

**AMENDMENT #2**  
**FOR**  
**RFP NUMBER 0A1081**

**DATE AMENDMENT ISSUED:** March 24, 2011

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Department of Natural Resources is requesting proposals for:

**DNR AERIAL PHOTO RECTIFICATION PROJECT**

<b>INQUIRY PERIOD BEGINS:</b>	<b>March 4, 2011</b>
<b>INQUIRY PERIOD ENDS:</b>	<b>March 25, 2011</b>
<b>OPENING DATE:</b>	<b>*April 4, 2011</b>
<b>OPENING TIME:</b>	<b>1:00 P.M.</b>
<b>OPENING LOCATION:</b>	<b>Department of Administrative Services I.T. Procurement Services Bid Room 4200 Surface Road Columbus, Ohio 43228</b>

**PRE-PROPOSAL CONFERENCE DATE:** March 18, 2011 at 10:30 a.m.

This RFP consists of five parts and ten attachments, totaling 69 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.

The attached pages represent the amendment for the Request for Proposal (RFP) listed above. Please use these pages to replace the page previously issued by the state.

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

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~~ **\*\$2,000,000** 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. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

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

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