Servers (Virt)
ADA	N		16	20	0	0	16	20
AGR	N		18	0	0	0	18	0
BWC	Y		494	210	395	168	99	42
COM	N		31	88	0	0	31	88
DAS	Y		22	65	18	52	4	13
DEV	N		40	0	0	0	40	0
DMH	Y		103	73	82	58	21	15
DMR	Y		79	0	63	0	16	0
DNR	N		44	57	0	0	44	57
DOH	Y		196	85	157	68	39	17
DOT	Y		144	190	115	152	29	38
DPS	Y		291	200	233	160	58	40
DRC	N		44	0	0	0	44	0
DYS	Y		72	13	58	10	14	3
EDU	Y		92	85	74	68	18	17
EPA	N		16	2	0	0	16	2
INS	N		31	27	0	0	31	27
JFS	Y		1115	107	446	43	669	64
LIB	N		18	0	0	0	18	0
LOT	N		23	0	0	0	23	0
OBM	N		84	69	0	0	84	69
ODE	N		92	85	0	0	92	85
OIT	Y		272	96	245	86	27	10
PUC	N	33	1	0	0	33	1	
RSC	Y	85	0	68	0	17	0	
TOS	Y	12	1	10	1	2	0	
TAX	Y	340	54	272	43	68	11	
OTHER	Y	0	0	0	0	0	0	
TOTAL		3,807	1,528	2,235	910	1,572	618	

Statewide – Top 25+ Agency Server Power Consumption

Based on the aforementioned survey data, SOCC tenancy, aggregate SOCC tenancy and power consumption, the following is an estimate of power consumption data by Agency. While “Total Power Consumption” is deemed accurate based on the surveyed computing servers and their presumed location. A 20% contingency has been added to provide for a margin for error and to factor servers that were not identified during automated inventory processes.

Agency	SOCC Tenant	Estimated Power Consumpt. (KW)	ctngcy. (20%)	Total Power Consumption (KW)	SOCC Based Power Use	Non SOCC Based Power Use
ADA	N	5.6	1.1	6.7	-	5.6
AGR	N	8.2	1.6	9.9	-	8.2
BWC	Y	112.4	22.5	134.9	89.9	22.5
COM	N	3.0	0.6	3.6	-	3.0
DAS	Y	7.9	1.6	9.5	6.3	1.6
DEV	N	9.1	1.8	10.9	-	9.1
DMH	Y	24.6	4.9	29.5	19.6	4.9
DMR	Y	33.5	6.7	40.2	26.8	6.7
DNR	N	28.6	5.7	34.3	-	28.6
DOH	Y	48.4	9.7	58.1	38.7	9.7
DOT	Y	60.1	12.0	72.1	48.1	12.0
DPS	Y	91.3	18.3	109.6	73.1	18.3
DRC	N	19.3	3.9	23.2	-	19.3
DYS	Y	26.1	5.2	31.3	20.8	5.2
EDU	Y	28.9	5.8	34.7	23.1	5.8
EPA	N	2.9	0.6	3.5	-	2.9
INS	N	15.4	3.1	18.5	-	15.4
JFS	Y	168.9	33.8	202.7	67.6	101.4
LIB	N	7.5	1.5	8.9	-	7.5
LOT	N	11.2	2.2	13.4	-	11.2
OBM	N	1.7	0.3	2.1	-	1.7
ODE	N	33.0	6.6	39.6	-	33.0
OIT	Y	51.6	10.3	62.0	46.5	5.2
PUC	N	16.7	3.3	20.0	-	16.7
RSC	Y	0.5	0.1	0.5	0.4	0.1
TOS	Y	4.9	1.0	5.9	3.9	1.0
TAX	Y	48.5	9.7	58.2	38.8	9.7
OTHER	Y	400.0	80.0	480.0	480.0	-
TOTAL		1,269.7	253.9	1,523.7	983.7	366.1

Statewide – Top 25+ Agency Computing Infrastructure Space Utilization

Based on the aforementioned survey data, SOCC tenancy, and a suite-by-suite assessment at the SOCC of space utilized for computing purposes and non-computing/administrative purposes, the following table highlights aggregate computing space requirements for the SOCC. Offerors are to note that non-SOCC computing space calculations are estimates that are based on typical computing space densities common in the State. Additionally, Offerors are to note the relatively low density (i.e., computing devices per square foot) at the SOCC which is expected to be addressed as part of this initiative.

Agency	SOCC Tenant	SOCC sqft (Computing)	SOCC sqft (non-Computing)	Non-SOCC sqft (Computing)	Total Compute Space
ADA	N	-	-	602	602
AGR	N	-	-	678	678
BWC	Y	2,645	640	464	3,109
COM	N	-	-	1,167	1,167
DAS	Y	7,443	3,787	471	7,914
DEV	N	-	-	1,506	1,506
DMH	Y	320	968	47	367
DMR	Y	82	-	21	103
DNR	N	-	-	1,657	1,657
DOH	Y	3,859	3,700	673	4,532
DOT	Y	4,550	11,845	490	5,040
DPS	Y	6,310	1,120	1,578	7,888
DRC	N	-	-	1,657	1,657
DYS	Y	780	12,423	165	945
EDU	Y	1,144	4,052	693	1,837
EPA	N	-	-	602	602
INS	N	-	-	1,167	1,167
JFS	Y	8,990	413	12,304	21,294
LIB	N	-	-	678	678
LOT	N	-	-	866	866
OBM	N	-	-	3,162	3,162
ODE	N	-	-	3,464	3,464
OIT	Y	24,800	42,017	2,037	26,837
PUC	N	-	-	1,242	1,242
RSC	Y	412	2,337	640	1,052
TOS	Y	1,064	12,101	246	1,310
TAX	Y	7,424	5,068	1,602	9,026
OTHER	Y	14,313	4,815	-	15,353
TOTAL		84,136	105,286	39,876	125,053

SOCC Configuration by Floor: Additional Tenant Specifics

In addition to the previously provided State computing statistics, the following table represents the configuration of the SOCC on a floor-by-floor and Agency-by-Agency basis as of the fall of 2011. Slight deviations may exist between the preceding tables due to timing and measurement methodology differences.

Tenant	Relative Space by Tenant	Raised Floor Space 2nd Floor (Sq. Ft.)	Raised Floor Space 3rd Floor (Sq. Ft.)	Raised Floor Space 4th Floor (Sq. Ft.)	Total Raised Floor Space (Sq. Ft.)	Raised Floor for Compute Space (Sq. Ft. Estimate)	Raised Floor for Office Space (Sq. Ft. Estimate)	Estimated Space Used for Office/Storage (%)	Power (Kilowatts (kW))	Power per Sq Ft of Raised Floor (Watts/Sq. Ft.)	Power per Estimated Compute (Watts/Sq. Ft.)	Cooling (Tons of Cooling)
BWC	1.6%		3,285		3,285	2,645	640	19.5%	52	15.8	19.7	40
DAS Desktop	1.3%		2,775		2,775	532	2,243	80.8%	17	6.1	32.0	20
DPS	3.6%			7,430	7,430	6,310	1,120	15.1%	283	38.1	44.8	120
DYS	6.4%			13,203	13,203	780	12,423	94.1%	36	2.7	46.2	60
Education	2.5%			5,196	5,196	1,144	4,052	78.0%	57	11.0	49.8	40
ETech	0.4%		817		817	649	168	20.6%	27	33.0	41.6	0
GOSIP/Network Services	1.7%		3,465		3,465	3,465	0	0.0%	29	8.4	8.4	20
Health	3.6%			7,559	7,559	3,859	3,700	48.9%	96	12.7	24.9	60
MARCS	2.4%			4,990	4,990	3,446	1,544	30.9%	44	8.8	12.8	60
Mental Health	0.6%		1,288		1,288	320	968	75.2%	20	15.5	62.5	0
ODJFS	4.5%	9,403			9,403	8,990	413	4.4%	288	30.6	32.0	120
ODOT	7.9%		16,395		16,395	4,550	11,845	72.2%	54	3.3	11.9	120
OIT	32.1%	46,229	20,588		66,817	24,800	42,017	62.9%	334	5.0	13.5	420
OSC	6.5%			13,499	13,499	12,600	899	6.7%	528	39.1	41.9	230
Sec of State	2.3%			4,788	4,788	1,040	3,748	78.3%	*	*	*	0
Taxation	6.0%	12,492			12,492	7,424	5,068	40.6%	106	8.5	14.3	140
Treasurer	6.3%			13,165	13,165	1,064	12,101	91.9%	9	0.7	8.5	80
Vacant space	10.3%		21,317		21,317		21,317	100.0%				
Total	100.0%	68,124	69,930	69,830	207,884	83,618	124,266		1,980	9.5	23.7	1,530

* NOTE: Uncertain power in Secretary of State suite

Other High Level Design Considerations

The State believes based on industry averages for a low density data center (1 device per square foot) and high density data centers (3 devices per square foot) that the space available on the 2nd floor of the SOCC (approximately 85,000 sq. ft. of raised floor) will be adequate for State use with a more efficient use of the space as well as the State's strategy to virtualize servers over the coming years. As a summary, using contemporary low density data center benchmark values (i.e., 1 device per square foot) the following equation may drive Contractor design considerations for the 2nd floor of the SOCC:

Conceptual Top Level Statewide Infrastructure Computing Space Calculation								
SOCC Servers est.	+	SOCC Storage est.	+	SOCC Network Elements est.	+	Other / Contingency	=	Total Potential SOCC Devices
5,500	plus	2,000	plus	550	plus	500	equals	8,550
<i>Note: This calculation is for illustration purposes only to convey the understood availability of space in the SOCC in consideration of the total statewide infrastructure computing device compliment. The actual migration of these devices from existing Agency locations to the SOCC is an out of scope activity for this RFP.</i>								

Assuming 8,550 sq. ft. total SOCC potential based infrastructure computing devices in a future consolidation scenario and in consideration of the approximately 85,000 sq. ft. available on the 2nd floor of the SOCC (following remediation) the State believes there will be more than adequate space on the 2nd floor of the SOCC for Statewide use. The resultant density would be on the order of one (1) device per ten (10) square feet which compares favorably with current low density benchmarks of one (1) device per one (1) square foot.

Offerors are to note that following the offeror qualification process, electrical and mechanical drawings of the SOCC in its current form, and a State proposed design concept for the 2nd floor will be available in the Document Library for review by Qualified Offerors.

These details are provided for 2nd floor design considerations only. The actual migration of non-SOCC based infrastructure computing devices is specifically outside of the scope of this RFP. This migration has not been scheduled by the State and offerors should not assume or infer any future potential commitments, projects, work or payments by the State to the offeror for this work as part of a response to this RFP.

Current Composition of Permanent State Personnel at the SOCC

Currently the State has deployed personnel that utilize the SOCC a mixed computing and non-computing (i.e., administrative) facility. While the State will manage all matters associated with the movement of non-essential personnel from the SOCC, the following table represents the current occupancy, regardless of computing or non-computing purposes by floor:

SOCC Floor	Personnel Count
1st Floor	13
2nd Floor	110
3rd Floor	171
4th Floor	34
Approximate TOTAL	328

Offerors should note that these figures do not count transient users of the facility such as personnel that attend meetings in the SOCC or agency personnel that are accommodated from time to time on a temporary basis in association with projects for their agency that have historically required an temporary on-site presence (e.g., implementing a system component upgrade/refresh over a short duration).

It is the State's direction that all non-essential personnel will be removed from the SOCC and relocated to an agency location. Non-essential personnel, in general, are those who in the course of performing their normally assigned work responsibilities and duties do not require physical "hands-on" access to a computing device located within the SOCC.

ATTACHMENT ELEVEN: COST SUMMARY

An offeror Cost Summary template has been created that is designed to provide for the capture of offeror proposed costs and potential credits associated with the project. Offerors are instructed to complete the spreadsheet, without alteration, to capture all costs associated with their proposal. The spreadsheet does not contain any formulas pertaining to evaluation of costs other than simple sub-totals by Project Work Areas and task area totals for each RFP element that the State will analyze using the methodology described in this section. In all cases, costs should be shown based by State Fiscal Year, which commences on July 1st of a given year and concludes on June 30th of the following year.

Offeror costs must be inclusive and complete, and provisions for “other costs not identified” by each area have been made to assist offerors in identifying costs that have not been contemplated by the State. In all cases, costs that are not specified by the offeror in this spreadsheet template will not be considered nor allowable. For areas of “other costs not identified”, offerors are instructed to provide the summary cost in the spreadsheet template (in aggregate) and a detailed description, costs and rationale on the third tab of the spreadsheet entitled “Costs not Otherwise Captured”.

Alteration of this spreadsheet in the form of adding rows and columns is prohibited and may result in the rejection of the Proposal. Offerors are encouraged to model their costs outside of this spreadsheet and propose them to the State using this spreadsheet as provided.

Cost Summary Template Structure

The Cost Summary template is provided in Microsoft Excel® format. It is organized in the following areas:

Cost Area 1: SOCC Remediation and Operating Improvements Project Services (“Project Costs”)

This cost area is designed to mirror the structure of the RFP Supplement Two with specific identification of costs for each section and sub-section of Supplement Two. While the State believes that the Project may actually require 12-18 months to successfully complete, twenty-four months have been provided to capture offeror cost proposals on a Work Area, and RFP Section basis, by month. The State will evaluate total costs for this cost area, comparative analysis of Work Area Sections, Work Area timing as well as overall project timing and costs. Additionally offeror proposed costs will be comparatively analyzed to identify cost outliers (either favorable or unfavorable) as well as aggregated mean costs across all offeror proposals.

For items check marked “BOM Required”, offerors are to provide details of the Bill of Materials (BOM) associated with Infrastructure Improvements on the second tab (“Required Bill of Materials”) of the Cost Summary Template.

Offerors should ensure that the cost timing indicated in the completed Cost Summary template closely follows any proposed project plans so that the State can best analyze and understand the offeror responses. Pricing proposed for Cost Area 1: SOCC Remediation and Operating Improvements Project Services shall represent payments from the State to the Contractor.

Cost Area 2: Ongoing Facility and Managed Infrastructure Service

Offerors are to categorize their response by costs associated with Technical Facility Management Services (Section 9 of Supplement 2) and Ongoing Managed Service Steady State Run Services (Sections 8.7-8.13) in consideration of the Work and Service Levels that are in effect pertaining to the Work.

While the State and Contractor may determine that a monthly payment structure is prudent during the final contracting phase of this RFP, for purposes of convenience quarterly charges by fiscal year are sufficient. Offerors are to include any “out-year” pricing reductions based on efficiencies, economies of scale, automation, increases in technology or other innovations and the like, but exclusive of cost

of living adjustments, inflation, State labor rate and other factors that are addressed in Section 12 of the RFP – (“Cost of Living Adjustments”).

The State will adjust all Cost Proposals that propose utilizing State labor resources according to the following formula. A blended cost factor representing average State fully loaded labor rates for State retained Infrastructure Staff shall be \$120,000 annually. Therefore, and by example should one offeror’s (in this example Offeror 1) designed steady state Managed Services organization require 200 State employees and another offeror (Offeror 2) require 225 State employees, the offerors’ proposed costs shall be analyzed by the State as follows:

Offeror 1 Proposed Cost						
Proposed Offeror 1 Managed Service Annual Cost	+ plus	200 State Infrastructure Employees	X times	\$120,000	= equals	Proposed Offeror Managed Service Annual Cost + \$24M
Offeror 2 Proposed Cost						
Proposed Offeror 2 Managed Service Annual Cost	+ plus	225 State Infrastructure Employees	X times	\$120,000	= equals	Proposed Offeror Managed Service Annual Cost + \$27M

Offeror’s should note that the State’s goal is to compare total offeror costs to deliver the services to the State. Therefore all Cost Proposals will be evaluated based on a proposed cost and total cost basis. This approach is designed to level State costs associated with collaborating with the offeror to deliver the Managed Infrastructure Service to the State. Offerors should note that the fully loaded Infrastructure Employee cost is an estimate, used for total cost calculations and equivalency purposes, actual employee costs may differ, but in all cases this State employee cost shall be applied equally across all offeror Cost Proposals based on the number of State employees proposed by the offeror to deliver the solution as described in sections 8.2 and 8.3 of Supplement 2. Offerors should additionally note that State labor costs will not factor in any other Cost categories in the Cost Summary. In no case shall offeror’s be permitted to collect, mark-up, recover or claim costs associated with State employees as this formula is designed to allow the State to compare costs from a “total service” perspective. As this Contract is multi-year in nature, State employees will be modeled with a three percent (3%) annual total cost uplift commencing in year 2 of the Contract.

Offeror pricing should not include any elements that are out of scope, which includes computing environments that are not currently located or maintained in the SOCC. Should the need to change the scope arise, the State will address the changes to the scope using Cost Area 5 (“Additive/Reduced Monthly Recurring Charges”), Cost Area 6 (“Infrastructure Resource Rate Card”) or if the scope is not defined or included in this Contract, it will be addressed at a future date under a Change Order or Amendment to this Contract based on mutual agreement of the State and Contractor. Costs in this area shall represent payments from the State to the Contractor.

Cost Area 3: Lease of the SOCC 3rd Floor (Optional)

Should the Cost Proposal include a lease of the 3rd floor from the State for Private, Public or Commercial use, net lease payments to the State from the Contractor should be specified in this portion of the Cost Summary Template by quarter, by State Fiscal year. As these payments are in the form of a lease of the 3rd floor of the facility, they will effectively reduce or offset costs paid from the State to the Contractor associated with the Project (Cost Area 1) and the ongoing Managed Service (Cost Area 2).

Cost Proposals that do not include a lease of the 3rd floor of the SOCC by the Contractor with lease payments from the Contractor to the State should indicate such by placing a zero ("0") in all cells. The State will analyze the lease payment stream as an offset or reduction to payments from the State to the Contractor as described later in this section. Costs in this area shall represent payments from the Contractor to the State.

Cost Area 4: Termination Charge Schedule

Cost Area 4 is divided into two sections that are designed to provide for the Contractor to recover costs associated with an early termination of the Contract. Two areas are provided 1) termination for convenience; and 2) termination for cause. In general, and subject to the terms and conditions surrounding termination described elsewhere in this RFP, the State wishes to gather costs associated with the anticipated termination of the Contract prior to reaching the end of the term. Should the agreement run to term, the termination costs are assumed by the State to be zero (\$0), plus any wind-down or transition costs as provided for elsewhere in Sections 4.8.2 – 4.8.4 of Supplement 2 which shall be mutually agreed at the time of the transition.

In the event of a mid-fiscal year termination for convenience, the termination amount shall be straight line prorated based on the month that the termination notification takes effect. As an example: if the FY2014 termination amount is \$5M and the FY2015 termination amount is \$4M and the termination notification is in December of 2014 (or six months into the fiscal year), the amount due, unless otherwise agreed, shall be \$4.5M.

Costs in this area shall represent payments from the State to the Contractor only upon the termination of the Contract between the State and Contractor, net of any other costs or credits provided for elsewhere in this RFP.

Cost Area 5: Additive/Reduced Monthly Recurring Charges

The State and Contractor will develop mutually agreeable definitions of service elements (generally, servers, storage, backup and help desk calls) based on the then-current technology elements deployed. Based on the current deployment, and in keeping with industry standards, the State has created several charge classes in the form of Additive and Reduced Monthly Recurring Charges. The State plans (as a separate effort, outside of the Scope of this RFP) to migrate additional infrastructure Elements to the SOCC. The State wishes to collect offeror costs associated with the addition or removal of these Infrastructure Elements to the SOCC and the Managed Service.

Costs in this area are to represent the additive or reduced (ARC/RRC) monthly charges associated with adding a single unit to the Managed Service that is not otherwise considered in-scope at the time of commencement of this Contract. Should the State remove an Infrastructure Element from the Managed Service, the monthly charges shall be reduced accordingly.

The State makes no distinction between physical and virtual servers from a cost perspective. Offerors are encouraged to review the State's current summary server inventory (See Document Library Contents) for additional details and statistics pertaining to servers currently maintained within and outside of the SOCC as well as the degree of virtualization currently in place.

For purposes of cost analysis the offerors' proposed ARC/RRC tables will be compared against one another directly based on one or more of the following analysis areas: 1) direct comparison across offerors; 2) cost of adding 75% of all Infrastructure Elements that are not currently in the SOCC to the

~~Contractor~~- Managed Service within the SOCC; 3) multi-year efficiency or cost reductions associated with economies of scale, automation, advances in technology and other factors as directly reflected utilizing Contractor proposed ARC/RRC values for years 2014-2021.

By way of illustration:

Supported Intel Infrastructure Servers (Monthly ARC/RRC) - Example									
	2013	2014	2015	2016	2017	2018	2019	2020	2021
Offeror 1	\$289	\$280	\$275	\$270	\$260	\$250	\$245	\$240	\$235
Offeror 2	\$289	\$280	\$270	\$267	\$255	\$242	\$238	\$236	\$231

In this example, both Offeror 1 and 2 have similar 2013-2014 ARC/RRC proposed charges. However in years 2016-2021 Offeror 2's proposal would be more highly rated than Offeror 1 due to the reduction in ARC/RRC charges.

Cost Area 6: Infrastructure Resource Rate Card

The State may from time to time request proposals for the design, development, migration, testing and deployment of new Infrastructure elements or significant Infrastructure enhancements ("Infrastructure Development Projects"). Upon completion of an Infrastructure implementation, the completed infrastructure element, once meeting the State's acceptance criteria, will, in most cases, be managed on an ongoing basis within the ~~Contractor~~- Managed Service.

The State may also request additional services from the Contractor. When additional services are provided by the Contractor, the SOW and SLAs described in this RFP may not apply (to be determined at the time of contracting by mutual agreement between the State and the Contractor). Due to the strategic nature of this potential future work, its value to the State and the synergies with the activities in this RFP, the State views it as advantageous to maintain a "rate card" for certain infrastructure roles that are convenient to both the State and the Contractor to address other elements of the State's Infrastructure consolidation.

The State has identified key roles that may be required to address projects including, but not limited to (as examples):

- Statewide network consolidation;
- Provision for a 2nd / Disaster Recovery Site Capability;
- Consolidation of servers maintained outside of the SOCC to the SOCC; and
- More aggressive virtualization of Infrastructure Elements.

Offerors are to note that all of these examples are specifically out of scope for this RFP, may be subject to change or deletion, have indeterminate timing and may include other factors as to not be initiated by the State.

Therefore offerors are required to populate proposed hourly rates for each infrastructure project resource description (labor category) provided. The State believes that there may be hourly pricing concessions associated with higher commitment levels by the State to the Contractor for these services. Therefore to better understand this potential, and to analyze the cost differences between offerors, several commitment and spend levels have been requested.

Offerors are to interpret and price resources utilizing the following considerations:

Single Resource Commitment	Annual Project Spend Level
Adhoc: the State utilizes Contractor personnel on a month-by-month basis for the completion of mutually agreeable tasks in a defined SOW without any retainage or holdbacks.	> \$1M: the State, in aggregate outside of any prior contracted work utilizes Contractor resource for a committed \$1M (up to \$5M) within a 12 month period subject to the conditions in the 6 month commitment level to the left.
6 Month: the State utilizes Contractor	> \$5M: the State, in aggregate outside of any

<p>personnel for a 6-12 month engagement on an agreed purchase order without any retainage or holdbacks for a defined SOW. This SOW may include specific deliverables that are not tied to payment milestones, but must be reviewed and approved by the State. The Contractor is responsible for ensuring that the deliverables are corrected as to be acceptable to the State over the course of the contracted work period.</p>	<p>prior contracted work utilizes Contractor resource for a committed \$5M (up to \$10M) within a 12 month period subject to the conditions in the 6 month commitment level to the left.</p>
<p>1 Year+: the State utilizes Contractor personnel for a contract period of more than one year on an agreed SOW or as part of a larger project. This SOW may include specific deliverables that may be tied to payment milestones, but must be reviewed and approved by the State. The Contractor is responsible for ensuring that the deliverables are corrected as to be acceptable to the State within the parameters of the mutually agreed SOW.</p>	<p>> \$10M: the State, in aggregate outside of any prior contracted work utilizes Contractor resource for a committed \$10M or more within a 12 month period subject to the conditions in the 1 Year+ month commitment level to the left.</p>

Offerors should note that all work that leverages the Rate Card are subject to State Procurement policies, shall not commence without written authorization from the State (usually in the form of an Amendment and Purchase Order) and are subject to other provisions contained elsewhere in this RFP. The examples provided are for offeror pricing interpretation and illustration purposes only and will be utilized based on a superseding Change Order to this Contract or standalone Statement of Work. Should the Contractor, following the award of the Contract, offer lower than Rate Card pricing, then that pricing shall apply to the Contract and impacted SOW. In no cases shall the Contractor offer pricing for equivalent resources that is higher than the Rate Card for Infrastructure Services to the State.

For purposes of cost analysis the offerors' proposed Rate Cards will be compared against one another directly based on one or more of the following analysis areas: 1) direct comparison across offerors; 2) committed discount levels based on duration; and 3) committed discount levels based on aggregate spending.