

AMENDMENT #2 FOR RFP NUMBER 0A1141

DATE AMENDMENT ISSUED: October 15, 2014

The State of Ohio, through the Department of Administrative Services, on behalf of the Development Services Agency, TourismOhio is requesting proposals for:

Website Redevelopment, Hosting & Ongoing Maintenance for DiscoverOhio.com

INQUIRY PERIOD BEGINS:	October 1, 2014
INQUIRY PERIOD ENDS:	October 22, 2014
OPENING DATE:	October 29, 2014
OPENING TIME:	1:00 P.M.
OPENING LOCATION:	Department of Administrative Services General Services Division IT Procurement Services Bid Desk Attn: Valerie Piccininni 4200 Surface Road Columbus, Ohio 43228-1313

This RFP consists of five parts and 9 attachments, totaling 72 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.

This page represents the amendment for the Request for Proposal (RFP) listed above. Please use this page to replace the page previously issued by the state.

Specifications and requirements that have been revised are indicated with asterisks and/or bold type.

evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel that have 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.

During the technical evaluation, the State will calculate a point total for each Proposal that 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 Contract Manager position may not be used to meet any other team member requirements, ***except the Project Manager position**. Each candidate proposed for the Work 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 interests, 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. However, the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. 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.

Design Document. The Contractor must develop a detailed Design Document that includes all components of the web portal. This Design Document must define the design and the complete architecture of the system including, but not limited to:

- functional and technical specifications
 - system and user interfaces
 - customizations
 - workflow
- **Software Recommendations:** The Contractor must provide the TourismOhio Multimedia Marketing Coordinator recommendations for any additional software or specific software versions required for the development and production of the web portal. This recommendation will be reviewed by the TourismOhio and Development Services IT Office who will make the final determination as to the software components of this project. No third party tools or technologies must be utilized unless they are pre-approved by TourismOhio.

***Design and Analysis Deliverables. Deliverables to be produced by the Contractor for the TourismOhio Website must include the following:**

- 1. Design Document; and**
- 2. Software Recommendations.**

DEVELOPMENT

Contractor Development Deliverables. Deliverables to be produced by the Contractor for the website development phase include:

- Completed Industry Listing Database / Web Portal built in accordance with Design Document and approved by the TourismOhio;
- Website built according to the Design Document; and
- Letter from Contractor certifying that the website and database have been built according to the Design Document and is ready for data population and/or testing.

DATA POPULATION

- The Contractor will be responsible for transferring existing database information to new listing database system, if possible. If it is determined to be technically infeasible to transfer existing database entries, a solution will be determined in cooperation with TourismOhio staff.
- The Contractor is responsible for correcting any erroneous data entry at its own expense. The TourismOhio will verify the accuracy of the information entered into the database by the Contractor.

Contractor Data Population Deliverables. Deliverables to be produced by the Contractor for the web portal in the data population phase include:

- A web portal and database with the data that the Contractor is required to transfer from existing database into new web portal system.

TESTING/CORRECTIONS

System Testing.

- The Contractor shall provide a proposed written test plan consistent with the Design, Development, Data Population, Training, website Testing (beta testing, beta test corrections, and Final Testing/Corrections), go-live, and thirty (30) day performance period.
- The plan shall include, but not be limited to, all necessary criteria and tests which must be performed to ensure that TourismOhio website solution as a whole, and all components thereof, satisfy the requirements included in the Contract,
 - a description of all phases of testing;
 - provisions for the documentation of testing results;

- problem detection, and corrective measures taken to permanently address problems; and
 - a description of the resources, including the TourismOhio and Contractor staffing, necessary to conduct testing.
- Upon delivery, the Contractor must provide Unit Tests coded in Visual Studio to be utilized for regression testing.

The Database/Web Portal Testing and the consumer-facing website testing may be performed concurrently. However, the Testing will occur until the entire web system is accepted by the TourismOhio.

Web Portal Testing.

- TourismOhio, ODSA IT, select third-party users and the Contractor will review and beta test the web portal. The testing will verify the full functionality and technical usability of the system.
- A Final Testing/Corrections period will be conducted prior to the website going “live.”
- The Contractor must identify the cause of any problems discovered with the website developed/designed software and middleware applications, and must immediately resolve, at its expense any problems discovered and still be required to meet the target launch of May 1, 2015 Acceptance/Live date.

The target date for the website to go “live” is on or before May 1, 2015. Any offeror must be prepared to reach this target date.

Contractor Deliverables for Testing. Deliverables to be produced by the Contractor for this Testing Phase include:

- Provide a defect and resolution log; and
- All problems identified during testing have been resolved by the Contractor and verified by ~~*the Ohio~~ **EMA TourismOhio.**

TRAINING

The Contractor must provide training on the web portal/database system to TourismOhio staff. The training will be held at TourismOhio for approximately five (5) individuals of varying skill levels. At a minimum, training must include a training coordinator/facilitator and technical individuals who worked on this project.

The Contractor must provide training on the website and the Content Management System to TourismOhio staff. The training will be held at TourismOhio for approximately five (5) individuals of varying skill levels. At a minimum, training must include a training coordinator/facilitator and technical individuals who worked on this project.

The training must include, but not limited to:

- creating/editing text on website;
- uploading graphics and banner photos;
- uploading blogs;
- publishing blogs;
- uploading press releases and other information to the press room;
- adding new videos to video player; and
- any other key functions.

Contractor must provide a full knowledge transfer to the Development Services Agency staff before executing the transition.

Additionally, the Development Services Agency may opt to delay the transition by extending the services of the Contractor for the maintenance and enhancement of the Tourism website. Through the duration of the Contract, the Contractor must provide technical and troubleshooting assistance to the State 24 hours per day, **7 days per week, and 365 days per year.**

No holiday exclusions apply to this technical assistance requirement. Contractor technical assistance must be reachable by telephone with a response time based upon impact severity.

Work Hours and Conditions. Unless otherwise noted the State’s work hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday, except official State holidays.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract’s requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

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

The Contractor’s Fee Structure.

Deliverable	Payment
Website Redesign (Target Launch of May 1, 2015)	
<p>*PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> • Updated Proposed Solution/Project Plan; and • Status Reports* (throughout acceptance of the TourismOhio website project) 	Monthly
<p>*DESIGN AND ANALYSIS</p> <ul style="list-style-type: none"> • Design Document • Software Recommendations 	Monthly
<p>*DEVELOPMENT</p> <ul style="list-style-type: none"> • Completed Industry Listing Database / Web Portal built in accordance with Design Document and approved by the TourismOhio; • Website built according to the Design Document; and • Letter from Contractor certifying that the website and database have been built according to the Design Document and is ready for data population 	Monthly

and/or testing.	
<p>*DATA POPULATION</p> <ul style="list-style-type: none"> • A web portal and database with the data that the Contractor is required to transfer from existing database into new web portal system. 	Monthly
<p>*TESTING AND CORRECTIONS</p> <ul style="list-style-type: none"> • Provide a defect and resolution log; and • All problems identified during testing have been resolved by the Contractor and verified by TourismOhio. 	Monthly
<p>*TRAINING</p> <ul style="list-style-type: none"> • Two Separate Database Instruction Manuals (1 for industry users; 1 for TourismOhio admin use) • Database training course completed. 	Monthly
<p>*ACCEPTANCE</p> <ul style="list-style-type: none"> • Fully functional website ; • Fully functional Database/Web Portal; • All problems identified during the performance period have been resolved by the Contractor and verified by TourismOhio; • Additional training for TourismOhio staff if significant changes are made to the website as a result of the testing or performance period; and • The Contractor will be responsible for providing TourismOhio with a revised digital copy of the instruction manual with any corrections that result from the testing and/or performance period. 	
*HOSTING	
Hosting Services including maintenance	Monthly

If the State enters into a license agreement directly with a 3rd party licensor proposed by the Contractor, the State may make the license fee payment directly to the licensor.

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

The State will withhold a minimum 15% ~~*of the Not-to-Exceed Fixed Price~~ which constitutes the Fee at Risk (see below on page 32). Once the State verifies that the MBE's portion of the work has been completed and accepted, it will pay the Contractor the amount that was withheld.

MBE Set Aside and Reporting. Within 15 business days after the award of the RFP, but prior to the commencement of any subcontract work, the selected offeror must submit the names of selected Ohio certified MBE subcontractors for approval to the Agency.

Additionally, where the State requires a formal deliverable or approval due to the nature of the work or requirement requested whether Project or Services related, these items are indicated with a red star (★) in the relevant Supplement. Offerors are to pay particular note to these items.

Each Proposal must contain the following **tabbed sections in the in-line response**:

- Cover Letter
- Subcontractor Letters
- MBE Subcontractor Plan
- Offeror Profile
- Offeror Certification Form
- Offeror Profile Summary Form
- Staffing Plan
- Proposed System Solution
- Time Commitment**
- Assumptions
- Support Requirements
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Vendor Information Form
- Independent Contractor Acknowledgement Form
- Standard Affirmation and Disclosure Form
- Acceptance of Attachment Four – General Terms and Conditions
- Acceptance of Supplement ***Two One**– Security and Privacy, State IT Computing Policy and State Data Handling Requirements.
- *Acceptance of Supplement Two-Service Level Agreement**
- Affirmative Action Plan
- Secretary of State Registration
- Cost Summary (must be separately sealed)

Cover Letter. The offeror must include a cover letter in the form of a standard business letter that provides an executive summary of the solution the offeror plans to provide, and an individual authorized to legally bind the offeror must sign the letter. The letter also must include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, D-U-N-S number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A statement that the offeror's Proposal meets all the requirements of this RFP;
- e. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
- f. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
- g. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
- h. A statement that the offeror is proposing a ***Project Manager and Contract Manager who is are a regular, fulltime employees** of the offeror;
- i. A statement that the offeror will not substitute, at Work start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. the candidate resigns, is deceased, etc.); and

The offeror must document, at a minimum, two (2) previous digital marketing projects of similar size, complexity, and scope.

The offeror must have at least one (1) project demonstrating experience providing hosting services for a project of similar size, complexity, and scope within the last 36 months.

Required Experience and Qualifications. The offeror must complete this section to demonstrate that it meets the requirements for experience. (Refer to Attachment Seven.) For each reference, the offeror must provide the information in the same manner as described under Attachment Seven.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.

Staffing Plan. The offeror must provide a staffing plan that identifies all key personnel required to do the project and their responsibilities on the project. TourismOhio is seeking a staffing plan that matches the proposed project 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. A matrix matching each key team member to the staffing requirements in this RFP.
- b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
- c. A discussion of the offeror's ability to provide qualified replacement personnel.
- d. The offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the ***Project Manager and Contract Manager, dedicated** to the Project and any other, non-related work during the term of the Contract. The offeror must also include a statement indicating to what extent, if any, the Project Manager ***and Contract Manager** may be used on other projects during the term of the Contract. The Evaluation ***Committee Team** may reject any Proposal that commits the proposed Project Manager ***or Contract Manager** to other work during the term of the Contract if the **committee team** believes that doing so will be detrimental to the offeror's performance.

Proposed System Solution. The offeror must describe in detail how its proposed solution meets the requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality, technical and work requirements of this RFP and how the offeror's proposed solution meets those requirements.

All the specifications given in this RFP are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

The offeror must address Sections 2.1 and 2.2 in the Background Section and Attachment Two: Scope of Work in its entirety.

In addition to the information above, the offeror must provide a Project Plan detailing how it will meet the Acceptance/Live target date of May 1, 2015. Any offeror must be prepared to reach this target date. At a minimum, this section of the offeror's proposal must include the following:

Detailed project schedule (suggested Microsoft Project Gantt chart) showing all Project Deliverables, milestones, tasks and activities on a week-by-week schedule to serve as the basis

for managing the Project. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks;

- The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each task and a contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- Description of the project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

~~***Time Commitment.** The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Contract Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Contract Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Contract Manager or any proposed personnel to other assignments during the term of the Work, 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 reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

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.

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 Work 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 for cause 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 submit at least one originally signed W-9. A current W-9 form is available at www.irs.gov.

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-5657). The form is available at <http://ohiosharedservices.ohio.gov/VendorsForms.aspx>.

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.

Independent Contractor Acknowledgement Form. Unless the offeror is a “business entity” as that term is defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

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

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

Acceptance of Supplement 1 – Security and Privacy, State IT Computing Policy and State Data Handling Requirements. Offerors must include the entire content of Supplement 1 as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Requirements contained in Supplement 1.

***Acceptance of Supplement 2 – Service Level Agreement.** Offerors must include the entire content of Supplement 2 as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Requirements contained in Supplement 2.

Affirmative Action Plan. 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/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division’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 DAS/EOD office.

Secretary of State Registration. Before a contract can be awarded or renewed, the registration with the Secretary of State must be completed. Submit proof of registration with the Ohio Secretary of State’s Office.

Registration information can be found by going to the Ohio Secretary of State’s site: <http://www.sos.state.oh.us/SOS/Businesses.aspx>. Verification of the registration will be found at <http://www2.sos.state.oh.us/pls/bsqry/f?p=100>. Registration verification 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 Secretary of State’s office.

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

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

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

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager ***/Contract Manager**, the Contractor's Project executive, the State Project Manager, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

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

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

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

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

***After Implementation, the Contractor must designate a full time Contract Manager who will be dedicated 100% to the TourismOhio Website throughout operations for the remaining duration of the Contract. This position may be filled by the Project Manager. The Contract Manager must oversee all day to day operations activities of the Tourism Website, including reporting and handling of all escalated issues. The Contract Manager, in coordination with required Contractor staff (i.e. technical or customer service staff), must develop corrective action plans when the Contractor fails to meet performance standards as defined in this RFP.**

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

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

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

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

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

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

ATTACHMENT NINE

COST SUMMARY

Attachment Nine is included as an electronic form on the procurement website for this RFP. The Cost Proposal must be submitted in Microsoft Excel workbook in native Microsoft Excel format. Do not submit the Cost Summary in PDF format.

***The Amended Cost Summary has been posted to the Procurement Website. Offerors must also complete Sheet One, Resource Rate Card.**