

**A CONTRACT BETWEEN
THE STATE OF OHIO, THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
ON BEHALF OF THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND
FAIRFAX IMAGING, INC.**

THIS CONTRACT, which results from RFP 0A1052, entitled ODPS Remittance Processing Solution, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Public Safety, and Fairfax Imaging, Inc. (the "Contractor").

This Contract consists of this RFP, including all attachments, written amendments to this 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, any purchase orders, and Change Orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in another 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 RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State;
4. The Contractor's clarification document provided at the August 24, 2010 clarification and negotiation meeting;
5. The Contractor's revised Cost Summary based on August 24, 2010 clarification and negotiation meeting;
6. The Contractor provided Support Severity Levels - Service Level Agreement (SLA) for general issue resolution; and,
7. 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 August 26, 2010, 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**

By: James J. Everett
JAMES J. EVERETT

By: Hugh Quill / TET
Hugh Quill

Title: VICE PRESIDENT

Title: Director

Date: AUGUST 25, 2010

Date: 8/26/10

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1052
DATE ISSUED: May 19, 2010

The State of Ohio, through the Department of Administrative Services, for the Ohio Department of Public Safety is requesting proposals for:

ODPS Remittance Processing Solution

INQUIRY PERIOD BEGINS: May 19, 2010
INQUIRY PERIOD ENDS: June 9, 2010
OPENING DATE: June 16, 2010
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Department of Administrative Services
General Services Division
IT Procurement Services
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

PRE-PROPOSAL CONFERENCE DATE: May 27, 2010

This RFP consists of five parts and nine attachments, totaling 79 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Section 125.071 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Public Safety has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for a Remittance Processing Solution including the software to operate the solution, implementation and support (the “Project”), and this RFP is the result of that request.

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

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

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to four (4) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Public Safety.

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

Background. The Ohio Department of Public Safety (ODPS) is responsible for the safety and security of Ohioans. The ODPS is a cabinet level agency that is comprised of eight divisions including the Bureau of Motor Vehicles.

The Bureau of Motor Vehicles (BMV) oversees driver and motor vehicle licensing and registration. Remittance processing for the ODPS encompasses vehicle registration applications, handicap placard applications, dealer renewal notices and partial payments. All Ohio motor vehicle registrations must be renewed within 90 days of the expiration. Revised Code, Section 4503.102, requires a centralized system for motor vehicle registration renewal by mail or electronically. BMV provides four options to obtain registrations: through the mail, online on the OPLATES.com website, over the phone through an interactive voice response system or in person at a deputy registrar’s office. This RFP only addresses registrations that are processed through the mail. Dealer transaction processing occurs annually from January through July. Three options are provided for dealer renewals: through the mail, in person at the Shipley Customer Service Center or online at OhioAutoDealers.com. Driver License Suspensions accepts payments towards the fees of suspended driving privileges which can be done online, through the mail or at a Reinstatement Office. The existing ODPS Remittance Processing system processes approximately 2.3 million vehicle registrations, 370,000 driver license suspension payments, and over 20,000 dealer renewals annually.

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

- Acquire remittance processing solution necessary to meet the requirements in this RFP.
- Acquire remittance processing solution support and maintenance.
- Acquire implementation services for the remittance processing solution.
- Acquire support and maintenance for existing hardware.

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

Only existing commercial software packages will be acceptable, proposals to develop a custom application from scratch will be rejected.

The ODPS will acquire all offeror recommended hardware, the operating systems and any required Microsoft Suite products, as long as these recommendations fall within the ODPS standards (See Supplement Four).

The selected Contractor must provide project management, detailed system design, configuration, implementation, testing, conversion, training and documentation required to implement the software by March 31, 2011. All work performed by the Contractor must be performed at the Ohio Department of Public Safety Columbus Ohio headquarters. The Contractor must also provide training to the ODPS BMV business units specific to end user usage of the proposed solution and technical training for the ODPS IT staff.

The ODPS Remittance Processing Solution project includes, but is not limited to, the following:

- Mail Processing
- Scanning and Capturing Images
- Displaying Images
- Processing (applications, correspondence, checks/money orders and cash)
- Exception Processing
- Reports and Queries
- Security

The remittance processing software must be well documented, fully tested, stable software that allows future enhancement and upgrades as needed. This software must interface with the necessary business processes in the following ODPS systems:

- Automated Title Processing System (ATPS);
- Business Application Services System (BASS);
- Custom Processing and Indexing Client (CPIC) - IBM Document Imaging System;
- Dealer System (DLRSYS);
- Law Enforcement Automated Data System (LEADS);
- Refund Management System;
- Transaction Database (TDB);
- Vehicle Registration (VR) System; and
- Withdrawal Management System (WMS).

An overview of the requested products and services is provided below.

Software Required

- An upgradeable, supported, remittance processing Commercial Software product. This solution must meet the requirements identified in Supplement Three.
- All development, version control, and other software needed to complete the Project.
- License agreements for all proposed key Commercial Software products that provide for upgrades, fixes to the base application software (as required), and support. The key Commercial Software products include remittance processing software and any associated software required for full functionality. The software provider for each key Commercial Software product must agree to support the proposed remittance processing software for a minimum of five years and must provide a fixed price for maintenance for each of the first four years. The offeror must provide written evidence of these commitments from all key software providers as part of its

Proposal. Additionally, the State seeks Commercial Software products with a one-time license fee for a perpetual enterprise license of the product.

Services Required

- Configuration, modification and implementation of all functions of the proposed software to meet the requirements identified in Supplement Five.
- Installation, configuration and implementation of all other proposed software necessary to implement the ODPS Remittance Processing Solution.
- Software support and maintenance.
- Maintenance of the existing ODPS Remittance Processing system proprietary hardware **OPEX 7.5 IEM, OPEX AS3600I, OPEX 51 and NCR 7780** or any proposed replacement hardware.

As part of the Project, the Contractor must license or arrange for the licensing of certain commercial software products (“Commercial Software”) to the State. Commercial Software is software sold in the marketplace in substantial quantities in a substantially unaltered form from one transaction to another and that is maintained through a support program that includes regular updates and new releases. It does not include shells, subroutines, and similar stock bits of software that are not made generally available to the marketplace but that the offeror or others routinely incorporate into otherwise custom work. The ODPS Remittance Processing software is considered a key application (“Key Commercial Software”). It must meet the above definition for Commercial Software, and the offeror must offer to license it or arrange for the licensing of it to the State through a license agreement substantially in the form of Supplement Seven to this RFP. Other Commercial Software necessary for the offeror to complete the Project, if awarded the Contract, may be licensed to the State under the terms of Attachment Four or the applicable software marketer’s standard commercial license, if the terms of that license are acceptable to the State, or if the State and the software marketer negotiate acceptable changes to the commercial license.

ODPS Responsibilities. The ODPS is responsible for procuring, implementing, and maintaining the test, quality assurance and production environments per the Contractor’s specifications. This includes procuring, installing, maintaining and housing all hardware and software required to perform testing and training. The ODPS is responsible for installing and promoting application code into the production environments. The ODPS will install, maintain and support any system software packages (i.e. HTTP server, application server, message queuing software) required for the application in the test, quality assurance and production environments according to Contractor supplied specifications. The ODPS will install, configure, and maintain third party performance and application monitoring software as specified by the Contractor, if applicable.

For all activities the ODPS will:

- Review Deliverables for approval according to the provisions of the Contract;
- Resolve questions, issues, and disputes raised by the Contractor;
- Participate in detail design sessions;
- Provide overall guidance and direction for the Project;
- Manage effective participation of the ODPS staff; and
- Assign staff to perform testing for approval and acceptance.

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

Dates:

Firm Dates

RFP Issued:	May 19, 2010
Inquiry Period Begins:	May 19, 2010
Pre-Proposal Conference Date:	May 27, 2010 at 11:00 a.m.
Inquiry Period Ends:	June 9, 2010 at 8:00 a.m.
Proposal Due Date:	June 16, 2010 at 11:00 a.m.

Estimated Dates

Award Date:	July 19, 2010
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Estimated Project Dates

Project Work Begins:	August 2, 2010
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

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

Parts:

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

Attachments:

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

Supplements:

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|------------------|--|
| Supplement One | W-9 Form |
| Supplement Two | As-Is Description |
| Supplement Three | Technical Requirements |
| Supplement Four | ODPS Standards |
| Supplement Five | Functional Requirements Matrix |
| Supplement Six | Sample Reports and Forms |
| Supplement Seven | Master Contract for Software Licensing |

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

Andrew Miller
Acquisition Analyst
IT Procurement Services
General Services Division
4200 Surface Rd.
Columbus, Ohio 43228

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

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

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

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

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

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

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

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on May 27, 2010 at 11:00 a.m., in Hearing Room 111, of the ODPS Headquarters, the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. In addition, a walk-through of the existing hardware will be conducted during the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is strongly encouraged but not a prerequisite to submitting a Proposal.

Offerors intending to participate in the Pre-Proposal Conference must register via FAX (614-752-7043) or email purchasinginquiries@dps.state.oh.us through Mr. James McCasland. The fax or email must be sent to Mr. McCasland's attention and include the attendees' names, company, phone number and e-mail address of principal contact. An offeror's participation in the Pre-Proposal Conference must be registered no later than May 26, 2010 at 5:00 p.m. The State may not issue visitation passes to visitors whose names do not appear on the Pre-Proposal Conference list and may not admit such visitors to the facility. 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 Pre-Proposal Conference.

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

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

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

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

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

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

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

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

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 4:30 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 that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the 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 that it is in the State's interest and will not cause any material unfairness to other offerors.

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

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

Corrections and clarifications must be completed off State premises.

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

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

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

During the technical evaluation, the State will calculate a point total for each Proposal 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 on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other

team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals 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. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

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

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

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

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

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

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

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

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

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 that 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 that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

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

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

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

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing

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

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

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

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

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. Further, if negotiations involve proposed changes to Supplement Seven for Key Commercial Software, the State may terminate negotiations with that offeror and remove the offeror's Proposal from further consideration, if the State and the offeror cannot agree on terms acceptable to the State.

PART FIVE: AWARD OF THE CONTRACT

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

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify 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 State also will issue two originals of any Master Contract(s) for Software Licensing (Master Contract(s)) to the Contractor. If the licensor under any such Master Contract is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. The Contract and any Master Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. The State also may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

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

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

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Office of Information Technology must sign any change order under or amendment to the Contract.

Any Master Contract for Software Licensing will be a separate agreement and not part of the Contract, but the State may require the incorporation into the Master Contract of any representations regarding the performance, features, and functions of the Key Commercial Software made in the RFP.

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.

Mandatory Requirements	Accept	Reject
The offeror must have successfully implemented and supported the proposed remittance processing software at a minimum of two client sites within the last five years with at least one site processing a minimum of 10,000 transactions per day. (One transaction equates to the end to end processing of a submission)		
The proposed software must be an existing upgradeable, supported, remittance processing Commercial Software product.		
The Proposed solution must run on Microsoft Windows Server 2008 (preferred) or 2003 R2 operating system and utilize Microsoft SQL Sever 2008 (preferred) or 2005 database.		
The proposed ODPS Remittance Processing Solution must process checks and money orders through the Check 21 process.		
The proposed ODPS Remittance Processing Solution must use the State's designated bank for ACH transactions. In the event that the State's merchant for ACH transactions changes during the term of this Contract the Contractor awarded this Contract must work with the firm selected as the new merchant for ACH transactions at no additional cost. The current contract expires 06/30/2010. The Treasurer's Office for the State of Ohio is the procurement office and will award new contracts associated with ACH transactions.		
The proposed ODPS Remittance Processing Solution must be in compliance with applicable banking industry, merchant bank, payment card standards, and government laws/rules regarding on-line payments and on-line data security.		

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:

Points will be awarded by the criteria listed in the following table with the best proposal in each category being awarded ten (10) points, the second best seven (7) points and the third best four (4) points and any proposal fourth best or lower that meets the criteria will receive two (2) points. Any offeror that does not meet the criteria receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

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

Scored Criteria	Weight	Best	2nd Best	3rd Best	Lower than 3rd Best	Not Accept- able
Offeror Requirement						
The offeror must have successfully implemented and supported the proposed remittance processing software at a minimum of two client sites within the last five years with at least one site processing a minimum of 10,000 transactions per day. (One transaction equates to the end to end processing of a submission)	100	10	7	4	2	N/A
Project Requirements						

Staffing Plan	50	10	7	4	2	0
Key Staffing Experience	75	10	7	4	2	0
Proposed Solution						
Functional Fit						
Mail Processing	10	10	7	4	2	0
Scanning and Capturing Images	30	10	7	4	2	0
Displaying Images	30	10	7	4	2	0
Processing (applications, correspondence, checks/money orders and cash)	60	10	7	4	2	0
Exception Processing	30	10	7	4	2	0
Reports and Queries	30	10	7	4	2	0
Security	10	10	7	4	2	0
Technical Fit	150	10	7	4	2	0
Work Plan						
Task 1 - Project Management	10	10	7	4	2	0
Task 2 – Systems Analysis and Design	10	10	7	4	2	0
Task 3 – Configuration and Customization	10	10	7	4	2	0
Task 4 – Conversion	10	10	7	4	2	0
Task 5 –Test Planning	10	10	7	4	2	0
Task 6 – Training Plan and Materials	10	10	7	4	2	0
Task 7 – Documentation	10	10	7	4	2	0
Task 8 – Testing	10	10	7	4	2	0
Task 9 – User Acceptance Testing	10	10	7	4	2	0
Task 10 – Training	10	10	7	4	2	0
Task 11 – Implementation	10	10	7	4	2	0
Task 12 - Application Support and Maintenance	10	10	7	4	2	0
Project Plan	100	10	7	4	2	0

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

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

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

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

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

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

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

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

Total Points = Technical Proposal Points + Cost Summary Points

ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS PART ONE: PROJECT REQUIREMENTS

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

Scope of Work. The Contractor also must provide remittance processing software, implementation services, support and maintenance and associated software and services to sustain the ODPS' successful operation of the software for the life of the Contract, including any renewals. This includes:

Software Licenses – The State seeks Commercial Software products with a one-time license fee for a perpetual enterprise license of the product necessary to meet the requirements in this RFP. The ODPS may copy the software for use on computers owned and controlled by third parties, if the purpose of doing so is to facilitate disaster recovery or emergency needs, including testing and training for such purposes.

Implementation – In addition to providing the remittance processing software, the Contractor must provide services to fully implement the ODPS Remittance Processing Solution and interface this system with the ODPS applications identified in the System Requirement Document (SRD).

Software Maintenance – The Contractor must provide software maintenance that includes bug fixes, software patches, updates, security patches, and new releases of the software for the life of the Contract, including any renewals. The Contractor must also provide Support related to issues triggered by such maintenance. The Contractor must make annual maintenance and support available to the ODPS for renewal for the longer of five years or as long as it is made generally available to other licensees of the software.

Support – The Contractor must provide support for the life of the Contract, including any renewals. Telephone support from the Contractor must be available during core business hours. For this RFP, Core Business Hours are from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, and Non-Core Business Hours are all other hours not included in Core Business Hours.

Hardware Maintenance – The Contractor must provide hardware maintenance for the existing NCR and OPEX equipment owned by the ODPS for the life of the Contract, including any renewals. The current hardware maintenance has been performed to the Original Equipment Manufacturers (OEM) maintenance standards set by NCR and OPEX. The hardware must be maintained by the Contractor under OEM maintenance standards set by NCR and OPEX. The Contractor will be responsible for the IT integration with current hardware which includes an NCR 7780, OPEX 7.5 IEM, OPEX AS3600I, and OPEX 51. The Contractor must also provide support related to issues triggered by such maintenance.

The following tasks and deliverables represent the work to be completed to successfully implement the ODPS Remittance Processing Solution. They do not necessarily represent a logical sequence for completion of the work to be performed.

PLANNING PHASE

Task 1 - Project Management

The Contractor must provide one fulltime functional Contractor Project Manager through the Acceptance of the Remittance Processing Solution. This Project Manager must work on-site at the ODPS Shipley Building, 1970 W. Broad St., Columbus, OH 43223 through acceptance.

The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time

regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work.

The Contractor also must propose a system development methodology that is defined, documented, repeatable, and consistent with the Software Engineering Institute Level 3 or higher Capability Maturity Model. The Contractor is not required to have official Software Engineering Institute certification.

The ODPS will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and configuration management tasks, and will participate in Project reviews. The ODPS' technical staff is expected to assume increasing support roles throughout the Project phases and will assume full operational responsibility of the completed Project following the acceptance of the ODPS Remittance Processing Solution.

The Contractor must work directly with the assigned ODPS Project Manager through the duration of the contract and any subsequent renewals.

Additional Contractor responsibilities include:

Kick Off Meeting. The Contractor must conduct a kick-off meeting within fifteen (15) business days after receipt of a purchase order.

Manage Staff. The ODPS will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the ODPS with coordinating assignments for the ODPS staff, if any, involved in the Work. Additionally, the Contractor must provide all administrative support for its staff and activities.

Update and Maintain Work Plan. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. The Work Plan must allow sufficient time for the ODPS' staff to review all Work. The ODPS will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Work Plan. (See Attachment Three for components of the Work Plan.)

Update and Maintain Project Schedule. The Project schedule submitted with the Contractor's proposal must be updated and submitted in electronic and paper form to the ODPS for approval no later than 30 days after receipt of a Purchase Order. The revised Project schedule will become the Contractor's master plan to implement the Contractor's solution. The Project Schedule must include planned activities, events and milestones with measurable outcomes. The Contractor must develop the Project schedule using Microsoft® Project. The schedule must indicate milestones and the duration for each Project task and subtask, define work steps to fully implement the ODPS Remittance Processing Solution, and provide dates when all deliverables will be completed.

The Project schedule must be formally updated through acceptance of the Contractor's solution. Timeline variances must be reported to the ODPS immediately along with a written strategy to ensure the completion of the proposed milestones.

Communication Plan. As part of the Project Management Task the Contractor must develop a Communication Plan that demonstrates sufficient services to ensure timely and appropriate generation, collection, and dissemination of project information. This includes the communication protocols and procedures for reporting to the ODPS stakeholders regarding project issues, work activities, and deliverables. The Communication Plan must detail the Contractor's procedures for assuring effective project management activities, specify all project management activities and responsibilities, and quantify how project progress will be measured and controlled. Additionally, the Contractor must describe the Contract escalation and resolution process for Contract issues, including contact names and contact information.

Meeting Attendance and Reporting Requirements. The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:

- Immediate Reporting - The Project Manager or a designee must immediately report any staffing changes for the Work to the Work Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings - The Project Manager and other Work team members must attend status meetings with the Work Representative and other people deemed necessary to discuss Work issues. The Work Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the ODPS to discuss any issues that concern them.
- Provide Status Reports - The Contractor must provide written status reports to the Work Representative at least one full business day before each status meeting.
- The Contractor's proposed format and level of detail for the status report is subject to the ODPS' approval.
- Prepare Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the Work Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
 - A description of the overall completion status of the Work in terms of the approved Work Plan;
 - Updated Work schedule;
 - The plans for activities scheduled for the next month;
 - The status of any Deliverables;
 - Time ahead or behind schedule for applicable tasks;
 - A risk analysis of actual and perceived problems; and
 - Strategic changes to the Work Plan, if any.

Contractor Deliverables. The deliverables to be produced by the Contractor for the Project Management Task must include the following:

1. Updated Work Plan
2. Updated Project Schedule
3. Communication Plan
4. Status Reports* (throughout acceptance of the ODPS Remittance Processing Solution)

*The status reports and routine project schedule updates do not require a Deliverable review cycle and are not part of the Deliverable payment described in the Contractor's Fee Structure. The initial updated project schedule and any re-baselined project schedules will follow the formal approval process.

DESIGN PHASE

With regard to customizations, enhancements and extensions to the proposed software, the following requirements shall apply:

- Wherever possible, the Contractor must implement the solution using out-of-the-box delivered functionality and leverage standard configuration tools and routines as delivered;
- To the extent that extensions and enhancements are required to support the designs, these extensions should leverage standard conventions and under no circumstances should be designed or implemented in such a manner as to: 1) void any software warranties; 2) introduce any system performance or responsiveness issues into the system as a result of inappropriate or inefficient design or coding; and 3) ensure that the design and build of the system do not introduce any overly complex system update or upgrade considerations;
- Any incompatibilities or considerations arising from Design or Build Phase activities that violate the previously mentioned considerations are required to be presented to the State in writing with a rationale as to why the customization, enhancement or extension is required and seek State approval to proceed with the design or build activity;

Task 2 – Systems Analysis and Design

The Contractor must perform a detailed review and analysis of the requirements provided in this RFP, refine the requirements using the Contractor's information gathering processes and develop the detailed specifications required to implement the new the ODPS Remittance Processing Solution. The Contractor must work closely with the ODPS to develop a comprehensive system design. The system design must define a thorough application that is organized by discreet functional areas. It must also be documented in a standard representation format in the System Design Document.

The major objectives of the System Analysis and Design task are as follows:

- Ensure that the Contractor has a thorough, detailed understanding of the ODPS Remittance Processing Solution and its requirements;
- Confirm and refine the requirements specified in this RFP and supporting documents;
- Elaborate on and document the requirements of the system;
- Support and participate in requirements management;
- Document the analysis of the system; and
- Design the system.

Contractor Responsibilities. The Contractor must complete activities consistent with its proposed methodology to accomplish the task objectives and meet all RFP requirements. The ODPS desires methodologies (e.g., rapid prototypes of requirements and design concepts, screens, content, and application flow) that allow the ODPS multiple opportunities to validate requirements and design. At a minimum, completion of this task must include the following activities:

Review, Confirm, and Refine System Requirements Document (SRD). The Contractor must thoroughly review, confirm, and update, if necessary, all the requirements specified in this RFP (Supplement Three - System Technical Requirements Document). In addition, the Contractor must work with the ODPS staff to fully understand the scope, purpose, and implications of each requirement.

Systems Requirements Specification (SRS). The Contractor must develop a System Requirements Specification document. This System Requirements Specification document must include business rules, and non-functional requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements, and design constraints). These detailed requirements must be traceable back to the requirements identified in the SRD.

The specification for each requirement should include a means of measuring that the requirement has been satisfied. This measurement will be utilized to generate the necessary test cases for system and acceptance testing.

Gap Analysis. The Contractor must develop a gap analysis document outlining the differences between the approved requirements in the SRS and the Contractor's proposed remittance processing solution. The Contractor must provide a resolution for the gaps identified.

Capacity Analysis. The Contractor must perform a capacity analysis of the ODPS Infrastructure. The Contractor's methodology, findings, and recommendations from the capacity analysis and a summary of the resource requirements must be contained in a Capacity Analysis document. This document must include: CPU, data storage, print, memory, and time estimates for transaction and batch processes required for the production environment. The Contractor must provide written affirmation that the ODPS Infrastructure will support the ODPS Remittance Processing Solution in a full production capacity and meet performance requirements.

System Design Document (SDD). Based upon the SRD, approved SRS and Gap Analysis documents, the Contractor must develop a detailed System Design Document. This System 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 (including, but not limited to, To Be diagrams, inputs [screens], outputs [reports and queries], and security)
- customizations
- workflow
- comprehensive set of business element naming and usage standards
- valid values and validation rules for proposed business elements
- conversion rules

Requirements Traceability Matrix. The Contractor must develop a traceability matrix mapping each requirement specified in the SRS and the Gap Analysis to a specific design element in the System Design Document. This matrix will be used throughout the project to assure that the ODPS Remittance Processing Solution meets the specified requirements.

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

5. System Requirements Specification document;
 - a. Gap Analysis;
6. Capacity Analysis document;
7. System Design Document; and
8. Requirements Traceability Matrix.

BUILD PHASE

Task 3 – Configuration and Customization

The Contractor is responsible for customizing or configuring and testing the Remittance Processing Solution in the development and test environments. The ODPS will promote the Remittance Processing Solution to the quality assurance and production environments. The Contractor is fully responsible for establishing the development environment for customization, configuration and unit test activities. The Contractor must provide the hardware and software specifications for the test, quality assurance and production environments. The test and quality assurance environments must mirror the production environment. The ODPS will acquire, install, configure and administer all the recommended hardware (e.g., servers and physical storage devices) necessary as agreed upon for the test, quality assurance and production environments with Contractor support. The Contractor will assist the ODPS staff with the installation of any software (i.e. operating system, database/application, etc.) required as part of their solution.

The Contractor must configure and customize the software by performing all activities necessary to meet the ODPS' requirements according to the System Design Document. These activities include but are not limited to:

- Implementing customizations, as needed, to meet the ODPS requirements;
- Populating all required tables;
- Building standard application interfaces to communicate with the ODPS applications and external systems (e.g., financial institutions), described in the System Design Document;
- Establishing workflow;
- Customizing and developing documentation and electronic performance support (on-line help, on-line procedures, on-line documentation); and
- Applying minor upgrades and patches released by the software provider through the acceptance period.

Unit Test Certification – The Contractor must provide written certification that unit testing has been completed. This certification will serve notice to the ODPS that all of the requirements related to the completed software component(s) have been incorporated into the application and verified. This certification also indicates that the software is ready to be tested by the ODPS. Concurrent with the delivery of unit test certification, the Contractor must deliver the application to the ODPS staff for systems testing and configuration management.

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

9. Letter certifying that the application is fully configured, customized, and ready for testing.

Task 4 – Conversion

The Contractor must convert active/open existing Remittance System data. The following table is provided to give the Contractor an idea of the approximate amount of data that needs to be converted.

Approximate Conversion Metrics

Database	Table	Rows	Size (K)	Replication(K)	After Purge(K)
Qmodules_DB	BATCHINFO	143,278	40,384	121,152	60,576
Qmodules_DB	CHECKINFO	13,238,406	8,654,368	25,963,104	12,981,552
Qmodules_DB	ENCODEINFO	160,616	12,360	37,080	18,540
Qmodules_DB	FORMREMITINFO	35,764,102	22,292,648	66,877,944	33,438,972
Qmodules_DB	FormType	15	40	120	60
Qmodules_DB	GROUPINFO	37	64	192	96
Qmodules_DB	HISTORY	1,260,241	621,752	1,865,256	932,628
Qmodules_DB	PERMISSIONINF				
Qmodules_DB	O	38	64	192	96
Qmodules_DB	REPORTINFO	29,864,831	19,440,984	58,322,952	29,161,476
Qmodules_DB	STATS	236,991	63,728	191,184	95,592
				0	0
Qmodules_FRS	BATCHINFO	10,282	3,360	13,440	6,720
Qmodules_FRS	CHECKINFO	383,976	87,576	350,304	175,152
Qmodules_FRS	ENCODEINFO	10,203	560	2,240	1,120
Qmodules_FRS	FORMREMITINFO	473,085	103,648	414,592	207,296
Qmodules_FRS	FormType	15	24	96	48
Qmodules_FRS	GROUPINFO	0	0	0	0
Qmodules_FRS	HISTORY	66,784	12,312	49,248	24,624
Qmodules_FRS	PERMISSIONINF				
Qmodules_FRS	O	0	0	0	0
Qmodules_FRS	REPORTINFO	845,394	260,424	1,041,696	520,848
Qmodules_FRS	STATS	5,758	360	1,440	720
Qweb_DB	BATCHINFO	1,433	256		
Qweb_DB	IMAGEINFO	506,352	30,144		
Qweb_DB	PLATERECEIVED	163,062	15,288		

The Contractor must work with the appropriate ODPS staff that will assist the Contractor with the Conversion. Conversion will include the following:

Conversion Plan – The Contractor must develop a plan that establishes the conversion environment and outlines strategies for both the automated and manual conversion of data for the ODPS Remittance Processing Solution. The plan must reflect that the Contractor is responsible for all conversion activities except for data cleansing; however, the ODPS will support the Contractor in these activities (for example, by providing input for data mapping). Multiple conversions will be required based on the approved testing and implementation schedules. The plan will include:

- Data mapping specifications
- Testing strategy
- Timing considerations

- Data cleansing strategy
- Reconciliation strategy

Conversion Software – The Contractor must provide conversion software or develop conversion programs, as needed for converting data in accordance with the Conversion Plan. Conversion software must reside on the ODPS hardware.

Conversion Testing – The Contractor must perform testing to verify conformance of software to mapping specifications and to identify conversion exceptions. At the conclusion of testing, the Contractor must provide written certification that the software programs convert data in accordance with the Conversion Plan.

Conversion Certification – The Contractor must provide written certification that conversion has been completed.

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

10. Conversion Plan
11. Certification letter indicating the conversion is complete.

Task 5 –Test Planning

General system testing will occur at the Ohio Department of Public Safety, Shipley Building. Complete system testing must be accomplished to ensure proper hardware and software installation and configuration. This testing will be performed with the ODPS provided documents.

System Test Plan. The Contractor must develop the System Test Plan describing the test strategy for the ODPS Remittance Processing Solution. The plan must address at a high level the test environment, the tests to be performed, and schedules for test activities. The plan must also address parallel testing, security testing, performance and usability testing as part of the system test.

The System Test Plan must address, at a minimum, the following:

- Use of the existing production scanning hardware and the ODPS provided documents.
- Test cases, scripts and scenarios developed with the ODPS' assistance (Test samples must include all payment processing functions and payment sources, incoming and outgoing data, posting, disbursing, reconciliation and reporting requirements, etc.);
- The scope of the tests (i.e., regression testing, load testing and balancing) that clearly describe how the system test will fully test the system functions, features and performance including all interfaces;
- The approach to completing the parallel testing utilizing data files captured through the scanning process;
- The inputs to the test, the steps and procedures in the testing process, timelines and the expected results;
- A description of the Contractor and the ODPS staff roles and responsibilities during testing;
- An indication of all the ODPS resources needed;
- A description of the role any automated testing tools may play in the testing process;
- A description of the defect identification and resolution processes to be executed during the system test; and
- Any other items deemed necessary to the successful completion of the test.

User Acceptance Test Plan – The Contractor must develop a detailed User Acceptance Test Plan that must include:

- The responsibilities of each party involved in the test;
- Hardware, software and communications requirements;
- Data requirements;

- Test schedules;
- Test scripts and expected results (Test scripts must include all payment processing functions and payment sources, incoming and outgoing data, posting, disbursing, reconciliation and reporting requirements);
- Definition of the problem resolution process to be used; and
- Any other items deemed necessary to the successful completion of the test

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

12. System Test Plan; and
13. User Acceptance Test Plan.

Task 6 – Training Plan and Materials

Training Plan. The Contractor must create, maintain, and update, as required, the approved training plan. The training plan must:

- Identify the training courses and associated course objectives and competency descriptions, including the format and content of all training material to be developed by the Contractor;
- Include a schedule and identify the number of users to be trained, the number of training sessions offered, and the length of each training course;
- Specify the expected performance and the expected outcomes of each type of training.

Develop and Provide Training Materials. The Contractor must develop and provide all training materials. The Contractor must submit a copy of each training course to be delivered as part of this Project. The training materials must reflect any revisions made to the Contractor's generic courses made in conjunction with modifications made to the remittance processing software as part of this Project. All training materials must be reviewed and approved by the ODPS prior to the start of the training.

The Contractor must provide sufficient copies of all training materials for all users plus a reserve equal to 5% of the total number of copies. The Contractor must provide all electronic source documents, graphics, used in the development and presentation of all aspects of training, including all final training documents in electronic format as approved by the ODPS.

At a minimum, the Contractor must produce the following training materials:

- Participant guides
- User documentation and performance support (on-line help screenshots, procedure manuals, job aids, etc.); and
- Training database of learner exercises and practice scenarios; the database must be compatible with the computer workstations in the training facilities where training will occur and must be easily accessible by course participants.

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

14. Training Plan; and
15. Training Materials;

Task 7 – Documentation

The Contractor must develop and provide the following documentation as part of the project.

User Documentation. The Contractor must provide electronic and a hard copy of the user documentation for the ODPS Remittance Processing Solution that includes log-on and log-off procedures, basic access, and navigation instructions.

Operations Documentation. The Contractor must develop complete operations documentation. The operations documentation must include, at a minimum, overviews of the application, system structure, major processing, and required interfaces. This includes any required periodic maintenance tasks. The operations documentation must also describe the overall batch or background process schedule, including dependencies, sequencing, and timing.

System Documentation. The Contractor must produce complete system documentation of the application software and its architecture (e.g., implementation view of the application architecture). This includes all Project programs and executables. The Contractor must maintain this documentation to reflect changes made throughout the Project.

System Administrator Manual. The Contractor must develop a manual that provides the ODPS technical personnel information on how to install and operate the system. The manual must include procedures for such things as:

- Backup;
- Recovery;
- Troubleshooting and problem resolution;
- Batch processing;
- Sizing and tuning;
- Upgrades and patches (must address procedures for reapplying all customizations or modifications to all components of the software);
- Archiving and recalling data;
- Monitoring tools for all levels and tiers;
- Database administration;
- Migration of individual or all components among all environments or to new hardware; and
- System architecture and coding standards for programming and technical components of the system.

System Installation Plan – The Contractor must develop a plan for establishing the test and production environments and installing the software and all required system components. This document will identify and sequence the activities needed to move into production.

System Transition Plan – The Contractor must identify the hardware, software, and other resources needed for life cycle support and administration of the system, and describe the Contractor's methodology and tools for transitioning the system to the ODPS, including the responsibilities for the ODPS technical resources.

Implementation Plan. The implementation plan must demonstrate to the ODPS how the Contractor will deploy the system. The plan, at a minimum, must detail the approach for coordinating the following:

- Technical preparation and system changeover activities;
- Development of an implementation activities check list; and
- Deployment schedule.

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

16. User Documentation;
17. Operational Documentation;
18. Systems Documentation;
19. System Administrator Manual;
20. System Installation Plan;
21. System Transition Plan; and
22. Implementation Plan.

TESTING PHASE

Task 8 – Testing

Testing Environment Setup. The Contractor must assist the ODPS staff with implementing the testing environment on the ODPS' hardware in accordance with the System Installation Plan, System Design Document and System Test Plan. System testing must occur in an established test environment that mirrors the production environment.

System Test Readiness Review. The Contractor must conduct a review with the ODPS staff to ensure that the preparatory steps identified in the System Test Plan have been accomplished and the test is ready to begin.

Execute System Testing. The Contractor must test all system functionality, which includes the developed interfaces. To complete the System Test the Contractor must perform the following:

- Execute the System Test Plan;
- Function as system users during system testing and evaluate all test outcomes;
- Provide system output and test outcomes to the ODPS as requested;
- Analyze and evaluate performance of the solution;
- Perform all system modifications required to ensure system performance meets performance requirements as specified in the System Design Document;
- Document and resolve any errors encountered during system testing; if major defects are found during system testing, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality); and
- Provide adequate staff dedicated to testing support and problem resolution while the test is in progress.

The Contractor must provide a defect and resolution log to the ODPS as requested during system testing.

System Test Results Document. The system test results document must include all system test results and system recommendations. The document must contain sufficient information to permit the ODPS to validate that the test has been successfully executed in accordance with the approved System Test Plan and that the system performed adequately to meet the approved requirements. All defects encountered during the system test and their resolutions must also be reported in the system test results document.

If test results are deemed unacceptable by the ODPS, the Contractor must make modifications to the solution and repeat the testing and approval process.

Contractor Deliverables. The Deliverables to be produced by the Contractor for the system-testing task must include the following:

23. Testing Environment Setup;
24. System Test Readiness Review; and
25. System Test Results Document.

Task 9 – User Acceptance Testing

The user acceptance testing (UAT) will verify the full functionality and technical usability of the system.

Contractor Responsibilities. The Contractor responsibilities for UAT include managing and supporting the user acceptance testing. At a minimum, the activities of this task must include the following:

UAT Environment Setup. The Contractor must assist the ODPS staff with implementing the quality assurance environment on ODPS' hardware in accordance with the System Installation Plan, System Design Document and System Test Plan. UAT testing must occur in an established quality assurance environment that mirrors the production environment.

Train UAT Staff. The Contractor must train all designated the ODPS staff for successful execution of User Acceptance Testing.

User Acceptance Test Readiness Review. The Contractor must conduct a review with the ODPS staff to ensure that the preparatory steps identified in the UAT Plan have been accomplished and the test is ready to begin.

User Acceptance Test. The Contractor must provide support for the UAT. The Contractor must be readily available to resolve problems identified during the execution of the test scripts. UAT will be considered complete when the ODPS certifies the satisfactory completion of all test scripts and the resolution of all open problems.

The ODPS staff trained by the Contractor will test the system to validate that the functionality, features and performance meet approved requirements. The Contractor must monitor and support UAT in the following ways:

- Provide required system data and files to execute the UAT;
- Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
- Evaluate all UAT outcomes;
- Document, track, repair and report to the ODPS all defects encountered during UAT; if major defects are found during UAT, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality);
- Perform all system modifications required to ensure system meets approved requirements as specified in the System Design Document;
- Provide adequate staff dedicated to UAT support and problem resolution while the test is in progress; and
- Operate the system.

The Contractor must provide a defect and resolution log to the ODPS as requested during UAT.

Produce UAT Final Report. The Contractor must include the results of the UAT and any system recommendations in the UAT Final Report. The report must contain sufficient information to validate that UAT has been successfully executed in accordance with the approved UAT plan and that the tests performed adequately meet the approved requirements. All defects encountered during UAT and their resolutions must be reported in the UAT Final Report. The report must also include a written letter certifying that UAT was successfully completed.

If test results are deemed unacceptable by the ODPS, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

The UAT will be considered complete when the ODPS certifies the satisfactory completion of all test scripts and the resolution of all open problems.

Contractor Deliverables. Deliverables to be produced by the Contractor for this task include the following:

26. UAT Environment Setup;
27. User Acceptance Test Readiness Review; and
28. User Acceptance Test Final Report.

IMPLEMENTATION PHASE

Task 10 – Training

Training - The Contractor must provide on-site training at the Shipley Building 1970 West Broad Street, Columbus, OH 43223 necessary to administer and use the solution to all appropriate ODPS staff. The Contractor is also responsible for providing training for the ODPS' system testing and UAT staff.

The ODPS will provide classrooms at a designated the ODPS training site. The classrooms will be equipped with network connections, PC's, desks, chairs, etc. necessary for 6 to 15 students per class. The training presentation style must be hands-on, instructor led. Training must be coordinated with the ODPS staff to ensure that training meets the objectives and for performance support once trainees complete training.

The ODPS may, at its sole discretion, record any training sessions and use any training materials for future training, user documentation, or promotional use. The Contractor must provide electronic copies of all course materials that the ODPS may reproduce for ongoing training needs.

The following training must be provided at a minimum:

User Training. The Contractor must provide classroom "style of instruction." The training must be geared toward the understanding and use of the ODPS Remittance Processing Solution. The Contractor must provide this training for approximately sixty (60) ODPS staff and management personnel. Class size will be determined by the function.

Technical Training. The Contractor must train up to 10 project technical staff in the deployment, support, operations, and management of the ODPS Remittance Processing Solution. Technical training must occur at the Shipley Building 1970 West Broad Street, Columbus, OH 43223.

Training must be provided to Project team members, as needed, to support Project tasks.

Letter Certifying Completed Training. Training must be performed in accordance with the Contractor's approved Training Plan. Upon completion of the training, the Contractor must submit a letter certifying that all training has been completed.

Contractor Deliverables. Deliverables to be produced by the Contractor include the following:

29. Training completion letter.

Task 11 – Implementation

Contractor Responsibilities. At a minimum, the Contractor activities of this task include the following:

Live Environment Setup. The Contractor must work with the ODPS staff to promote the ODPS Remittance Solution to the production environment on the ODPS' hardware in accordance with the Implementation Plan, Software Configuration, System Design Document and System Test Plan.

Data Conversion. The Contractor must use conversion software to load data to the production environment according to the approved Conversion Plan. The Contractor must provide conversion reports to verify that all data has been successfully loaded into the application. The Contractor must provide the ODPS with an Entity Relationship Diagram (ERD) and Data Dictionary of the Contractor's proposed database environment.

System Implementation Readiness Review. Before the ODPS Remittance Processing Solution is placed into production, the Contractor must review all project plans and activities to ensure that the necessary steps have been taken before going live. The Contractor must assess the level of open defects and recommend when an acceptable level has been attained. All defects must be resolved by the Contractor prior to the ODPS promoting the ODPS Remittance Processing Solution into the Production environment.

The Contractor must provide an Implementation Certification Letter that certifies that the system is ready for implementation. The Certification letter must confirm:

- All training is complete;
- All testing is complete;
- The production environment has been prepared in accordance with the Contractor's requirements;
- All user and system supports are in place; and
- All defects identified as High have been resolved.

Go Live. Upon acceptance of the Implementation Certification, the Contractor must work with the ODPS staff to promote the ODPS Remittance Processing system into production in accordance with the System Implementation Plan. This will initiate the performance period defined in Attachment 4, Standards of Performance and Acceptance.

Implementation Help Desk Support. Beginning with Implementation through Acceptance, the Contractor Staff must provide help desk support. All system and user issues will be forwarded to the Contractor by the ODPS during core business hours. For this RFP Core Business Hours are from 8:00 a.m. to 5:00 p.m. Eastern Time Monday through Friday, and Non-Core Business Hours are all other hours not included in Core Business Hours. Contractor Staff must respond to all incidents during the Implementation Phase through Acceptance within one hour of notification of a problem. Incident resolution must be within 24 hours of notification, unless otherwise agreed upon by the ODPS. All incidents and resolutions must be tracked and documented by the Contractor. The incident tracking and resolution documentation must be provided to ODPS.

Present Project to the ODPS for Final Acceptance. Upon completion and acceptance of the Implementation, and successful completion of the performance period as defined in Attachment 4, Standards of Performance and Acceptance, the Contractor must present the system to the ODPS for acceptance. The system presented for final acceptance must account for all required functionality, features and performance requirements.

During the performance period the Contractor must successfully complete a parallel test, as defined in the System Test Plan, to the existing ODPS Remittance Processing system. The parallel test should be a complete cycle for a minimum of one calendar week of all major functions including the ability to interface with the ODPS applications for month end processing and report generation.

The Contractor must include the results of the parallel test and any system recommendations in the Performance Period Report. The report must contain sufficient information to validate that new system is ready to successfully replace the existing system. All defects encountered during the performance period and their resolutions must be reported in the Performance Period Report.

If test results are deemed unacceptable by the ODPS, the Contractor must make modifications to appropriate systems and repeat the testing and approval process as described in Attachment 4, Standards of Performance and Acceptance.

Project Close Out. The Contractor must organize and turn over to the ODPS all files, documents and other project artifacts produced for use by the ODPS Remittance Processing Solution project within 90 days after acceptance of the system go live.

Contractor Deliverables. Deliverables to be produced by the Contractor for the implementation task must include the following:

30. Live Environment Setup;
31. Conversion reports;
32. Signed Implementation Certification Letter;
33. Final Acceptance Letter; and
34. Project Close Out.

MAINTENANCE AND SUPPORT

Task 12 – Application Support and Maintenance

Warranty, Maintenance, and Support. - Support must meet the standards defined in Attachment Four.

The Contractor will be responsible for application support and maintenance (including the initial warranty during the term of the Contract. This task describes the Contractor's responsibilities for the maintenance and support of the ODPS Remittance Processing Solution.

Ongoing corrections, as a result of application defects, of the ODPS Remittance Processing Solution will be characterized as warranty work during the first year after acceptance. Subsequent corrections, as a result of application defects, to the ODPS Remittance Processing Solution will be considered as maintenance following the warranty period. Support must be available during the ODPS' regular business hours, 8 am to 5 pm, Eastern Time, Monday through Friday. Adequate coverage is essential to maintain a stable production environment.

Customer support, with a toll free support line must be provided during normal business hours. The Contractor must use a secure ODPS hosted WebEx session or other ODPS approved remote access method for diagnostics and maintenance.

The Contractor must provide extended hour coverage on an as needed basis (up to 7X24). The ODPS will notify Contractor at least forty-eight (48) hours in advance for required coverage.

During this task, the Contractor must provide technical support and assistance to maintain the ODPS Remittance Processing Solution.

Dealer Support Period. Due to the application volume during the Dealer renewal period, the Contractor must provide additional onsite support for the initial Dealer renewal period. This support must be provided during ODPS' regular business hours, 8 am to 5 pm, Eastern Time, Monday through Friday for January through July during the first year of the operation of the ODPS Remittance Processing Solution.

Updates, Patches and Repairs. The Contractor must work with the ODPS staff to update, patch, and repair the ODPS Remittance Processing Solution in the test and quality assurance environments and package software changes for promotion to production. All updates, patches, and repairs must be fully and successfully tested in both environments before migration to production.

The Contractor must work with the ODPS to coordinate the release of the updates, patches, and repairs with regularly scheduled maintenance releases.

Correction of Application Defects. The Contractor must correct application defects, which are application malfunctions or functional deviations from the ODPS approved designs. No requirements or design changes are permitted in the correction of application defects. The Contractor must take corrective action and ensure that the application performs as designed.

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

- **High:** issue/problem has caused or has potential to cause the entire system to go down, become unavailable or directly affects a large number of users and prevents them from using the system. High-priority problems make key functions of the system inoperable, significantly slow processing of data or severely corrupt data
- **Medium:** problems include those errors that render minor and non-critical functions of the system inoperable or unstable, and other problems that prevent stakeholders from performing some of their tasks; and

- **Low:** all service requests and other problems that prevent a stakeholder from performing some tasks, but in situations where a workaround is available.

The Contractor must report all application defects to the ODPS Project Representative immediately via email within two (2) business hours.

The Contractor must acknowledge all problems within one business hour of receipt of the problem report. The Contractor must review all high-priority problems within one business hour of receipt of the problem report. The Contractor must review all medium-priority problems within four (4) business hours and low-priority problems within eight business hours of receipt of the problem report.

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

- **Low:** the problem is a known issue, or an immediate solution is available;
- **Medium:** the problem appears to be a bug or data problem; and
- **High:** the problem is hard to trace and is likely to need extensive troubleshooting.

The Contractor must submit a written report of the analysis to the ODPS Project Representative upon completion of the analysis and diagnosis that identifies the proposed resolution, if it can be identified at that time, and the anticipated completion date/time.

Once the resolution is defined (if not defined with initial diagnosis), the Contractor must confer with the ODPS to confirm approval of resolution.

The Contractor must correct system fatal errors and abnormal ends, and the software defects causing such problems. On-line fatal errors and abnormal ends must be corrected within 24 hours from the time that the problem occurs unless the ODPS Project Representative has approved additional time for corrective action. Resolve all other ODPS issues and defects within timeframes specified in the following table:

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

Upon correction of the problem, the Contractor must notify the ODPS Project Representative or designee that the problem is resolved.

The Contractor must fix all application defects. All defect resolution must be approved by ODPS. The Contractor must work with the ODPS staff to promote defect resolutions in the test, quality assurance and production environments.

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

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

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

Enhancements. The Contractor will be responsible for implementing approved enhancements to the ODPS Remittance Processing Solution as determined by the ODPS. The need for enhancements may be caused by changes in State regulatory requirements or by requests from the ODPS. For the implementation of enhancements, the Contractor must work with the ODPS to coordinate the release of the enhancements with regularly scheduled maintenance. Enhancements must be in accordance with the Changes provision in the Contract.

State Roles and Responsibilities. The following State personnel will be available as needed during the Project.

State Project Manager

The State Project Manager will provide State project management oversight of the ODPS Remittance Processing Solution project ensuring implementation is completed as designed and in accordance with approved work plan. The State Project Manager will be the single point of contact for contractual and Project related matters.

Subject Matter Experts (SMEs)

State SMEs will participate in implementation related tasks (e.g., requirements review, designs, configuration, UAT, etc.).

Contractor Roles and Responsibilities. The following Contractor roles and responsibilities are critical to the success of the Project. At a minimum, the Contractor's staffing plan must include the following key team members.

Project Manager

Role: The Contractor Project Manager (PM) must provide project management oversight through acceptance of the ODPS Remittance Processing Solution.

Responsibilities:

- Creates and Manages the Project Plan and Schedule
- Manages the Contractor Project Team Members
- Liaison between State and Contractor Resources
- Initiates Quality Assurance Processes to monitor the Project
- Manages issues and risks
- Point of escalation for Project issues
- Manages the deliverable acceptance process

Qualifications:

- Experience as the Project Manager on COTS software implementation projects of similar size and scope within the past 3 years
- Project Management Institute Project Management Professional certified

Senior Business Systems Analyst

Role: The Senior Business Systems Analyst must provide business process and subject matter expertise for the ODPS Remittance Processing Solution implementation.

Responsibilities:

The Senior Business Systems Analyst must lead all design, configuration, workflow, security design, development and testing.

Qualifications:

- Experience as the Senior Business Systems Analyst on implementation projects of similar size and scope where the module is currently in production
- Experience working directly with end-users to define requirements and provide technical advice and assistance in remittance processing software implementations.
- Experience as the Business Systems Analyst with Business Process Re-engineering efforts.
- Experience on an implementation project where the remittance processing software interfaces with other applications.
- Hands-on experience with implementing the proposed remittance processing software.

Technical Lead

Role: The Technical Lead must provide technical subject matter expertise for the ODPS Remittance Processing Solution implementation.

Responsibilities:

- Lead the technical team in tasks for inbound and outbound interfaces, reports, conversions (if applicable), extension, enhancements and testing
- Delivery of overall software functionality
- End-to-end technical implementation
- Center point of communication for all technical matters concerning the solution

Qualifications:

- Experience as the Technical Lead on remittance processing software implementation projects of similar size and scope where the application is currently in production
- Experience as a technical lead in any implementation of the proposed remittance processing software

Liquidated Damages. The ODPS Remittance Processing Solution must be available for use at least 99% of the time, during business hours, in any 30-day period. The system, excluding scheduled downtime, cannot be out of service more than four (4) total business hours in any 24-hour period. The Contractor must ensure that no interruptions in the operation of the ODPS Remittance Processing Solution are caused by any act or omission of the Contractor. If an interruption in the operations of the ODPS Remittance Processing Solution is caused by an act or omission of the Contractor and the system is out of service longer than four (4) total business hours in any 24-hour period, the Contractor may be assessed liquidated damages in the amount of \$250.00 per hour for every hour the system is down beyond the agreed to resolution timeframe. The State will measure this uptime standard on a monthly basis.

For example, if the ODPS Remittance Processing Solution is down for six (6) business hours beyond the agreed to resolution timeframe, the damages will be calculated as follows: $\$250 \times 6 \text{ hours} = \$1,500$.

Scheduled downtime periods required by the State for activities such as enhancements and maintenance will not be considered in calculating the uptime standard of 99% within any 30-day period. The State will notify the Contractor of known downtime needs. The Contractor will be required to coordinate enhancement and maintenance activities with the State to insure minimum system downtime.

In addition to assessing liquidated damages, the State also may provide the Contractor with written notice of its default for any failure that is subject to assessment of liquidated damages, and the Contractor must cure that default within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, then the State may terminate this Contract immediately for cause and the State will be entitled to damages related to that termination in accordance with the termination section of this Contract. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, on written notice to the Contractor, the State may offset these damages from any Fees due under this Contract.

Should the State assess liquidated damages or otherwise be entitled to damages under this provision, on written notice to the Contractor, the State may offset these damages from any fees due under this Contract or request payment from the Contractor. If the State requests payment from the Contractor, the Contractor must pay any liquidated damages within 30 days after the State's notice of an assessment of such damages.

Work Hours and Conditions. Normal working hours at the ODPS are Monday through Friday, 8:00 am to 5:00 pm.

PART TWO: SPECIAL PROVISIONS

Software Licenses. The Contractor must provide or arrange for perpetual software licenses for all Commercial Software necessary to meet the requirements of this RFP. For the Key Commercial Software, the State requires either an agency license or a seat license for a minimum of 60 concurrent users. For all other Commercial Software, the State requires a license that provides adequate usage rights to meet the State's current need, as identified elsewhere in this RFP and as disclosed in the offeror's Cost Summary. An agency license means that all the ODPS employees with a need to access and use the software may do so. It also means that all third parties involved in related activities, such as the ODPS contractors, also may access and use the software as necessary to support their activities on behalf of the ODPS. An agency license also gives the ODPS the right to copy the Key Commercial Software and run and use multiple instances of it, for the above purposes, if reasonably necessary to facilitate the authorized use of it, provided the ODPS owns or controls the computers on which the Key Commercial Software is installed. Whether a seat or agency license is acquired, the ODPS also may copy the software for use on computers owned and controlled by third parties, if the purpose of doing so is to facilitate disaster recovery, emergency needs, including testing and training for such purposes, and to permit a third party to host the Key Commercial Software on behalf of the State in an outsourcing arrangement. The seat or agency license also gives the ODPS the right to provide the authorized individuals described above access to the Key Commercial Software remotely through a browser or client software and an Internet or similar connection for all uses and purposes identified above.

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. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the ODPS. 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 ODPS. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Six of the RFP.)

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

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

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

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

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

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

The Contractor's Fee Structure.

Software – The State will pay for any Commercial Software it acquires as part of this Contract only on the State's execution of a schedule or other ordering document, delivery of the software F.O.B. destination at the Project site, acceptance of the Commercial Software in accordance with the applicable schedule or other ordering document, and receipt of a proper invoice for the Commercial Software. Annual support fees, if applicable, will be paid in accordance with the applicable agreement covering the Commercial Software. As part of the offeror's Proposal, the offeror may be obligated to obtain price commitments from key software providers to permit licensing of Commercial Software at a committed price on an as-needed basis during the Contract period. This will permit the State to acquire licenses to meet the Project's schedule and to avoid acquiring licenses before they are needed.

Add-on Check 21 Hardware Component – The State will pay for the Check 21 hardware component it acquires as part of this Contract only on the State's execution of an ordering document, delivery of the hardware component F.O.B. destination at the Project site, acceptance of the hardware component in accordance with the applicable ordering document, and receipt of a proper invoice for the hardware component.

Optional Hardware – The State may acquire optional hardware listed and priced in the Cost Summary. The State will pay for optional hardware it acquires as part of this Contract only on the State's execution of an ordering document, delivery of the hardware F.O.B. destination at the Project site, acceptance of the hardware in accordance with the applicable ordering document, and receipt of a proper invoice for the hardware.

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

Deliverable #	Payment Milestone/Deliverable	Payment
	Remittance Processing Software	Full License Fee
	Add-on Check 21 Hardware Component	Full
	Optional Hardware	Full
ODPS Remittance Processing Solution Implementation		
Planning Phase		
Task 1 – Project Management		
1	Updated Work Plan	2%
2	Updated Project Schedule	
3	Communication Plan	
4.	Status Reports	
Design Phase		
Task 2 – System Analysis and Design		
5	System Requirements Specification document	5%
	a. Gap Analysis	
6	Capacity Analysis document	2%
7	System Design Document	5%
8	Requirements Traceability Matrix	3%
Build Phase		
Task 3 – Configuration and Customization		
9	Certification Letter	20%

Task 4 – Conversion		
10	Conversion Plan	1%
11	Conversion Certification Letter	1%
Task 5 – Test Planning		
12	System Test Plan	1%
13	User Acceptance Test Plan	1%
Task 6 – Training Planning		
14	Training Plan	1%
15	Training Materials	1%
Task 7 – Other Documentation		
16	User Documentation	2%
17	Operational Documentation	2%
18	Systems Documentation	2%
19	System Administrator Manual	1%
20	System Installation Plan	1%
21	System Transition Plan	1%
22	Implementation Plan	3%
Testing Phase		
Task 8 – Testing		
23	Testing Environment Setup	10%
24	System Test Readiness Review	
25	System Test Results Document	
Task 9 – User Acceptance Testing		
26	UAT Environment Setup	3%
27	User Acceptance Test Readiness Review	
28	User Acceptance Test Final Report	
Implementation Phase		
Task 10 – Training		
29	Training Completion Letter	7%
Task 11 – Implementation		
30	Live Environment Setup	3%
31	Conversion Reports	1%
32	Signed Implementation Certification Letter	5%
33	Final Acceptance Letter	15%
34	Project Close Out	1%
Maintenance and Support Phase		
Task 12 – Application Support and Maintenance		
	Warranty, Maintenance, and Support	Quarterly (1/4 of the Annual Cost)

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the ODPS agrees that the Deliverable identified in the WBS 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 ODPS will withhold 10% of each payment as retainage, which the ODPS will pay only on completion and acceptance of the Project. This retainage will not apply to license fees paid under a signed license agreement between the ODPS and the software provider; the fees associated with the add-on Check 21 hardware component; and the fees associated with optional hardware acquired. The ODPS will pay any such retainage over the 12-month warranty period in equal monthly payments.

Reimbursable Expenses. None.

Bill to Address. Ohio Department of Public Safety
ATTN: Fiscal Services
P.O. Box 16520

Columbus, OH 43216-6520

Location of Data. All State data must be maintained onsite at the ODPS.

Background Check. Upon Contract award, the Contractor and all staff involved in the Project must undergo a complete and thorough background check, at the ODPS' expense. This will include previous work addresses for the last ten (10) years. An extensive investigation will be conducted by the ODPS prior to the assignment of the Contractor's staff to begin work onsite at the ODPS.

Background checks will be performed to determine if current or potential employees, of the Contractor or subcontractor(s), have any types of convictions in the following areas:

1. Any record of violence, domestic or otherwise;
2. Drug-related convictions;
3. Theft;
4. Other offenses deemed at risk to the facility or its population.

Those employees and potential employees of the Contractor and subcontractor(s) with felony convictions or other criminal records, unless specifically approved by the ODPS, will not be permitted to work on this Project.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following:

- Vendor Information Form
- Subcontractor Letters
- Offeror Certifications
- Offeror Description
- Offeror Profile Summary Form
 - Mandatory Experience and Qualifications
- Proposed Solution
 - Functional Fit
 - Technical Fit
 - VMWare Virtual Machine (VM) Environment
 - Require: Addon Check21 Hardware
 - Recommend Server Hardware
 - Optional Hardware
- Staffing Plan
- Assumptions
- Project Plan
- Work Plan
- Support Requirements
- Pre-existing Materials
- Commercial Materials
- Proposed Changes to the Master Contract for Software Licensing
- Terms for Commercial Materials
- Bond Commitment
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary – Separately Sealed

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

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

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;

2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

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

Offeror Description. The offeror must describe its capability, capacity, and plans for developing and supporting the deliverables, as well as describe contingency plans if the primary plan is not able to meet projects needs. The deliverables for this RFP are the operational Remittance processing software and data exchange/updating to provide the capability to conduct remittance processing.

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

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

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

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

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

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

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

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

Proposed Solution. The proposed solution has been organized into two sections: Functional Fit and Technical Fit. Within the Functional Fit and Technical Fit sections, the offeror must describe in detail how its proposed solution meets the functional and technical 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 and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

Functional Fit

The functional requirements are included in the Functional Requirements Matrix, Supplement Five. The offeror must detail how it will meet all of the requirements defined in the matrix. The software requirements must be met with the proposed commercially available remittance processing software.

Note: Supplement Five, Functional Requirements Matrix is being provided as a Microsoft Word document through the website as a convenience for responding to the RFP. The Supplement format and content must not be modified. If the requirements are modified, reformatted or omitted the offeror's response may be disqualified.

For each requirement the offeror must provide a narrative description of its solution. The offeror must also provide a summary of any COTS products that will be used to meet the requirements. Additionally, the offeror must complete the Functional Requirements Matrix provided in Supplement Five. For each requirement identified in the Functional Requirements Matrix, the offeror must use only one of the following response codes:

- F** - Requirement will be fully met through configuration of the proposed software solution (without extension or modification).
- P** - Requirement will be fully met through the use of third party software bundled in the proposed software solution (without extension or modification).
- M** - Requirement will be fully met through modification of one or parts of the proposed software solution (specify extension or modification).
- D** - Requirement will not be met as part of the proposed solution.

Technical Fit

The technical requirements are included in the Technical Requirements, Supplement Three. The offeror must detail how it will meet all of the requirements defined in the supplement.

The offeror must complete the Technical Requirements, Supplement Three for the Technical Requirements. For each requirement identified in the supplement, the offeror must use only one of the following response codes:

- F** - Requirement will be fully met with the proposed solution.
- D** - Requirement will not be met as part of the proposed solution.

Additionally, the offeror must address the following:

VMWare Virtual Machine (VM) Environment. The offeror must describe in detail how its proposed solution is compatible with VMWare. The solution needs to be compatible with this technology. If the proposed solution is not compatible with this technology, the offeror needs to explain why and identify what specific server hardware is needed. The ODPS will procure the hardware according to the Contractor's specifications consistent with the ODPS hardware standards. The ODPS will maintain and support the hardware.

Required: Add-on Check 21 Hardware. The offeror must provide the required OPEX MPE 7.5 Modular Automated Mail Extractor hardware identified by the State.

Recommended Server Hardware. The offeror must identify all server hardware and specifications required for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The State will procure the required hardware for the Project. The offeror's Proposal must include the manufacturer's name and model for all recommended server hardware. For the recommended hardware the State will purchase, the offeror must describe the detailed specifications for each recommended hardware component, the necessity of the hardware component and all associated risks with acceptance or non-acceptance of the hardware component. The offeror must describe how the recommended specifications will allow for future growth and scalability.

Optional Hardware. The offeror must provide a list of all proposed hardware offered as an option and address how the optional hardware is compatible with the proposed solution. Additionally, the offeror may propose optional hardware to replace the State's existing remittance processing hardware. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. For the proposed optional hardware, the offeror must describe the detailed specifications for each hardware component, the benefit(s) of the hardware component and all associated risks with acceptance or non-acceptance of the hardware component.

Staffing Plan. The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes to complete the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the skills and experience of the proposed Project Manager, Senior Business Analyst, Technical Lead and Project Team 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 addresses the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of hours for each proposed Project Team member. If any resource is not specifically named within the proposal the offeror must identify the number of resources and hours to be worked on the Project. Project Team members must be identified by name and title/classification and resources not specifically named within the proposal must be identified by title/classification;
- A team organization chart that clearly defines reporting relationships within the Project Team and includes descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart; and
- A statement and a chart that clearly indicates the time commitment of the proposed Project Manager and the offeror's proposed Project Team members for the Project. The offeror also must include a statement indicating to what extent, if any, the Project 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 Project Manager or any proposed Project Team members to other assignments during the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

The offeror must propose an experienced and capable Project Manager that will be available to successfully manage the ODPS Remittance Processing Solution implementation. Resumes must be provided for the proposed Project Manager, Senior Business Analyst and Technical Lead ("Key Staffing")

to demonstrate proven experience on projects of similar scale and complexity. Representative resumes are not acceptable.

The resumes must include:

- Person's Name.
- Proposed role on this Project.
- Listings of completed projects that are similar in scale and complexity to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project.
- Education.
- Professional Licenses/Certifications/Memberships.
- Employment History.

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.

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.

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

- Detailed Project Schedule (Work Breakdown Structure) for all tasks, Deliverables and milestones.
- Risk factors associated with the Project;
- Description of the offeror's management structure responsible for fulfilling the Contract's requirements;
- Project issue resolution and escalation process;
- Approach to managing its subcontractors effectively, if applicable; and
- Total number of hours of estimated work effort for the Planning, Design, Build, Testing and Implementation phases of the project.

Work Plan. The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include a detailed implementation approach to addressing and meeting RFP Milestone Dates.

The Work Plan must address each task and deliverable described in Attachment Two.

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

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

The ODPS 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 ODPS is unwilling or unable to meet the requirements.

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

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

Proposed Changes to the Master Contract for Software Licensing. If the offeror seeks changes to Supplement Seven, the Master Contract, the offeror must identify those changes, with the precise alternative language the offeror seeks, and include the markup of the Master Contract as an attachment to its Proposal. Generalized objections to the Master Contract's terms and conditions are not acceptable. The State may reject any Proposal with extensive changes to the Master Contract or with changes that the State finds objectionable. Alternatively, the State may seek to negotiate over proposed changes to attempt to make them acceptable to the State. The State, in its sole and exclusive judgment, will determine whether any changes are acceptable and whether any negotiations make the proposed changes acceptable to the State.

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, other than Key Commercial Software, which must be dealt with in accordance with the preceding section, then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the offeror's Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the offeror's Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

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

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

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

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

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

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

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

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

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

The State may pay any part of the not-to-exceed fixed price identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial Software with a license agreement substantially in the form of Supplement Seven, payment of any license or support fees will be governed exclusively by that license agreement.

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

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

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

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

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

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

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

PART TWO: PROJECT AND CONTRACT ADMINISTRATION

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

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

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

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

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

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

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

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

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done.

The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.

- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

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

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

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

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

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

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

Replacement Personnel. If the RFP Documents contain the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not

remove those people from the Project without the prior written consent of the State, except as provided below.

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

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

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

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

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

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

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

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

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

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

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

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

also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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

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

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

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

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

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct

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

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

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

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

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

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

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

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery

schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

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

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

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

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

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

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

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

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

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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

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

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. It does not include Key Commercial Software that will be governed by Supplement Seven, Master Contract, but does include other Commercial Software.

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

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

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

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

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

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

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

Key Commercial Software will be covered by a separate Master Contract for Software Licensing, in the form of Supplement Seven. When such a Master Contract is executed, it will be a separate agreement and not part of this Contract, though the Contractor remains responsible for ensuring that the completed Project, including any Key Commercial Software, meets the requirements of this Contract and performs according to the RFP Documents' requirements.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

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

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

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

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

provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

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

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

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

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

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

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

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

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents.

Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

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

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

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

The acceptable level of performance for the Project will be 99.5%, unless otherwise specified in the RFP documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

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

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

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

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

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

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

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

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

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

The following services are outside the scope of this Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART SIX: CONSTRUCTION

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

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

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

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

PART SEVEN: LAW AND COURTS

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

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

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

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

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

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including, but not limited to 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 DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

USE OF MBE AND EDGE VENDORS. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors

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

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

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FIVE
SAMPLE CONTRACT**

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

(CONTRACTOR)

THIS CONTRACT, which results from RFP «**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: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

Please contact _____ at XXX-XXX with any questions.

Sincerely,

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

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

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

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

**ATTACHMENT SEVEN
OFFEROR CERTIFICATION FORM**

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

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

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

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

Potential Conflicts (by person or entity affected)

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENT

MANDATORY REQUIREMENT: The offeror must have successfully implemented and supported the proposed remittance processing solution at a minimum of two (2) client sites within the last five (5) years with one (1) site processing a minimum of ten thousand (10,000) transactions per day. (One transaction equates to the end to end processing of a submission)

Company Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:
Company Address:	Contact Phone Number: Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year
List Related Service Provided: Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project:	

Company Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:
Company Address:	Contact Phone Number: Contact Email Address:
Project Name:	Beginning Date of Expr: / Ending Date of Expr: Month/Year Month/Year
List Related Service Provided: Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the milestones for this Project:	

**ATTACHMENT NINE A
COST SUMMARY**

TASKS AND DELIVERABLES					COST
PLANNING PHASE					
Task 1 - Project Management					\$
DESIGN PHASE					
Task 2 – Systems Analysis and Design					\$
BUILD PHASE					
Task 3 – Configuration and Customization					\$
Task 4 – Conversion					\$
Task 5 – Test Planning					\$
Task 6 – Training Plan and Materials					\$
Task 7 – Documentation					\$
TESTING PHASE					
Task 8 – Testing					\$
Task 9 – User Acceptance Testing					\$
IMPLEMENTATION PHASE					
Task 10 – Training					\$
Task 11 – Implementation					\$
MAINTENANCE AND SUPPORT					
Year 1 After Warranty					\$
Year 2 After Warranty					\$
Year 3 After Warranty					\$
Year 4 After Warranty					\$
Year 5 After Warranty					\$
CHECK 21					
OPEX MPE 7.5 Modular Automated Mail Extractor					\$
SOFTWARE LICENSES AND SUPPORT					
Commercial Software License Fees (From Breakdown Sheet):					\$
Annual Support Fees for Commercial Software for First Five Years of Support (From Breakdown Sheet):					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	
Key Commercial Software License Fees (From Breakdown Sheet):					\$
Annual Support Fees for Key Commercial Software for First Five Years of Support (From Breakdown Sheet):					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	
Total Not to Exceed Fixed Price:					\$

Performance Bond Cost
\$

**ATTACHMENT NINE B
COST SUMMARY**

COST SUMMARY (COMMERCIAL SOFTWARE BREAKDOWN SHEET)

TASKS AND DELIVERABLES					COST
Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	

Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	

Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	

Commercial Software Product Name:					\$
Type License:					
License Count:					
Annual Support Fees for above Software for First Five Years of Support:					\$
1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
\$	\$	\$	\$	\$	

Insert additional sections as necessary.

**ATTACHMENT NINE C
COST SUMMARY OF MODIFICATIONS**

The offeror must provide an itemized list of each requirement that requires modification, the estimated days to complete the modification and the cost in the following table. The costs that are summarized in Attachment Nine C must be included in the Not-to-Exceed Fixed Price contained in Attachment Nine A.

SUPPLEMENT FIVE REQUIREMENT #	ESTIMATED DAYS TO COMPLETE	COST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total		\$

Insert additional rows as necessary.

**ATTACHMENT NINE D
OPTIONAL HARDWARE COST SUMMARY**

The offeror must provide a list of all proposed hardware offered as an option. At a minimum, the offeror must propose and price the hardware listed in the table below. The State reserves the right to purchase any or all of the proposed hardware.

MANUFACTURER	MODEL	COST
OPEX	AS3690i	\$
Imagetrac	3e	\$
		\$
		\$
		\$

Insert additional rows as necessary.

**ATTACHMENT NINE E
OPTIONAL ENHANCEMENTS COST SUMMARY**

The offeror must provide a list of hourly rates for programming and project management resources in the event that the ODPS requests enhancements outside of the scope of this contract. At a minimum, the offeror must propose and price the positions listed in the table below.

POSITION TITLE	HOURLY RATE
Project Manager	\$
Developer	\$
	\$
	\$
	\$

Insert additional rows as necessary.

SUPPLEMENT ONE
W-9 FORM
(THIS PAGE BLANK)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

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

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SUPPLEMENT TWO

AS-IS DESCRIPTION

The vehicle registration process begins 45-60 days prior to the expiration of a vehicle's registration or removable handicap placard. Vehicle registration renewals offer the customer the option of keeping their current license plate and receiving a new validation sticker or ordering replacement plates and receiving a new plate and validation sticker. The customer indicates their preference by checking (hand written) a box on the remit coupon. The existing system reads this field and updates the Vehicle Registration System (VR System). The fees for both options are pre-printed on the application. Customers have an option to make a donation to the 'Save Our Sight' organization on the application. The existing system reads any amount indicated by the customer in the donation field. Vehicle registrations are processed for both leased and owned vehicles.

There are two types of removable handicap placards issued by the BMV, one is permanent and the other is temporary. A prescription is required for both applications.

All applications are processed within one business day of receipt. Currently, approximately 25,000 applications are processed per day in one shift working 8 hours per day, 5 days a week. The existing process includes the following tasks:

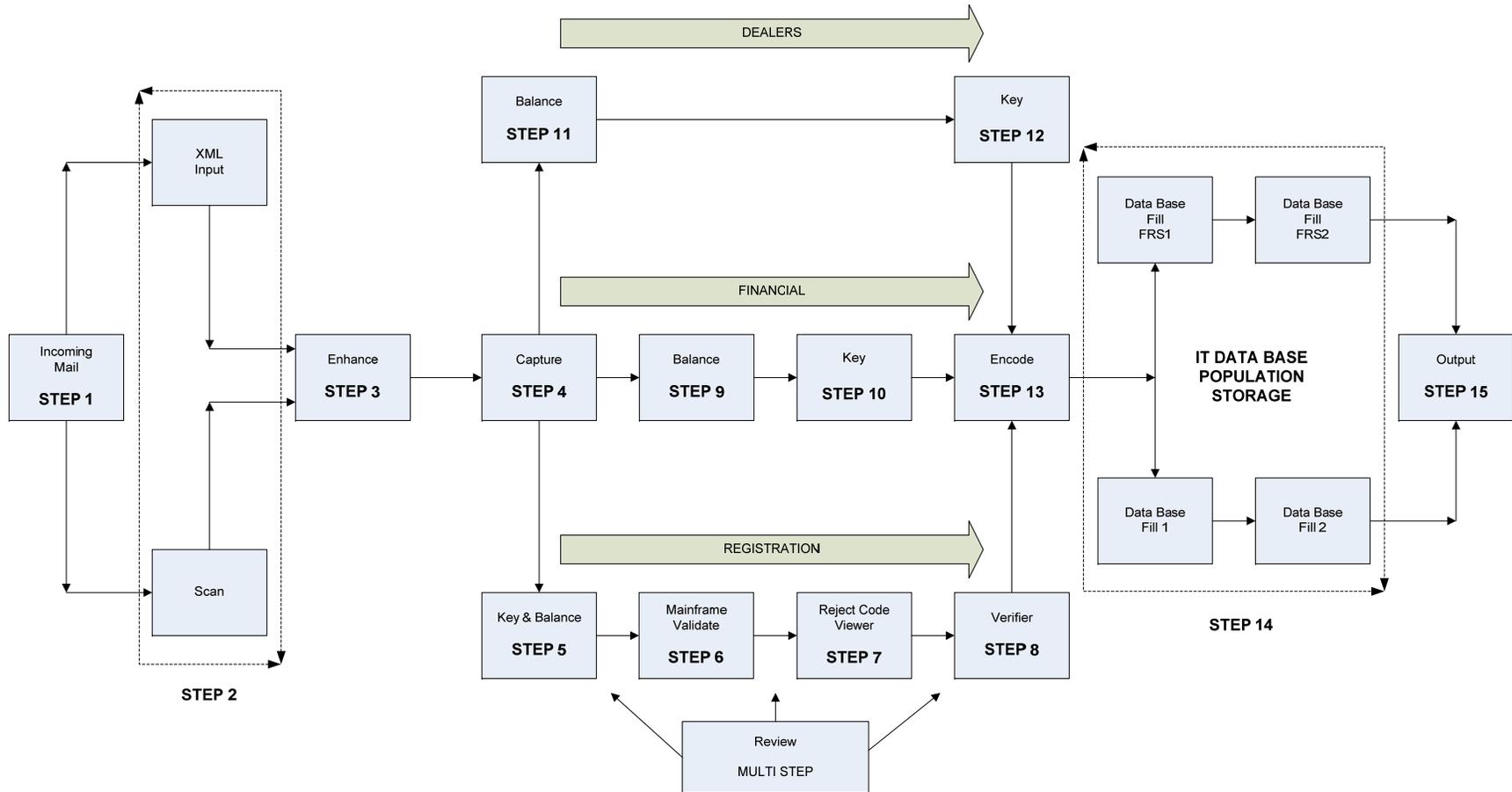
- opening all envelopes;
- capturing images of all documents contained in the envelopes, including the envelope if required;
- processing the applications;
- processing the checks and money orders using item processing transports; and
- capturing and verifying against the VR System to ensure information is correct

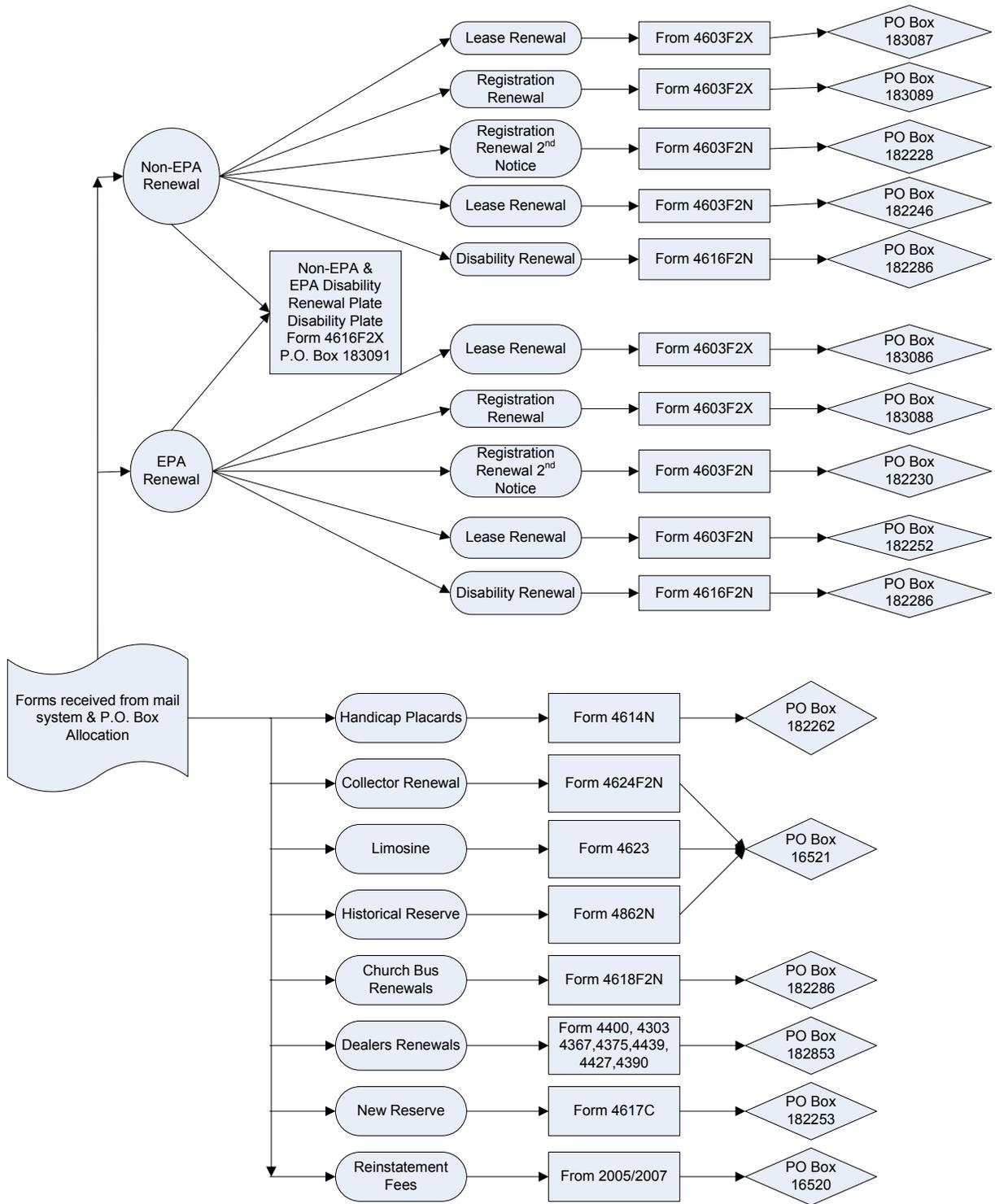
Once captured the information is encoded and associated with the transaction free of errors (those not rejected). Any item that is rejected is reviewed separately, corrected if possible, then resent through the scan and review process. If the rejected item cannot be corrected, the application is returned to the customer, with any associated check or money order, for correction. There are exceptions and partial payment customers. The existing system captures an image of the front and back of all documents remitted by the customer. The images are viewable the day they're scanned. The existing system is able to scan various size documents. The system processes single (one application and one check/money order) and multiple (one or more application and one or more check/money order) transactions in addition to an application only transaction.

The existing system has the ability to process multiple exceptions. The information goes through several checks against the VR System and specific reject codes are generated to identify any recognized problems (e.g., no signature on application or check/money order, not enough money, no Environmental Protection Affidavits (EPA), expired plate, etc.). During the scan process, the applications and their corresponding checks/money orders that are rejected by the transport operators are sent to designated sort pockets. Reject letters that explain why an application could not be processed, are generated and mailed to the customer the next business day. The checks/money orders of rejected applications are not encoded or endorsed and are returned with the reject letter. When an application is rejected, the remittance system is updated with a code identifying the reason for the rejection.

Description of Current AS-IS System Operations. The following is a high level description of the existing ODPS Remittance Processing system workflow and processing modules. It is not the intent of this RFP to totally emulate the current system, but rather to seek new and innovative data handling and correction processes without losing functionality associated with existing ODPS Remittance Processing system. The existing ODPS Remittance Processing system currently processes work for three sections: Registration, Dealers and Driver License Suspensions. Each of the three sections processing flows through some, but not all, of the steps identified in the Existing Workflow Diagram.

EXISTING WORKFLOW DIAGRAM





Workflow steps by section:

Registration	Dealers	Driver License Suspensions (DLSS)
Step 1	Step 1	Step 1
Step 2	Step 2	Step 2
Step 3	Step 3	Step 3
Step 4	Step 4	Step 4
Step 5	Step 11	Step 9
Step 6	Step 12	Step 10
Step 7	Step 13	Step 13
Step 8	Step 14	Step 14
Step 13	Step 15	Step 15
Step 14		
Step 15		

STEP 1: INCOMING MAIL

The initial activity is the receipt of mail associated with motor vehicle activity from customers and automotive organizations. All mail is received in specific PO boxes based on the transaction type identified in the diagram above.

STEP 2: SCAN AND XML INPUT

Envelopes are opened on the MPE OPEX 7.5. Mail that is too thick to be opened with the MPE OPEX 7.5 is opened with the AS3600I/51-OPEX. Damaged or torn mail is manually opened.

Document packets are split and all content is scanned on NCR-7780's. The left side of the Existing Workflow Diagram shows this activity with two modules noted as Scan and XML Input. After scanning is done (a picture of the image is taken and the scan line is read), the applications and supporting documents are sorted into one pocket and the checks/money orders are sorted into another pocket. The applications and supporting documents are banded together, the checks/money orders are banded together, and then the two bundles are banded together with a batch card reflecting the batch number. The physical batches are then put in a tray on a cart by the scan date. These physical batches are not touched again until the Encode process (Step 13).

STEP 3: ENHANCE

The scanned images are enhanced and cleaned up electronically.

STEP 4: CAPTURE

Intelligent character recognition is performed within pre-defined fields. The remittance software reads anything pre-printed or hand written on the documents in the specified fields. If the remittance software cannot read a field or it doesn't meet a preset 'confidence' level, it is sent to the Key and Balance process (Step 5) to be manually verified.

STEP 5: KEY AND BALANCE (REGISTRATION)

An operator views and corrects information captured and interpreted by the system. Corrections range from the amount of a Save Our Sight (SOS) donation to what type of document was scanned. Anything the system is not able to or "confident" enough to interpret is flagged for an operator to identify.

Operators also perform transaction/batch balancing. Most batches do not balance. This process ensures the checks and money orders are encoded for the correct amount.

STEP 6: MAINFRAME VALIDATE (REGISTRATION)

The remittance system checks against the Vehicle Registration System (VR System) to verify there is not a “block” on a customer because of an unpaid traffic ticket, etc. Information gathered in the previous steps is also stored in Remittance System data files. These files are accessed for reporting after the batch is complete.

STEP 7: REJECT CODE VIEWER (REGISTRATION)

The system rejects or suspends submissions that do not meet certain criteria. When the system is not confident if an item should be rejected or suspended it is sent to an operator for review.

Rejected submissions are reviewed and the error codes are refined, corrected or expanded upon for accuracy.

STEP 8: VERIFIER & BALANCE (REGISTRATION)

Submissions that are rejected, forced to balance, suspended or disabled in Steps 5 - 7 by either the system or an operator are verified for accuracy by an operator and either confirmed or cleared for processing if acceptable.

Cleared submissions can be re-balanced to allow for the submission to be processed and encoded for deposit.

STEP 9: BALANCE (FINANICAL)

The operator verifies the amount on the application matches the amount on the check/money order.

STEP 10: KEY (FINANICAL)

The operator addresses any other anomalies or issues, references the Withdrawal Management System (WMS), then passes the submission to Encode (Step 13) or rejects it.

STEP 11: BALANCE (DEALERS)

The operator verifies dealer payment amounts and addresses other anomalies or issues. It does not interface with the WMS.

STEP 12: KEY (DEALERS)

An operator views and corrects information captured and interpreted by the system. Anything the system is not able to or “confident” enough to interpret is flagged for an operator to identify. The submission then passes to the Encode (Step 13) or is rejected.

STEP 13: ENCODE

The operator pulls the physical batches from the cart (see Step 2); checks/money orders are processed through the NCR-7780's where checks/money orders that can be processed are separated from rejected checks/money orders and prepped for deposit. Rejected checks/money orders are returned to customers or sent for manual processing to be resolved or reinstated (e.g., bad MICR, missing checks, checks placed in the wrong batch). This activity is designed to ensure that all data is valid before it proceeds to the VR System.

STEP 14: IT DATABASE POPULATION STORAGE

The remittance system is updated with the Dealer, Driver License Suspensions and Vehicle Registration information processed in steps 1-13.

STEP 15: OUTPUT

The remittance system generates batch files used to update the VR System, Dealer System, and Driver License Suspensions System. The four (4) boxes represent services on two different servers. These services are responsible for populating the databases by the same name.

MULTI STEP: REVIEW

The operator has the ability to delete a submission or page from a batch, correct and key needed information and un-reject a submission or page from a batch. This function can be performed at Key and Balance (Step 5), Mainframe Validate (Step 6), and Reject Code Viewer and Verifier (Step 7).

Exceptions. Exceptions are transactions or documents that need additional attention.

Items that can not be processed through the existing ODPS Remittance Processing system (e.g., damaged application or payment, overpayment) are currently keyed through the VR System Reject Document (REDO) module and validated manually through the Business Application Services System (BASS). Information such as the plate number, VIN number, tax district and donation amount (e.g., "Save our Sight") is manually keyed. After processing is complete the registration and validation sticker is mailed to the customer.

Existing Proprietary Equipment. ODPS owns the following hardware used with the existing ODPS Remittance Processing system: OPEX 7.5 IEM, OPEX AS3600I, OPEX 51 and NCR 7780.

Registration Remittance Processing Section

General Overview – Registration Remittance Processing Section

Applications processed through Remittance:

2006	2007	2008	2009
2,195,967	2,110,135	2,001,857	2,293,560

The vehicle renewal process begins 45 – 60 days prior to the expiration of the registration. Vehicle renewal applications are printed with specific information (e.g., name, address, fee, form number, license plate number, taxing district number, vehicle type) by (current Contractor) and the BMV Print Room (in-house).

Vehicle renewals, [BMV4614N (Disability Placard), BMV4616F2N (Non EPA Disability renewal), 4616F2N (EPA Disability renewal), 4624F2N (Collector renewal) 4623 (Limousine) 4862N (Historical reserve) 4603F2N (Non EPA Registration renewal – seconds) 4603F2N (EPA Registration renewal – seconds) 4603F2N (Non-EPA Lease Renewal) 4603F2N (EPA Lease renewal) 4618F2N (Church Bus renewals)] mail is received daily sorted by PO Box Numbers by Post office, employees remove all damaged mail from the clean mail; the clean mail is opened on Opex 7.5. All damaged, out sorted mail from 7.5, applications with additional documents and designated box numbered mail is opened then scanned on the Opex 3600i/51. All mail opened on the Opex 7.5 is prepared for scanning on the NCR7780. Once all documents/correspondence have been scanned and released, the documents are reviewed. The system automatically *retrieves* the *scan line* containing the applications number, form number, fee required, fee submitted, permit number, license number, county number etc. and performs a confidence check. Any discrepancies or questioned submissions are corrected in the review process. The remittance system also scans for signature(s) on the back of each form, check boxes, address corrections and erroneous information. The system assigns error codes which are saved to each flagged submission in a batch and reviewable by the Registration Section by the batch. The department user can intervene by correcting a submission and clearing it for processing. The Remittance Processing Unit also has the capability to flag

documents with the error codes from reject code list during the review process. This capability is necessary so documents which do not meet required criteria are not processed in error.

Once all documents/correspondence are scanned, verified by the Remittance processing section, and updated on Law Enforcement Automated Data System (LEADS) (i.e. updated registration information, address changes, etc.) the rejected submissions, checks/money orders, and applications are physically pulled from batches then returned to customer to complete documentation properly. Any transaction that does not meet acceptable criteria for Registration a letter *is* generated (automatically) identifying the reason(s) for rejection *including shortages, no signature, etc.* The letter is based upon ODPS defined criteria and based upon the error code from the system. The letter contains the customer's name, address, and identification number(s) as assigned. This letter has a return coupon attached listing required identifiers and dollar amounts when applicable to complete the transaction. If a customer's vehicle registration has expired beyond ninety (90) days or the transaction has already been updated through a local deputy registrar office, the item is not processed and returned to the customer. All submissions in a batch that were processed successfully are maintained in retention by ODPS for 3 years at the Alum Creek Facility, Retention Area.

The Remittance Unit *has* the ability to view and monitor status of batches in the remittance process (i.e. how many batches are ready, failed, in process, and completed). The current system has the ability to query on actual images of checks and stubs by date, batch #, transaction number, image name, amount, form type, control #, error code, application #, or license number.

The Remittance Unit supervisor has the ability to view and print various reports (e.g., End of Day Reports lists all submissions processed which generated a registration, Transaction Detail Reports lists what occurred during each step of processing of a submission.)

Remittance Section receives, each day after the encode process, reports produced by a separate in-house program utilizing data supplied from the remittance system. The reports include:

- Mail System Over/Under Report (detail by transaction if submission fees do not match);
- Remittance Balance Report (used to balance daily bank deposits);
- Remittance Suspended Records Report (details any submission suspended from processing)
- Remittance Accepted Records Report (details all submissions that cleared processing);
- Remittance Rejects Report (lists submissions that could not be processed through the remittance system that to be reviewed manually); and
- Extracted Renewal Refunds Report (lists refunds automatically generated due to overpayment on a submission).

Software Communications – Registration Remittance Section

Documents/correspondence for the renewal of a vehicle registration renewal *are* received, and processed by the Remittance Section. *The 7.5 opens all envelopes of acceptable size and outsorts submissions with multiple documents, missing signatures, or missing documents.* Once the documents/correspondence are scanned and verified by the Registration Remittance Section several files are created and sent to a server in IT.

- An ASCII text file is created for each document scanned and the file is passed to a server where an in-house program, which automatically runs at a set time each day, retrieves and sends the data to the Vehicle Registration (VR) System Database.

The file layouts, error codes, and sizes are provided by the current system.

Dealers Remittance Processing Section

General Overview – Dealers Section

Applications processed through Remittance:

2006	2007	2008	2009
11,457	9,123	8,511	15,700

The dealer renewal process begins 45 – 60 days prior to the expiration of the license/permit/registration. Dealer renewal applications are printed by the State. The application/coupon has the appropriate information, name, address, fee required, application number, permit number, license number, and/or plate number. Both scan line and bar-coding are used to read these renewals/coupons. Forms are 8 1/2 X 11 sheet of paper, printed on the front and back, with the bottom third of the document being the return coupon. All customers are provided with a # 9 envelope to return the renewal application to a designated PO Box number. Additional fields, signature line(s), and affirmation check boxes are printed on the back of the form. The forms are verified for acceptance and read by software to update the Dealer System database. Attachments of various sizes ranging from 2.75 inches in height and up to 14 inches in length; including cardboard fingerprint cards, photographs, and correspondence may be submitted with the coupon form. Coupons with cardboard fingerprint cards and photographs are pulled and do not go through the Remittance System; they are scanned by the Dealers Licensing Section. Attachments do not have bar code or scan lines and are viewable by the Dealers Licensing Section.

Current System – Dealers Section

Dealer renewals (BMV4303, BMV4367, BMV4375, BMV4390, BMV4400, BMV4427, and BMV4439) of the Remittance Project Requirements and Special Provisions document are different than all other applications contained in this RFP as all coupons, additional documentation, and fees are accepted, even if verification does not match the Dealer System database. Only unacceptable checks, (i.e. no signature, no amount, amount discrepancies, etc.) are pulled and returned to the customer, by the Remittance Section. Once all documents/correspondence have been scanned and released by the Remittance Section the documents are reviewed by the Dealer Licensing Section. The system automatically scans the bar code containing the applications number, form number, fee required, fee submitted, permit number, license number, county number etc. and performs a confidence check. Any discrepancies are corrected, within each module, by the Dealer Licensing Section. The remittance system also scans for signature(s), check boxes, and erroneous information and it creates an error code which it passed to the Dealers System, via an electronic file. No user intervention is required. The Dealer Licensing Section has the capability to flag documents with the errors during review. This capability is necessary so documents that are not read/scanned correctly by the remittance system can be routed back to the remittance for correction and the in-house Document Image and Dealer System programs can differentiate between acceptable and unacceptable information, perform automatic updates to the Document Image System and Dealers System, and generate appropriate correction letters. Documents that cannot be automatically updated are routed electronically, by in-house programs contained in the Document Image and Dealers System, to various electronic workbaskets within the Document Image system and worked by customer service in the Dealer Licensing Section.

Once all documents/correspondence are scanned and verified by the Remittance Section, and the original documents are picked up by the Dealer Licensing Section approximately 3 times a week and sent to record retention.

The Dealer Licensing Section has the ability to view where batches of dealer renewals are in the remittance process (i.e. how many batches are ready, failed, and in process).

The Dealer Licensing Section unit supervisor has the ability to view and print various reports (e.g., Dealer Forms Count Report (lists the quantity of forms scanned by form number for a specified period of time and Dealer Activity Detail Summary Report lists batch numbers, number of checks and totals for each batch on a particular day.) The Dealer Licensing Section has the ability to query on actual images of checks stubs by date, batch #, transaction number, image name, amount, form type, control #, error code, application #, permit #, county name, county number, or license number.

The Dealer Licensing Section receives, each day, after the encode process, three reports. The following reports are produced by a separate in-house program utilizing data supplied from the remittance system:

- applications processed through remittance with no errors;
- applications processed through remittance that were assigned a reject code during the process or erred on the dealer system side; and
- applications processed through remittance with no errors but erred on the dealer system side.

Software Communications – Dealers Section

Documents/correspondence received for the Dealers Section are accepted and processed by the Remittance Section, even if they are missing information and/or contain no money. Dealer's documents do not go through the same verification process as mail registration documents. Once the documents/correspondence are scanned, by the Remittance Section, and verified by the Dealer Licensing Section, two (2) files are created, daily, and sent to a server in IT.

- A text file (named by each batch) and TIFF images of the documents scanned are passed to a server and the files are picked up by a program, created in-house, that automatically runs several times a day and retrieves and sends the information to the ODPS Document CPIC Image System.
- An ASCII text file is created for each document scanned and the file is passed to a server where an in-house program, which automatically runs at a set time each day, retrieves and sends the data to the Dealer System Database.

The file layouts, error codes, and sizes are provided by the current system.

Financial Responsibility Remittance Processing Section

General Overview - Financial Responsibility Section

Applications processed through Remittance system:

2006	2007	2008	2009
66,911	73,733	76,783	66,677

Once a customer has been placed under a court suspension or a Bureau of Motor Vehicles (BMV) suspension, a Notice of Suspension is mailed to the customers last known address along with the BMV 2007 coupon and pre-printed # 9 envelope to return BMV 2007 coupon and reinstatement fee to a designated PO Box number. The Notice of Suspensions and the BMV 2007 coupon are printed by the State. However, the Random Selection Suspension Notice and BMV 2007 coupon are printed by an outside vendor.

Whenever the customers driving record is updated the system generates a Notification/Reinstatement Requirement Letter (BMV 2006) along with a BMV 2005 coupon. The Notification/Reinstatement Requirement Letter (BMV 2006) and the BMV 2005 coupon are printed by the State.

The customers can submit their reinstatement fee anytime throughout their suspension or after they have served the suspension period. The BMV 2005 or BMV 2007 coupon should accompany the reinstatement fee(s) (i.e. personal check, cashiers check, or money order). If the customers failed to enclose the BMV 2005 or 2007 coupon along with their reinstatement fee, a coupon is printed from the section laser jet printer.

The BMV 2005 coupon is used to apply payment to any or all fees on a particular driving record; the BMV 2007 coupon applies payment to one particular case. Both coupon and payment are captured and stored in the imaging system.

Both coupons proceed through the following steps in the system:

- The barcode at the bottom of the coupon is read to determine the coupon type. The BMV 2005 coupon barcode represents the customer's BMV key number; the BMV 2007 coupon barcode represents the customers BMV key number and BMV case number. The payments are recognized and identified as check (personal or cashiers), money order or cash based on the information noted in the boxes labeled check number or money order.
- The system reads and compares amounts appearing on the coupon (noted under Amount Enclosed) and the numeric amount on the check or money order. If the amounts match, the system continues to the next submission. If not, the employee must enter the amounts until the coupon(s) and the check(s) in that submission match exactly. When the amounts match the system moves on.
- In the event the Bureau of Motor Vehicles can not accept a check or money order for any reason, a button (keypad stroke or drop down selection) is provided to reject a submission (both coupon and payment) and the submission is pulled before the batch is processed and applied to the customers driving records. When all the submissions in the batch are balanced the system is allowed to move on.
- When the system detects a marking in the CHANGE OF ADDRESS field, it allows the employee to update any address change the customer has noted. This change is made in the Withdrawal Management System (WMS) by the employee.

When all the discrepancies have been checked and corrected, the daily Cash Letter Report is generated. The Cash Letter Report displays all transactions processed through remittance, this report is used to balance the daily deposit that is then sent to the bank. The customers driving record is updated

accordingly via WMS. WMS then updates the L.E.A.D.S. system and the following reports are produced by a separate in-house program utilizing data supplied from the remittance system:

- Update Report (displays all of the fees processed through remittance); and
- Reject Report (displays refunds due to the customer).

Software Communication - Financial Responsibility Section

Documents/correspondence for the Financial Responsibility Section are accepted and processed by the Remittance Section. Financial Responsibility documents do not go through the same verification process as mail registration documents. Once the documents are scanned by the Remittance Section, and verified by the Financial Responsibility Section, files are created daily and sent to a server in IT.

- A text file (named by each batch) and TIFF images of the documents scanned are passed to a sever and files are picked up by a program created in-house, that automatically runs several times a day and retrieves and sends the information to the ODPS Document CPIC Image System.
- An ASCII text file is created for each document scanned and the file is passed to a server where an in-house program, which automatically runs at a set time each day, retrieves and updates the customers driving record via WMS and L.E.A.D.S system.

Revenue Management Remittance Processing Section

General Overview-Revenue Management

The current software package includes reporting functions that allows the Revenue Management Section of the Ohio Department of Public Safety to reconcile the daily revenue collected and sales issued.

Current System-Revenue Management

Current System-Revenue Management

The current system allows the user to view those reporting function/transaction details prior to that information being submitted to the Bureau of Motor Vehicles IT department. The unaudited reporting functions include, but not be limited to, an activity detail report which would display encode/deposit dates, transaction numbers, plate number(s), amount due, donation amount, and refunds due to the customer (See attached Transaction Detail Report and Activity Detail Report). This system has the ability to display records retrieved from this software package and includes information from the processed checks, money orders, cash, and supporting coupon documents. The captured information includes, but not be limited to, the following: encode/scan date, transmit/routing numbers, account numbers, transaction (control) numbers, plate/assigned identification numbers and amount of revenue received and amount of revenue due based upon the amount listed on the supporting documents, and any error codes.

The current system/software provides the following reports:

- Balance Report (RM435A/VLM435) - Total number of plates, amount paid and 'batch' identifying number.
- Over/Under Report (RM437A/VLM437) - Total of excess or shorted revenue paid by customer, identified by plate/specific identification number, or transaction number.
- Accepted Records (RM462A/VLM462) - Total of all accepted plates identified by control number, payment date, plate/assigned identification number, social security number or assigned identification number and amount paid.
- Refund Review Rejects(RPM452/VRM452) - Total of rejected transactions identified by plate/assigned identification number, transaction number, payment date, social security number/assigned identification number and reason of the rejection.
- Refund Report (RPM447/VRM447) - Total of all refunds identified by plate/identification number, (dependent upon the unit initiating the refund), transaction number, payment date, social security/assigned identification number and refund amount due to customer.

The system/software allows the user to query the information in specific categories. Those categories include, but are not limited to, the following:

- Batch Number
- Amount of transaction
- Social Security or assigned identification number
- License number (i.e. VR, ID,OL, or Dealer)
- Control Number/Transaction Number
- Date of scan/batching
- Account Number
- Check Number
- Permit Number
- Application Number

- Key Number

Revenue Management Requirements:

The system currently handles the following Payment Types:

1. Check
2. Money Order

Additionally, the current system provides the ability to perform the following:

- Read/scan all checks (including computer generated), money orders, and amounts.
- Read/scan customer name, plate, and social security number so information can be used to query information in the future.
- Read/scan all routing, account, check numbers, and amount of check.
- Query rejected/suspended applications with error codes and the ability to determine if those items were issued via another agency or refunded.
- Retain scan history for a minimum of three (3) years of all transactions including rejects and suspended applications with any, if applicable, codes.
- Query encode /business date as a separate transaction.
- Research/query specific information (i.e. Customer name, plate, social security, check number).
- Query all unaudited refunds.
- Query all audited refunds.
- Query statistical information (type of plates, payment type, amount, etc.) within specific time frames.
- Maintain 'cash letters' system (listing by batch, by number, and token of all check accepted for deposit by check number and amount, including total number of check and total of all checks).
- Linked to the Transactional Database (TDB) system by application number once the plates have been issued.
- Linked to the refund system by plate number, social security number, or name as a research tool.

SUPPLEMENT THREE

TECHNICAL REQUIREMENTS

The offeror must complete the Technical Requirements Matrix. For each requirement identified in the Technical Requirements Matrix, the offeror must use only one of the following response codes:

F - Requirement will be fully met with the proposed software solution.

D - Requirement will not be met as part of the proposed solution.

These requirements include the features/capabilities that are essential for the new system. The mandatory Technical Requirements do not allow the offeror to select the “D” option in the following table. The proposed ODPS Remittance Processing Solution must meet the following:

Req. No.	REQUIREMENT	F	D
General Requirements			
1.	The solution must be browser-based with centralized management of all processes. Management and user access tools must be web based.		
Response:			
2.	The solution must be able to run in an SSL and non SSL environment.		
Response:			
3.	Functionality of the application should not require Administrative rights at any level by end users.		
Response:			
4.	The solution must provide role based security via Active Directory/LDAP integration.		
Response:			
5.	All deployment of software and applications must be centrally distributed and updated. Zero-Touch deployment.		
Response:			
6.	The solution must be 100% compatible with Windows XP SP3 and Windows 7 and Internet Explorer version 7 or higher.		
Response:			
7.	The solution must follow current methodologies of industry best practices as described by Microsoft.		
Response:			
8.	The solution must utilize the ODPS' current EMC storage technologies and the EMC Centera API for image archiving.		
Response:			
9.	The solution must utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for all network communications.		
Response:			
10.	The solution must have an automatic restart process for connection failures or if the back end systems are unavailable.		
Response:			
11.	The preferred data access method for this solution is via a Windows Communication Foundation (WCF) service(s) with an agreed upon binding type deployed and secured on the application server tier. No third party software (i.e., nHibernate) should be used for database interaction.		
Response:			
12.	The solution must utilize 3 or more-tier architecture with the database server protected in the “internal network” by firewall. All calls to the database server must be handled by the application server and not the perimeter web server.		

Req. No.	REQUIREMENT	F	D																									
Response:																												
13.	The Proposed solution must run on Microsoft Windows Server 2008 (preferred) or 2003 R2 operating system and Microsoft SQL Sever 2008 (preferred) or 2005 database.																											
Response:																												
14.	Applications must function via programmatic methods and not via screen-scraping or macro based technology.																											
Response:																												
15.	Software must be adaptable to SQL Server reporting tools as well as adhering to widely accepted industry standards.																											
Response:																												
16.	The solution must be compatible with the existing NCR and OPEX equipment which includes the OPEX 7.5 IRM, NCR 7780, AS3600I, and OPEX 51. In addition, interfaces with the ODPS Internal IT applications are required.																											
Response:																												
17.	The solution needs to be compatible with VMware vSphere.																											
Response:																												
18.	The solution must be compatible with Microsoft SQL Server physical clustering.																											
Response:																												
19.	Application failures must be sent via email and text messaging to supporting personnel.																											
Response:																												
Scanner Option Requirements																												
20.	Scanners must process documents at 350 DPM (documents per minute) at a minimum.																											
Response:																												
21.	Scanners must provide simplex and duplex scanning required for color, grayscale, bi-tonal and photo images.																											
Response:																												
22.	Any scanner proposed must meet the existing volume requirements of the Remittance Processing System based on normal work hours. The applications processed are as follows: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th> <th>2006</th> <th>2007</th> <th>2008</th> <th>2009</th> </tr> </thead> <tbody> <tr> <td>Registration</td> <td>2,195,967</td> <td>2,110,135</td> <td>2,001,857</td> <td>2,293,560</td> </tr> <tr> <td>Dealers</td> <td>11,457</td> <td>9,123</td> <td>8,511</td> <td>15,700</td> </tr> <tr> <td>Financial</td> <td>66,911</td> <td>73,733</td> <td>76,783</td> <td>66,677</td> </tr> <tr> <td>TOTAL</td> <td>2,276,341</td> <td>2,194,998</td> <td>2,089,159</td> <td>2,377,946</td> </tr> </tbody> </table>		2006	2007	2008	2009	Registration	2,195,967	2,110,135	2,001,857	2,293,560	Dealers	11,457	9,123	8,511	15,700	Financial	66,911	73,733	76,783	66,677	TOTAL	2,276,341	2,194,998	2,089,159	2,377,946		
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Response:																												
Performance Requirements																												
23.	All components of the ODPS Remittance Processing Solution (including all equipment and software drivers) must be capable of continuous operation. To facilitate continuous operation, the ODPS Remittance Processing Solution must utilize the following two high-availability technologies currently employed by ODPS: (1) Microsoft SQL Server physical clustering and (2) VMware vSphere for web and application tiers																											
Response:																												

Interface Requirements. As stated throughout the RFP, the Contractor must implement its solution with existing hardware (i.e., OPEX 7.5 IRM, NCR 7780, AS3600I, and OPEX 51) and the current ODPS IT infrastructure. Additionally, The Contractor's solution must interface with a number of ODPS applications

to complete the required processing. It is anticipated that coordination with ODPS Internal IT programs will be needed to move forms electronically through the system daily.

The proposed ODPS Remittance Processing Solution must be compatible and interface with the following ODPS applications: Withdrawal Management System (WMS), Custom Processing and Indexing Client (CPIC), ATPS (II and III), Dealers System, Vehicle Registration (VR), Refund Management System, Law Enforcement Automated Data System (LEADS) and Transactional Database (TDB)

*Note: Six applications (Dealer Licensing System (DLRSYS), Withdrawal Management System (WMS), Vehicle Registration (VR), Refund Management System, Law Enforcement Automated Data System (LEADS) and Transactional Database (TDB)) are currently hosted in a Unisys OS2200 Mainframe environment and are scheduled to be migrated into a Windows Server environment by January 2011. Once migrated, web services will be used to transfer information. The WMS, DLRSYS, RMS, TDB and LEADS are migrating to Agile, which generates C# code, using .Net 3.5 framework and SQL Server 2008.

The proposed ODPS Remittance Processing Solution must interface with the following.

1. **Existing Scanner Hardware** - Current state owned hardware includes the NCR 7780-300 (Transport Controller Workstation) and AS3600I.

2. **Withdrawal Management System (WMS) /Driver License Suspension System**

Overview

WMS is a real-time user-driven system that interfaces with BASS and the Driver License System (DLS) to help ensure DLS has up-to-the-minute status for every driver. It also provides detailed information to the Business Application Services System (BASS) and BMV users about reinstatement requirements for drivers with suspended licenses.

WMS maintains and manages all driver license fee due/fee paid information, warrant block information, accident information, and immobilization information related to driving privilege withdrawals (suspensions). It also generates suspension letters and detailed requirements for license reinstatement WMS updates the driver's status in the Driver License System in real-time with up-to-date suspension, fee payment, and reinstatement information.

System Summary

Platform Mainframe - UNISYS OS2200

Age 7 years

Main Programming Language EAE / LINC

User Interface GUI

Security Novell and application

Database RDMS

Registered Users 350 people can use WMS, 100 regular users, 5-10 interested in detail.

Users /Business units Supported BMV, OSP.

Maintained by State (ODPS)

Information flow bidirectional

3. IBM Document Imaging System - Custom Processing and Indexing Client (CPIC)

Overview

The IBM Document Imaging System - Custom Processing and Indexing Client (CPIC) stores images of numerous documents for the Department BMV Division. The document images are stored in a specialized file system and are indexed in a database to allow the images to be searched and easily retrieved, viewed, or printed.

System Summary

Platform IBM AIX/ RS6000 P650

Age 8 years

Main Programming Language IBM Content Manager, CPIC

User Interface GUI

Security Active Directory

Database DB2

Registered Users Approximately 600

Users /Business units Supported BMV

Maintained by State (ODPS)

Information flow bidirectional

4. Automated Title Processing System (ATPS)

Overview

ATPSII is the Ohio data processing system for motor vehicle and watercraft titles. Six million Ohio titles are issued annually by the Title Offices in all 88 County Clerks of the Court of Common Pleas. ATPSII includes the Electronic Title Application (ETA) and Electronic Liens and Titles (ELT) systems.

ATPSII provides both the information infrastructure for the titling function as well as the actual transaction processing capability. The BMV is responsible for providing information services to support the titling function through ATPSII. Some of the major functions of ATPSII include: Title Issuance (Individual and Batch), Cash Drawer Reconciliation, Inquiry, Maintenance (County and State), and Reporting.

NOTE: Procurement efforts are in progress to replace this system with ATPSIII, which will utilize a web-based solution currently expected to occur late in FY11.

System Summary

Platform Windows

Age 10 years

Main Programming Language .NET web services; ASP.NET, Oracle Pkgs and Procs

User Interface GUI, Browser and Thick Client

Security Active Directory

Database Oracle and SQL Server

Registered Users 1200

Users /Business units Supported BMV

Maintained by State (ODPS)

Information flow bidirectional

5. Dealers System (DLRSYS)

Overview

The Dealer Licensing System (DLRSYS) maintains information on all auto dealers, dealership owners and company officers, salespersons, salvage auction buyers, and inspection stations. It stores and passes vehicle sales data to the Titles System. It also tracks the forms vehicle inspection stations use when performing inspections. DLRSYS tracks the temporary tags assigned to each dealership and monitors the transfer of license plates by dealerships.

DLRSYS manages the licensing of auto dealerships, salespersons and salvage auction buyers, and reports on the sale of vehicles to the Titles System. Since some auto dealers are authorized to sell temporary tags, the system tracks their purchase and sale by those dealers.

System Summary

Platform Mainframe - UNISYS OS2200

Age 18 years

Main Programming Language LINC/EAE

User Interface GUI, Dynacomm (Green Screens)

Security Novell and application security

Database RDMS

Registered Users Dealers, Titles, Investigations, Auto Dealers

Users /Business units Supported BMV, Dealers, Titles, Investigations

Maintained by State (ODPS)

Information flow bidirectional

6. Vehicle Registration (VR)

Overview

The Vehicle Registration System (VRS) records the data necessary to process vehicle registrations and handicap window placards for the State of Ohio. It provides this information to the Registrar of Motor Vehicles, Deputy Registrars, Courts, Internal BMV users, Law Enforcement, State and Federal Agencies, and private organizations as required and allowed by law.

System Summary

Platform Mainframe - UNISYS OS2200

Age 13 years

Main Programming Language Pacbase

User Interface TCP/IP (Green screens)

Security Novell, Local Security (Mainframe)

Database RDMS

Registered Users

Users /Business units Supported BMV, Registration, Remittance

Maintained by State (ODPS)

Information flow bidirectional

7. Refund Management System

Overview

The Refund Management System (RMS) maintains and manages all refunds that are paid to ODPS customers.

System Summary

Platform Mainframe - UNISYS OS2200

Age 5 years

Main Programming Language EAE / Linc

User Interface GUI

Security Novell and application (RMS) user security

Database RDMS

Registered Users 300+

Users /Business units Supported BMV Customers, ODPS

Maintained by State (ODPS)

Information flow bidirectional

8. Transaction Database (TDB)

Overview

The Transaction Database (TDB) is a historical database that stores vehicle registration, driver license, and ID card application data for seven years. The information is used to create historical and statistical reports that are made available to internal and external customers.

The TDB is the primary repository for applications submitted by citizens for Driver Licenses, ID Cards, and Vehicle Registrations. It provides complete tracking capabilities, financial transactions that occur with the BMV and ODPS.

System Summary

Platform Mainframe - UNISYS OS2200

Age 10 plus years

Main Programming Language EAE / LINC

User Interface GUI and Green Screens

Security Novell and TBD user security

Database RDMS

Registered Users 450+

Users /Business units Supported BMV, BMV Customers, ODPS

Maintained by State (ODPS)

Information flow bidirectional

9. Law Enforcement Automated Data System (LEADS)

Overview

LEADS is used for the entry and retrieval of OSHP arrest (HP-7) and crash (OH-1) information is gathered to produce various analytical reports. System OSHP platform areas of interaction and support: Scale activity, Polygraph Scheduling, Polygraph, Health & Fitness, and Traffic Crash

System Summary

Platform Mainframe - UNISYS OS2200

Age Approximately 4 years

Main Programming Language EAE / LINC

User Interface GUI

Security Novell

Database RDMS

Registered Users 2 to 75 (Highest Traffic Crash 75,Lowest Health 2)

Users /Business units Supported OSHP, BMV

Maintained by State/OSHP

Information flow bidirectional

10. Business Application Services System (BASS)

Overview

BASS is an in-house developed web-based computer system used by the BMV's Deputy Registrars (DR) to issue DL and ID cards and Vehicle Registrations (VR). The multi-server system interfaces with many other ODPS systems for supporting services, as well as three AAMVA systems for national driver and SSN information. It was built using Microsoft web-based (.NET) technologies and implemented at the 216 DR's and CSC's in the 3rd and 4th Quarter of 2005. The main goal of BASS was to provide a system that was user-friendly, while streamlining the DL and ID Cards and VR processes for over 15 million transactions annually. The system interfaces real-time to the DL/ID and VR mainframe systems and also handles all point-of-sale (POS) functionality. BASS provides bank deposit information, updates a central deposit system and includes numerous other services offered by the DRs (e.g. Driver Record Abstracts, Special Plates, Salvage Title Inspection Receipts, CDL Test Receipts, Motorcoach Bus Inspections, Driver Images, Print on Demand VR Stickers and a many other POS items).

A major enhancement and expansion in 2008 added functionality that automated the driver exam testing, interfacing the written (computer-based testing kiosks) and the driving road test scores into the Driver License issuance process for all classes of drivers.

System Summary

Platform Windows 2003 OS, .NET Framework 2.0/3.0

Age 4 years

Main Programming Language Microsoft Visual Studio.NET 2005

User Interface Browser/Web and Thin Client

Security Active Directory

Database SQL Server 2005

Registered Users 1500+

Users /Business units Supported BMV Divisions, County Clerks of Courts, OSHP (DX Stations, CDL, Motorcoach and Salvage Title Receipt Issuance), Administration Division (Revenue Management, POS, Deposit Reporting, and others)

Maintained by State (ODPS IT)

Information flow bidirectional

SUPPLEMENT 4

ODPS INFORMATION TECHNOLOGY STANDARDS

Background: The ODPS Information Technology Office (ITO) provides the networking, hardware and software for the ODPS, ATPS, Deputy, Highway Patrol, Investigative Unit, Reinstatement Centers and other ODPS business units. The ODPS currently provides Network connectivity for hundreds of external sites, for various Divisions within the ODPS. This connectivity terminates at either the State of Ohio Computer Center (SOCC), or at the Shipley Building. There are redundant high speed communications links between the SOCC and Shipley buildings.

Networking Topology: All sites use 10/100/1000baseT Ethernet for all user and server segments. All main satellite office connections are Point to Point via a T1 bandwidth. The branch satellite offices utilize Ethernet for their user segments via 56K connections. The ODPS utilizes Transmission Control Protocol/Internet Protocol (TCP/IP) as its standard networking protocol.

User LAN: The ODPS currently uses Windows XP SP3 and Windows 7 for the desktop operating system. Windows Server 2003 R2 SP2 and Server 2008 SP2 64-bit are the server operating systems deployed by the ODPS. The ODPS has an Active Directory infrastructure that is being upgraded to 2008, Group Wise is being migrated to Exchange, file services will be migrated to Microsoft Windows/EMC NAS and print services will be migrated to Microsoft.

Enterprise Application Infrastructure: The ODPS currently uses Microsoft Windows 2003/2008 Servers as its application server platform. The ODPS also utilizes Unisys Mainframe 7800 Series technology and high end Server technology in the form of Unisys ES7000's.

For Internet/Intranet applications, the ODPS requires a 3 or more tier architecture containing hardware load balanced web farm for the presentation tier, a hardware load balanced application / business tier and Microsoft SQL Server 2008 (preferred) or 2005 clustered database tier. Applications are to be stateless and object oriented. Applications will be developed using Visual Studio Team Edition 2008 or later (Team Suite or Team Developer), unless otherwise stated. All database interaction will be via stored procedure.

Application Security: Security should be determined on a case by case basis, based on the number of users, sensitivity of the data, and how data is accessed. Some organizations access data on behalf of their employees. Active Directory, table based security (username and password) and collecting items such as Driver's License Number, Date of Birth and last four digits of the person's social security number to validate against the operator license database are the normal authentication mechanisms.

Database: The ODPS utilizes Microsoft Structured Query Language (SQL) Server database primarily. Any new applications must utilize Microsoft SQL Server 2008 (preferred) or 2005. Oracle databases are present. IBM DB2 is also present. Oracle and DB2 are not a strategic direction for the ODPS.

The database is accessed through Microsoft Data Access Components (MDAC), Open Database Connectivity (ODBC), Object Linking and Embedding, Database (OLEDB), and Windows Communication Foundation (WCF), and/or WEB services. A Windows Communication Foundation (WCF) service with is the preferred database access method to interface with any database. No third party software (i.e. nHibernate) should be used for database interaction.

Servers and user PCs are restricted from residing on the same network segment.

Enterprise Storage: The ODPS utilizes EMC Storage Area Networks (SANs) and Network-Attached Storage (NAS) within both Data Centers and replicates certain data between the centers for backup and redundancy. The ODPS utilizes EMC DMX for high end transactional storage, EMC Celerra for NAS storage, EMC Clariion for mid-range economical storage, and EMC Centera for Token-based archival storage. Each server application is reviewed to decide which storage is best suited for the application.

SUPPLEMENT 4 CONT.

Enterprise Backup and Recovery: The ODPS uses EMC Networker and EMC Avamar for backup and recovery operations. EMC Networker is backing up the physical server infrastructure and Avamar is backing up the VMware and Exchange environments. The ODPS uses EMC Networker SQL backup agents to perform hot backups of the SQL database environment. The backup and recovery needs are reviewed to decide the best method for redundancy and timeliness of recovery.

Security: The ODPS does not allow direct connections from outside sources to internal systems. All externally and most internally available applications are designed in a 3 or more tier security model utilizing full client disconnects. HyperText Transfer Protocol (http) proxy based applications are not allowed. The ODPS restricts the Internet Protocol (IP) application ports that are allowed to traverse networks. The ODPS does not allow dynamic port allocation applications. The ODPS considers any machine that is directly accessed by an outside entity as a perimeter device and restricts accordingly.

Contractors coming on site to perform design and implementation services may not connect a computer to the ODPS network without having up to date anti-virus software and appropriate operating system updates applied on the computer.

Remote Access: The Contractor shall utilize a secure ODPS hosted WebEx session or other ODPS approved remote access method for any remote access. The ODPS does not allow the use of vendor provided remote control applications.

Hardware: The ODPS prefers to utilize Dell PowerEdge Servers and Dell Optiplex PC's. This is a standard within the ODPS. The ODPS prefers to utilize EMC SAN storage for all storage needs. Servers will be acquired, installed, and administered by ODPS personnel. The Contractor is required to supply server specifications as part of the design document.

Virtualization: The ODPS currently has ESX 4 vSphere implemented for hosting virtual servers. Application and web tiers are virtualized when possible and the SQL Server environment is a physical cluster.

State IT policy, standards, bulletins, and procedures: The Contractor must comply with the following:

State IT policy

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx>

State IT standards

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards/tabid/108/Default.aspx>

State IT bulletins

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins/tabid/111/Default.aspx>

State IT procedures

<http://das.ohio.gov/Divisions/InformationTechnology/OhioEnterpriseITProcedures/tabid/110/Default.aspx>

House Bill 648

http://www.legislature.state.oh.us/bills.cfm?ID=127_HB_648

SUPPLEMENT FIVE

FUNCTIONAL REQUIREMENTS MATRIX

The offeror must complete the Requirements Matrix. For each requirement identified in the Requirements Matrix, the offeror must select one of the following response codes:

- F** - Requirement will be fully met through configuration of the proposed software solution (without extension or modification).
- P** - Requirement will be fully met through the use of third party software in the proposed software solution (without extension or modification).
- M** - Requirement is fully met through modification of one or parts of the proposed software solution (specify extension or modification).
- D** - Requirement will not be met as part of the proposed solution.

The following requirements include the minimum features/capabilities that are essential for the new system. There are several designated functional requirements that are 'mandatory'. The mandatory functional requirements do not allow the offeror to select the "D" option in the following table. The offeror must select one response code for each requirement followed by a detailed description of how its proposed solution meets the requirement. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements.

REQ #	REQUIREMENT	F	P	M	D
Mail Processing					
1.	The proposed ODPS Remittance Processing Solution must process and extract all incoming ODPS Remittance Processing Unit mail.				
Response:					
2.	The proposed ODPS Remittance Processing Solution may allow co-mingling of documents as the mail is opened and sorted as long as the items can be automatically directed to the appropriate ODPS Division user.				
Response:					
3.	The proposed ODPS Remittance Processing Solution must sort and image all items (front and back) that come into the unit including the envelopes (if required).				
Response:					
4.	The proposed ODPS Remittance Processing Solution must be flexible and capable of handling future types of work.				
Response:					
Scanning and Capturing Images					
5.	The proposed ODPS Remittance Processing Solution must provide a one pass (preferable) or two-pass scanning function.				
Response:					
6.	The proposed ODPS Remittance Processing Solution must scan and image various size documents from 2.75 to 14 inches in height and 3.25 to 12 inches in width.				
Response:					
7.	The proposed ODPS Remittance Processing Solution must read and capture the following formats:				
	a) CAR;				
Response:					
	b) OCR;				

REQ # REQUIREMENT		F	P	M	D
Response:					
	c) ICR;				
Response:					
	d) LAR; and				
Response:					
	e) MICR.				
Response:					
8.	The proposed ODPS Remittance Processing Solution must verify and update, as applicable, the following information using the designated ODPS applications (See Supplement Three):				
	a) Eligibility;				
Response:					
	b) Address;				
Response:					
	c) Social Security number or assigned identification number;				
Response:					
	d) Plate type;				
Response:					
	e) Dealer Permit number/License/plate number, application number, county number and fees;				
Response:					
	f) BMV case number and BMV key number;				
Response:					
	g) Vehicle Title and VIN number; and				
Response:					
	h) Driver license number or ID number.				
Response:					
9.	The proposed ODPS Remittance Processing Solution OCR readability rate must maintain an accuracy level of 97% or higher.				
Response:					
10.	The proposed ODPS Remittance Processing Solution must allow ODPS the ability to redesign, update, add, and adjust forms as needed at no additional cost.				
Response:					
11.	The proposed ODPS Remittance Processing Solution must provide automatic notification to the user once scanning is completed and ready for review.				
Response:					
12.	The proposed ODPS Remittance Processing Solution must process applications (8 1/2" X 11" sheet of paper) printed on the front and back, with the bottom third or bottom half of the document being the 8 1/2" X 3 5/8" return remit coupon. Customers are provided with a pre-printed #9 envelope to return the renewal application to a designated PO Box number.				
Response:					
13.	The proposed ODPS Remittance Processing Solution must process fields, affirmation check boxes and signature lines. Designated fields must be verified for acceptance and read by software to update the Vehicle Registration database system. Attachments, such as POA and EPA, may be submitted with the coupon form. The additional attached documents will not have scan line.				

REQ # REQUIREMENT		F	P	M	D
Response:					
14.	The proposed ODPS Remittance Processing Solution must read/scan all check and money order information (e.g., route numbers, account numbers, check numbers, check (including computer generated) and money orders amounts).				
Response:					
15.	The proposed ODPS Remittance Processing Solution must read/scan customer name, plate number, and social security number so information can be used to query information in the future.				
Response:					
Displaying Images					
16.	The proposed ODPS Remittance Processing Solution must allow viewing of documents within 30 seconds after scanning.				
Response:					
17.	During the scanning process, the proposed ODPS Remittance Processing Solution must allow an operator to:				
	a) rotate a document image.				
Response:					
	b) change between front or rear image view;				
Response:					
	c) view an image in bi-tonal or gray mode; and				
Response:					
	d) save the altered image orientation in the system.				
Response:					
18.	The proposed ODPS Remittance Processing Solution must allow users to view, evaluate and change images at all points during the workflow including the ability to rescan an image.				
Response:					
19.	The proposed ODPS Remittance Processing Solution must provide read and key modes (must be able to verify incorrect info on the applications).				
Response:					
20.	The proposed ODPS Remittance Processing Solution must allow images to be archived automatically.				
Response:					
21.	The proposed ODPS Remittance Processing Solution must provide for retrieval of archived images throughout the designated retention schedules.				
Response:					
Processing (applications, correspondence, checks/money orders and cash)					
22.	The proposed ODPS Remittance Processing Solution must establish a specific Transaction ID, jointly developed by ODPS and the Contractor, to identify a transaction and submission in a batch including batch scan date and agency identifier.				
Response:					
23.	The proposed ODPS Remittance Processing Solution must maintain transaction integrity (keep checks, applications, and documents together through transaction workflow) and provide exception handling (re-assembly of transactions without rescan).				
Response:					

REQ #	REQUIREMENT	F	P	M	D
24.	The proposed ODPS Remittance Processing Solution must automatically print batch slips to identify submissions within a batch. The batch slip must include, at a minimum: <ul style="list-style-type: none"> a. the total number of submissions (a submission is an application(s), payment(s), additional documents and an envelope); b. date; c. type of batch; and d. user identifier. 				
Response:					
25.	The proposed ODPS Remittance Processing Solution must maintain all batch work to be processed by the user in date order.				
Response:					
26.	The proposed ODPS Remittance Processing Solution must provide the ability to route documents to a functional module for a user to complete processing (i.e., view, edit, return or forward, etc.) by division.				
Response:					
27.	The proposed ODPS Remittance Processing Solution must reconcile batch with monetary deposit.				
Response:					
28.	The proposed ODPS Remittance Processing Solution must allow user edit capabilities (e.g., address and name) using role based privileges.				
Response:					
29.	The proposed ODPS Remittance Processing Solution must be able to identify and automatically move exception items to appropriate division users for additional handling.				
Response:					
30.	The proposed ODPS Remittance Processing Solution must process the following payment types:				
	a) Check; and				
Response:					
	b) Money Order.				
Response:					
31.	The proposed ODPS Remittance Processing Solution must process checks and money orders through the Check 21 process. (mandatory)				
Response:					
32.	The proposed ODPS Remittance Processing Solution must use the State's designated bank for ACH transactions. In the event that the State's merchant for ACH transactions changes during the term of this Contract the Contractor awarded this Contract must work with the firm selected as the new merchant for ACH transactions at no additional cost. The current contract expires 06/30/2010. The Treasurer's Office for the State of Ohio is the procurement office and will award new contracts associated with ACH transactions. (mandatory)				
Response:					

REQ #	REQUIREMENT	F	P	M	D
33.	The proposed ODPS Remittance Processing Solution must be in compliance with applicable banking industry, merchant bank, payment card standards, and government laws/rules regarding on-line payments and on-line data security maintaining this compliance throughout the term of the Contract and any extensions to this Contract at no additional cost to the State. (mandatory)				
Response:					
34.	The proposed ODPS Remittance Processing Solution must provide updates to their solution to accommodate changes to the X9.37 standard for the life of the Contract, including any renewals.				
Response:					
35.	The proposed ODPS Remittance Processing Solution must provide a process for handling cash through the automatic generation of a receipt to use through the scanning and processing cycle.				
Response:					
36.	The proposed ODPS Remittance Processing Solution must allow all documents to be printed by a networked printer or sent to a fax.				
Response:					
37.	The proposed ODPS Remittance Processing Solution must include a workflow that is seamless and easily adaptable to changes (i.e., legislative changes, new processes, form changes, etc.).				
Response:					
38.	The proposed ODPS Remittance Processing Solution must process documents based upon business rules.				
Response:					
39.	The proposed ODPS Remittance Processing Solution must provide notification to the specified division after payments have been accepted and transactions are closed.				
Response:					
40.	The proposed ODPS Remittance Processing Solution must process payments for multiple documents.				
Response:					
41.	The proposed ODPS Remittance Processing Solution must provide a method of reconciling deposit data (e.g., by batch, check or money order number and amount, routing number, transit number, account number, and transaction date/time of deposit, including total item number and total dollar amount of all checks and money orders).				
Response:					
Exception Processing					
42.	The proposed ODPS Remittance Processing Solution must process an exception if the Registration application or check/money order is not acceptable due to a missing signature, shortage of money, missing money or incomplete documents (e.g., EPA, POA, Title, Affidavit, Prescription, EMS certificate, Articles of Incorporation). The submission must be returned to the customer for completion.				
Response:					

REQ #	REQUIREMENT	F	P	M	D
43.	The proposed ODPS Remittance Processing Solution must generate a refund data file when funds received are more than \$1.99 over the amount due.				
Response:					
44.	The proposed ODPS Remittance Processing Solution must accept and process all overages, shortages, non-monetary transactions, incomplete documents and monies for Dealer Licensing and Financial Responsibility (Partial Payment) transactions without exception.				
Response:					
45.	The proposed ODPS Remittance Processing Solution must recognize fields, affirmation check boxes and signature lines located on both sides of the form.				
Response:					
Reports and Queries					
46.	The proposed ODPS Remittance Processing Solution must track and produce daily reports on user performance and statistics, including, but not limited to:				
	a) Log-on time/Log-off time;				
Response:					
	b) Number of batches completed and number of transactions per batch; and				
Response:					
	c) Number of corrected or changed fields by type.				
Response:					
47.	The proposed ODPS Remittance Processing Solution must produce and display the following reports, at a minimum: Representative Samples are included in Supplement Six.				
Registration Remittance Processing Section Reports					
	a) End of Day Report (lists all submissions processed which generated a registration);				
Response:					
	b) Transaction Detail Report (lists what occurred during each step of processing of a submission);				
Response:					
	c) Mail System Over/Under Report (detail by transaction if submission fees do not match);				
Response:					
	d) Remittance Balance Report (used to balance daily bank deposits);				
Response:					
	e) Remittance Suspended Records Report (details any submission suspended from processing);				
Response:					
	f) Remittance Accepted Records Report (details all submissions that cleared processing);				
Response:					
	g) Remittance Rejects Report (lists submissions that could not be processed through the remittance system that to be reviewed manually);				
Response:					

REQ #	REQUIREMENT	F	P	M	D
	h) Extracted Renewal Refunds Report (lists refunds automatically generated due to overpayment on a submission);				
Response:					
Dealer Section Reports					
	i) Dealer Forms Count Report (lists the quantity of forms scanned by form number for a specified period of time);				
Response:					
	j) Dealer Activity Detail Summary Report (lists batch numbers, number of checks and totals for each batch on a particular day);				
Response:					
	k) applications processed through remittance with no errors;				
Response:					
	l) applications processed through remittance that were assigned a reject code during the process or erred on the dealer system side;				
Response:					
	m) applications processed through remittance with no errors but erred on the dealer system side;				
Response:					
Financial Responsibility Section Reports					
	n) Cash Letter Report (displays all transactions processed through the remittance system, used to balance the daily deposit that is sent to the bank);				
Response:					
	o) Update Report (displays all of the fees processed through the remittance system);				
Response:					
	p) Reject Report (displays refunds due to the customer);				
Response:					
Revenue Management Section Reports					
	q) Balance Report (RM435A/VLM435 - lists the total number of plates, amount paid and 'batch' identifying number);				
Response:					
	r) Over/Under Report (RM437A/VLM437 – lists excess or shorted revenue paid by customer, identified by plate/specific identification number, or transaction number);				
Response:					
	s) Accepted Records (RM462A/VLM462 – lists accepted plates identified by control number, payment date, plate/assigned identification number, social security number or assigned identification number and amount paid);				
Response:					
	t) Refund Review Rejects (RPM452/VRM452 - rejected transactions identified by plate/assigned identification number, transaction number, payment date, social security number/assigned identification number and rejection reason);				
Response:					

REQ		F	P	M	D
#	REQUIREMENT				
	u) Refund Report (RPM447/VRM447 - refunds identified by plate/identification number, (dependent upon the unit initiating the refund), transaction number, payment date, social security/assigned identification number and refund amount due);				
Response:					
48.	The proposed ODPS Remittance Processing Solution must query rejected/suspended applications.				
Response:					
49.	The proposed ODPS Remittance Processing Solution must have the ability to produce ad-hoc reports.				
Response:					
50.	The proposed ODPS Remittance Processing Solution must retain images and data for a minimum of 3 years.				
Response:					
51.	The proposed ODPS Remittance Processing Solution must allow for automated purging of records per the designated retention schedule.				
Response:					
52.	The proposed ODPS Remittance Processing Solution must have the ability to query specific information (e.g., Customer name, plate number, social security number, check number, etc.).				
Response:					
53.	The proposed ODPS Remittance Processing Solution must have the ability to query statistical information (e.g., type of plates, payment type, amount, etc.) within specific time frames.				
Response:					
Security					
54.	The proposed ODPS Remittance Processing Solution must provide role based security.				
Response:					

SUPPLEMENT SIX

SAMPLES

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WMS Reject Report

WMS REJECT		STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY				PAGE
RUN DATE : 12/07/2007						
RUN TIME : 05:00:11		REJECT REPORT				
KEY NUMBER	RECEIPT #	PAYMENT DATE	BATCH NUM	PAYMENT AMOUNT	REFUND AMOUNT	REJECT REASON
008300227	8980070099508001	20071208	00073395891821	\$155.00	\$125.00	REFUND RECORD
008201953	8980070059618001	20071208	00073395891821	\$125.00	\$125.00	REFUND RECORD
015050392	8980070100242001	20071208	00073330472821	\$125.00	\$125.00	REFUND RECORD
008193828	8980070100277001	20071208	00073385472821	\$15.00	\$15.00	REFUND RECORD
002230878	8980070100328001	20071208	00073356480321	\$425.00	\$425.00	REFUND RECORD
020031815	8980070101481001	20071208	00073403510121	\$15.00	\$15.00	REFUND RECORD
018904592	8980070101483001	20071208	00073403510121	\$15.00	\$15.00	REFUND RECORD
007848993	8980070101513001	20071208	00073403510121	\$115.00	\$100.00	REFUND RECORD
018243167	8980070101522001	20071208	00073403510121	\$30.00	\$30.00	REFUND RECORD
018997978	8980070101785001	20071208	00073403520321	\$425.00	\$425.00	REFUND RECORD
019308752	8980070101776001	20071208	00073403520321	\$155.00	\$140.00	REFUND RECORD
012971829	8980070103018001	20071208	00072403518121	\$15.00	\$15.00	REFUND RECORD
018009181	8980070103305001	20071208	00073405328721	\$125.00	\$125.00	REFUND RECORD
017484830	89800701033043001	20071208	00073405368921	\$15.00	\$15.00	REFUND RECORD
TOTAL INPUT RECORDS :		424				
TOTAL RECORDS APPLIED :		424				
TOTAL RECORDS REJECTED :		0				
TOTAL AMOUNT APPLIED :		\$58,928.50				
TOTAL AMOUNT REFUNDED :		\$1,895.00				
GRAND TOTAL AMT UPDATED :		\$60,820.50				

VLM463 Report

VLM463
VEHICLES
RJY
REMITTANCE

STATE OF OHIO BUREAU OF MOTOR
03/19/2010
VEHICLE REGISTRATION -
11:15:40

PAGE 1

REJECTS BACK TO CUSTOMERS

PLATE BATCH / SEQUENCE NUMBER NUMBER	CONTROL NUMBER	PAYMENT DATE	SOCIAL SECURITY #	REJECT CODE
3A25990	99954362685	03/19/2010		1068
2010030424115354	0023			
44LBA	99954367172	03/19/2010	000000000	1125
2010030502092528	0018			
EVS1337	99954367213	03/19/2010	000000000	1108
2010030502092528	0059			
EM30VH	99954367214	03/19/2010	000000000	1125
2010030502092528	0060			
BV07BE	99954367217	03/19/2010	000000000	1104
2010030502092528	0063			
SQD4619	99954367236	03/19/2010	000000000	1104
2010030502092528	0082			
DWJ9027	99954367248	03/19/2010	000000000	1125
2010030502092528	0094			
EBR4042	99954367355	03/19/2010	000000000	1104
2010030502094301	0001			
EGJ2804	99954367356	03/19/2010	000000000	1116
2010030502094301	0002			
ECCG7070	99954367358	03/19/2010	000000000	1125
2010030502094301	0004			
DZF3199	99954367377	03/19/2010	000000000	1104
2010030502094301	0023			
EJ91TH	99954367384	03/19/2010		1014
2010030502094301	0030			
DXF2811	99954367394	03/19/2010	000000000	1108
2010030502094301	0040			
DMD3704	99954367409	03/19/2010		1069
2010030502094301	0055			
EPM8695	99954367414	03/19/2010	000000000	1125
2010030502094301	0060			
288XWL	99954367419	03/19/2010		1069
2010030502094301	0065			
CTS4125	99954367427	03/19/2010	000000000	1108
2010030502094301	0073			
STEFKA	99954367429	03/19/2010	000000000	1125
2010030502094301	0075			
EON9665	99954367442	03/19/2010	000000000	1104
2010030502094301	0088			
DSN8843	99954367448	03/19/2010		1069
2010030502094301	0094			
B11S	99954367450	03/19/2010		1069
2010030502094301	0096			

VLM462 Report

VLM462
VEHICLES
RJX
REMITTANCE

STATE OF OHIO BUREAU OF MOTOR
03/19/2010
VEHICLE REGISTRATION -
11:15:33

ACCEPTED RECORD

PAGE	PLATE	CONTROL	PAYMENT	SOCIAL	AMOUNT	AMOUNT
BATCH /	SEQUENCE					
NUMBER	NUMBER		DATE	SECURITY #	PAID	DUE
NUMBER						
1R23600	99954362657		03/18/2010		3.50	3.50
2010030424115354	0001					
1R23599	99954362657		03/18/2010		3.50	3.50
2010030424115354	0001					
1W69646	99954362658		03/18/2010		3.50	3.50
2010030424115354	0002					
1Z87332	99954362660		03/18/2010		3.50	3.50
2010030424115354	0003					
1Q76515	99954362661		03/18/2010		3.50	3.50
2010030424115354	0004					
1R18518	99954362662		03/18/2010		3.50	3.50
2010030424115354	0005					
1X00282	99954362663		03/18/2010		3.50	3.50
2010030424115354	0006					
1Q77987	99954362664		03/18/2010		3.50	3.50
2010030424115354	0007					
1R77207	99954362665		03/18/2010		3.50	3.50
2010030424115354	0008					
1R67224	99954362666		03/18/2010		3.50	3.50
2010030424115354	0009					
1R71663	99954362669		03/18/2010		3.50	3.50
2010030424115354	0011					
1R76246	99954362671		03/18/2010		3.50	3.50
2010030424115354	0012					
1Q79995	99954362672		03/18/2010		3.50	3.50
2010030424115354	0013					
3C74666	99954362673		03/18/2010		3.50	3.50
2010030424115354	0014					
1R66543	99954362674		03/18/2010		3.50	3.50
2010030424115354	0015					
3B70535	99954362675		03/18/2010		3.50	3.50
2010030424115354	0016					
1Z50295	99954362679		03/18/2010		3.50	3.50
2010030424115354	0017					
3D71130	99954362680		03/18/2010		3.50	3.50
2010030424115354	0018					
1R61866	99954362681		03/18/2010		3.50	3.50
2010030424115354	0019					
1R59087	99954362682		03/18/2010		3.50	3.50
2010030424115354	0020					
1R59086	99954362682		03/18/2010		3.50	3.50
2010030424115354	0020					

VLM437 Report

VLM437 03/19/2010 RJV 11:11:24		STATE OF OHIO BUREAU				
03/18/2010		VEHICLE REGISTRATION - MAIL SYSTEM				
		OVER/UNDER REPORT FOR BUSINESS DATE				
		1				
PLATE UNDER NUMBER PAYMENT	CONTROL NUMBER TOTAL ADJUSTMENT	AMOUNT DUE	AMOUNT PAID	DONATION AMOUNT	OVER PAYMENT	
0.87	99954367103	64.87	64.00			
	99954370598	64.87	64.89		.02	
	99954380942	69.87	69.92		.05	
0.50	99954372647	84.87	84.37			
	99954380077	54.87	54.88		.01	
	99954374621	54.87	55.87		1.00	
0.40	99954378565	119.87	119.47			
	99954374418	54.87	54.97		.10	
0.50	99954379253	84.87	84.37			
0.30	99954369336	54.87	54.57			
0.20	99954376928	59.87	59.67			
	99954379159	54.87	55.00		.13	
0.90	99954376715	49.87	48.97			
0.01	99954369704	49.87	49.86			
	99954356554	54.87	54.88		.01	
RY 45LW	99954368182	49.87	49.92		.05	
CER 500 0.03	99954358874	64.87	64.84			

VLM435 Report

VLM435
 RJZ
 BUSINESS DATE - 03/30/2010

STATE OF OHIO BUREAU OF MOTOR VEHICLES
 VEHICLE REGISTRATION - REMITTANCE
 BALANCE REPORT

03/31/2010
 11:16:56
 PAGE 1

TOTAL PLATES	AMOUNT PAID	BATCH NUMBER

103	5,909.24	2010032224154314
89	5,256.06	2010032224163037
88	4,708.56	2010032202102634
89	5,031.43	2010032202102755
106	6,168.84	2010032202120924
121	6,442.27	2010032202132728
259	12,933.01	2010032202133756
111	5,533.87	2010032202134005
145	7,383.65	2010032202134059
151	7,655.95	2010032202134339
23	80.50	2010032323092851
17	59.50	2010032323095831
19	66.50	2010032323101203
8	28.00	2010032323102509
108	6,303.09	2010032323105440
101	5,710.37	2010032323112659
176	9,111.90	2010032202135158
98	5,558.76	2010032323122518
52	2,855.37	2010032323123550
140	7,192.84	2010032323131533
142	7,502.32	2010032323133012
175	8,921.37	2010032202125641
167	8,673.29	2010032323142557
164	8,596.81	2010032323144201
150	7,813.00	2010032323150234
167	9,013.00	2010032323151727
146	8,184.22	2010032323153605
105	5,863.35	2010032323161855
161	8,081.60	2010032302062336
157	8,414.61	2010032302062725
137	7,709.19	2010032302062834
128	7,325.36	2010032302063046
136	7,924.82	2010032302064038
137	7,260.68	2010032302064143
223	10,925.96	2010032302064251
108	5,862.24	2010032302064415
147	7,965.04	2010032302072334
120	5,450.80	2010032302072521
94	5,667.22	2010032302082158
91	5,153.67	2010032302082338
95	5,015.78	2010032302082433
82	4,412.95	2010032302082526
98	5,638.02	2010032302083351
95	5,285.15	2010032302083446
93	5,256.67	2010032302084039
23	80.50	2010032224112332

Transaction Detail Report

Transaction Detail Report							
12/6/2007							
<u>Encode</u>	<u>SSN/TID</u>	<u>Control #</u>	<u>Plate #</u>	<u>Plate</u>	<u>Renew</u>	<u>New Plate</u>	<u>Error</u>
<u>Date</u>				<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Status</u>

Form Count Report

Form Count Report

March 01, 2010 through March 25, 2010

<u>Form Type</u>	<u>Form Count</u>
BACK_4303 -----	1
BACK_4375 -----	2
BACK_4390 -----	171
BACK_4400 -----	994
BMV_4303 -----	1
BMV_4375 -----	2
BMV_4390 -----	174
BMV_4400 -----	1,001
CHECK -----	1,153

Dealers Activity Summary Report

Dealers Activity Summary Report

3/22/

<u>Transaction Date</u>	<u>Batch Number</u>	<u>Number of Checks</u>	<u>Batch Amount</u>
3/3/2010			
	2010021032084027	27	\$4,592.00
	2010021123091811	4	\$880.00
	2010021131084027	20	\$3,064.00
	2010021131091213	23	\$4,362.00
	2010021631093343	50	\$11,550.00
	2010021631093833	50	\$8,420.00
	2010021631093859	20	\$3,284.00
	2010021731091428	16	\$3,250.00
	2010021832091820	47	\$7,450.00
	2010022232121244	49	\$9,606.00
	2010022232121630	50	\$7,252.00
	2010022232121654	18	\$3,490.00
	2010022332090904	8	\$1,084.00
	2010022432083617	18	\$2,240.00
	2010022624125259	1	\$150.00
	2010022632095508	18	\$3,420.00
	2010022632102813	24	\$3,404.00
	2010030124115028	1	\$120.00
	2010030131123134	26	\$5,478.00
		470	\$83,096.00
Grand Total:		470	\$83,096.00

Cash Letter Report

Cash Letter For: Ohio - BMV

Page 1.

Bank: Key Bank
 Acct #: 359681107470
 Batch #: 100810X0028529 / 2010032224154314
 Batch Type: non_epa_veh_rnw1
 Deposit Date: Mar 30, 2010

03/30/10
 11:21:50

Batch Amount: \$5,909.24
 Number of Checks: 82

Check Number	Amount	Check Number	Amount
-----		-----	
4795	\$114.74	1181	\$54.87
5060	\$54.87	1047	\$49.87
1518	\$54.87	6549	\$74.87
2976	\$54.87	3793	\$54.87
7119	\$120.24	5045	\$54.87
1422	\$159.61	20207	\$39.87
6263	\$109.74	20208	\$39.87
3441	\$134.61	8863	\$54.87
213	\$179.61	4334	\$54.87
1699	\$54.87	981	\$39.87
1138	\$39.87	1197	\$54.87
1118	\$54.87	3205	\$54.87
7642	\$44.87	621	\$39.87
2219	\$39.87	6969	\$54.87
1639	\$54.87	3471	\$55.87
7891	\$44.87	1721	\$115.24
1488	\$94.87	4500	\$74.87
1496	\$79.87	3958	\$54.87
4071	\$164.61	3731	\$174.74
4072	\$49.87	1655	\$54.87
3327	\$94.87	5773	\$69.87
540	\$44.87	2100	\$54.87
2462	\$79.87	2199	\$109.74
2461	\$104.87	1840	\$109.74
3618	\$39.87	2625	\$134.61
3710	\$54.87	455	\$149.61
1765	\$54.87	371	\$65.37
4451	\$94.87	3880	\$79.87
118	\$54.87	4553	\$49.87
376	\$54.87	5816	\$49.87
1234	\$104.87	4145	\$44.87
1233	\$69.87	4144	\$59.87
1232	\$54.87	3121	\$44.87
1189	\$59.87	7307	\$99.74
1926	\$124.74	8342	\$54.87
2796	\$39.87	2516	\$44.87
1180	\$54.87	3899	\$49.87
490	\$49.87	5193	\$54.87
3100	\$44.87	4095	\$69.87

Cash Letter For: Ohio - BMV
Batch #: 100810X0028529 (non_epa_veh_rnw1)

Page 2.
03/30/10
11:21:50

Check Number	Amount
-----	-----
511	\$54.87
61624029	\$105.00
2097	\$54.87
576	\$54.87
<hr/>	
Total Deposit:	\$5,909.24

Activity Detail Report

Activity Detail Report

OHIO-BMV

Control Number	Encode Date	Form Type	Plate Amount	Check/Cash Payment Amount	Donation Amount	Over/Short Amount	Refund Amount	Status
<hr/>								
12/6/2007								
<hr/>								
Transact. count:		Total :	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	
		Total Plate+Over+Refund :						



**OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES
VEHICLE RENEWAL APPLICATION**

Register your vehicle using one of the following methods:

TO AVOID LATE FEES, YOU SHOULD RENEW AT A DEPUTY REGISTRAR IF YOU ARE WITHIN 7 DAYS OF EXPIRATION.

 <p>MAIL</p> <p>Allow 3 weeks (excluding mail time) to receive your registration. If address is incorrect, write the correct address in the space provided below. See instructions for completing this application. Checks or money orders are accepted.</p>	 <p>PHONE</p> <p>Call 1-866-OPLATES (1-866-675-2837) and follow the voice prompts. All information on this form must be current. Visa, MasterCard, American Express, or Discover card accepted.</p>
 <p>DEPUTY REGISTRAR</p> <p>If any of the vehicle information on this form has changed, you must take your Certificate of Title to a deputy registrar. Only cash, checks, or money orders are accepted.</p>	 <p>INTERNET</p> <p>Log on to www.OPLATES.com. Some vehicles may be excluded from registering online (see web site for restrictions). Credit cards and electronic checks accepted. You may also change your address via this web site.</p>

Mail Renewal Instructions:

- As of October 1, 2009, a **\$20.00 late fee** will be assessed to registrations & driver licenses not renewed within 7 days of expiration. Remember to check all expiration dates.
- New plates: **Beginning June 7, 2010**, the new Beautiful Ohio plates will be available online and through the mail. Until that time, you will receive **Sunburst** plates for replacement or logo/personalized plates ordered online or through the mail; however, at this time, you may purchase standard Beautiful Ohio plates at any deputy registrar (no logo or personalized plates available until June 7, 2010). On or after June 7, 2010, plates ordered online or through the mail will be on Beautiful Ohio sheeting.
- **SIGN** and date the reverse side of the application below. If you no longer own this vehicle or have moved out of state, please disregard this notice.
- **Lease Vehicles:** If the **Power of Attorney** box below is marked YES, you must submit a Power of Attorney form signed by the lease company or your application will be returned to you unprocessed (photocopies accepted; originals not returned).
- **EPA Counties:** If the **E✓CHECK** box on the application below is marked YES, your vehicle is subject to EPA emission testing. (NOTE: This box reflects your status at the time of printing. Testing done immediately before or after *may* change your status). You must enclose an OHIO issued E✓CHECK Inspection Pass, Waiver or Exemption Certificate (photocopies accepted; originals not returned). If you have questions concerning EPA requirements, call 1-800-CAR-TEST or online at www.ohiocheck.org.
- **Address change:** If you have moved, this may result in a fee change due to differing local taxes. To verify your local taxes, or for any additional registration information, call **1-800-589-8247** or **1-614-752-7800**.
- **FEES:** Make check or money order payable to: **Ohio Treasurer Kevin L. Boyce**. Your check must include your name and address; also print your license plate number on the check or money order. **Online bill pay checks are not acceptable.** DO NOT SEND CASH. Fees and all documents must be sent together or your application will be returned. Registration will be cancelled and a \$15.00 penalty assessed for any check returned unpaid by the financial institution. NOTE: The fees shown are valid for mail registration only. You can receive the same service from a deputy registrar, phone, or internet, although fees may vary.
- **Donations:** You may make donations to the children's **Save Our Sight** program by checking the box below and entering the amount you wish to donate (\$1.00 increments). Add this to your total fees due. For more information on the children's **Save Our Sight** program, please call **1-800-755-GROW (4769)**.

Vehicle Expiration date:		
	PLATE #	
RENEWAL FEES	NEW PLATES	KEEP CURRENT PLATES
NEW PLATE FEE		
SPECIAL PLATE FEE		
STATE LICENSE TAX		
LOCAL/COUNTY TAX		
SERVICE FEE		
POSTAGE		
MAIL-IN TOTAL		

You must sign on reverse side to complete processing of your application



APPLICATION FOR RENEWAL REGISTRATION BY MAIL

I would like to donate \$ _____ to the children's Save Our Sight program.

D

PLATE CAT	PLATE # - TYPE	OLD APP
TITLE NO.	VEHICLE	WGT
PURCHASE DATE	REG. EXPIRES	RENEWAL EXPIRES:
COUNTY	TAX DIST./NAME	Color
VIN		Seat Cap.

- Requesting New plates pay:
- Keeping current plates pay:
- Check if name or address is incorrect. Write correct information below.



POWER of ATTORNEY REQUIRED?

E✓CHECK REQUIRED?

You must sign on reverse side to complete the processing of your application.

County _____

BMV 4603F2N



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

YOU WILL LOSE YOUR DRIVER LICENSE FOR AT
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OR OTHER ACCEPTABLE FINANCIAL RESPONSIBILITY COVERAGE

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FOR MORE INFORMATION, CALL 1-800-589-8247 OR 1-614-752-7800 OR GO TO WWW.OPLATES.COM

SIGN BELOW

DETACH BOTTOM PORTION MAIL TO BMV

KEEP UPPER PORTION FOR YOUR RECORDS

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BMV 4603E

Make check or money order payable to: Ohio Treasurer Kevin L. Boyce

BUREAU OF MOTOR VEHICLES
EPA LEASE RENEWAL
PO BOX 183086
COLUMBUS OH 43218-3086

I affirm that the owners (or lessees of leased vehicle) now have insurance or other financial responsibility (FR) coverage covering this vehicle and will not operate or permit the operation of this vehicle without FR coverage; all previous registration fees have been paid; this plate category is correct; and this vehicle will not be used as a commercial vehicle unless so registered.

SIGNATURE(S) DATE

X

Daytime Phone Number: ()

NOTE: SIGNATURE IS REQUIRED FOR FURTHER PROCESSING OF YOUR APPLICATION



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

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FOR MORE INFORMATION, CALL 1-800-589-8247 OR 1-614-752-7800 OR GO TO WWW.OPLATES.COM

SIGN BELOW

DETACH BOTTOM PORTION AND MAIL TO BMV

KEEP UPPER PORTION FOR YOUR RECORDS

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BMV 4603D

Make check or money order payable to: Ohio Treasurer Kevin L. Boyce



BUREAU OF MOTOR VEHICLES
NONEPA LEASE RENEWAL
PO BOX 183087
COLUMBUS OH 43218-3087

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SIGNATURE(S) DATE

X

Daytime Phone Number: ()

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OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

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BMV 4603C

Make check or money order payable to: Ohio Treasurer Kevin L. Boyce

BUREAU OF MOTOR VEHICLES
EPA REGISTRATION RENEWAL
PO BOX 183088
COLUMBUS OH 43218-3088

I affirm that the owners (or lessees of leased vehicle) now have insurance or other financial responsibility (FR) coverage covering this vehicle and will not operate or permit the operation of this vehicle without FR coverage; all previous registration fees have been paid; this plate category is correct; and this vehicle will not be used as a commercial vehicle unless so registered.

SIGNATURE(S) DATE

X

Daytime Phone Number: ()

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OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

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SIGN BELOW DETACH BOTTOM PORTION AND MAIL TO BMV KEEP UPPER PORTION FOR YOUR RECORDS

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BMV 4603B

Make check or money order payable to: Ohio Treasurer Kevin L. Boyce

BUREAU OF MOTOR VEHICLES
NONEPA REGISTRATION RENEWAL
PO BOX 183089
COLUMBUS OH 43218-3089

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SIGNATURE(S) DATE

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Daytime Phone Number: ()

NOTE: SIGNATURE IS REQUIRED FOR FURTHER PROCESSING OF YOUR APPLICATION

DETACH, INITIAL, SIGN, DATE AND RETURN WITH PAYMENT

KEEP UPPER PORTION FOR YOUR RECORDS

The following affirmations apply to the period of time since this license was last renewed, or if this is the first renewal, since first issued, that I, the applicant;

A. 1) have not been convicted of or pleaded guilty to a felony or misdemeanor or had a judgment rendered against me in any civil or criminal action in connection with selling or otherwise dealing in motor vehicles; 2) have not been convicted of or pleaded guilty, or pleaded no contest in any criminal action, or had a judgment rendered against me in a civil action for a violation of the Odometer Rollback Disclosure Act, or a comparable law, of any other state or federal government; 3) have not been employed by a dealer whose license was suspended or revoked; 4) have not been individually, or as an owner, partner, officer, member, or trustee of a business entity ever been refused a motor vehicle dealer's, leasing dealer's, manufactured home broker's, or auction owner's license, or salesperson's license in the past twelve months, nor is any such license presently revoked or suspended.

NOTE: If you can NOT affirm, attach an extensive, detailed, informative statement and documentation that fully addresses your reasons for not being able to affirm the above statements. Applicant giving false information or false documents is subject to prosecution.

INITIAL ONLY ONE BOX:

B. I CAN AFFIRM ALL of the above

I CAN NOT AFFIRM one or more of the above

BMV 4303B

BUREAU OF MOTOR VEHICLES
DEALER RENEWAL
P O BOX 182853
COLUMBUS OH 43218-2853

APPLICANT SIGNATURE	DATE
X _____	
DEALER SIGNATURE	DATE
X _____	

OHIO BUREAU OF MOTOR VEHICLES

1) On-line – visit our password protected, secure site www.OhioAutoDealers.com. Payment can only be accepted with electronic check. Please check on-line eligibility as not all renewals can be completed on -line. **IMPORTANT: Prior to renewing on -line each salesperson MUST read the statements on the back and verbally advise the dealer that they can affirm all statements. The affirmation may also be viewed/printed on -line. DO NOT renew any person(s) license without this affirmation.**

2) Mail – review all pre -printed, initial, sign and date on reverse side. If no changes, detach coupon. If changes, KEEP FORM WHOLE, and see below for more detailed instructions. Mail with check or money order in the enclosed envelope.

3) Walk-in – review all pre -printed information, initial, sign, and date on reverse side. If changes, see below for more detailed instructions. KEEP FORM WHOLE and bring to Dept. of Public Safety, 1970 W. Broad St., Columbus. Cash, check, or money order accepted.

IF CHANGES ARE NECESSARY, make the changes and return the entire application with fee and any additional documents required.

IF THE SALESPERSON IS NO LONGER EMPLOYED, DISCARD THIS APPLICATION. DO NOT RETURN.

All new salespersons licenses expire June 30 biennially, every two years. Expiration is based upon issuance, therefore, all salespersons licenses may not expire in the same year. If a renewal application has not been received for an individual, you may check the status of the license on -line at www.OhioAutoDealers.com under on-line services or contact the Dealer Licensing Section.

NOTE: Salespersons transferring from another dealership may transfer and renew on-line or may complete a salespersons application, BMV4301, which can be downloaded from our website www.OhioAutoDealers.com or call the Dealer Licensing Section at (614) 752-7636 to speak with a customer service representative. Please mail BMV4301 forms separately and with a separate check. Do not return with the bar coded renewals, as this will delay the renewal process.

FEES ARE NON-REFUNDABLE

Please allow four weeks for processing.

www.OhioAutoDealers.com

BMV 4303 03/10



DETACH, INITIAL, SIGN AND DATE REVERSE SIDE AND RETURN WITH PAYMENT

KEEP UPPER PORTION FOR YOUR RECORDS



Fees payable to OHIO TREASURER KEVIN L. BOYCE:

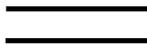


OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

REINSTATEMENT/PROCESSING FEE

PAYMENT INSTRUCTIONS

IMPORTANT! TO ENSURE PROPER CREDIT TO YOUR ACCOUNT YOU MUST:



- ◆ Make your check or money order payable to:
OHIO TREASURER KEVIN L. BOYCE
- ◆ **DO NOT SEND CASH**
- ◆ Write your check or money order number in the box provided on the front of the fee payment receipt
- ◆ Write your BMV account number on your check or money order
- ◆ Do not staple your check or money order to the payment coupon
- ◆ Use the enclosed window envelope when sending your payment
- ◆ **Do not include additional correspondence, as this may cause a delay in processing**

DETACH THIS PORTION AND MAIL WITH YOUR PAYMENT



REINSTATEMENT FEE PAYMENT RECEIPT

BMV 2007 05/09

BMV Account Number:

BMV Case Number:

Reinstatement Fees:

Check Number:

Money Order Number:

Amount Enclosed: \$, .

Check only if address is incorrect
Print correct address below

2 OHIO BUREAU OF MOTOR VEHICLES
0 ATTN: RE FEES
0 P O BOX 16520
7 COLUMBUS OH 43216-6520

Name

Street

City

State

Zip



WMS Update Report

WMS UPDATE REPORT			
RUN DATE : 12/11/2007		PAGE 2	
RUN TIME : 05:01:03			
STATE OF OHIO - DEPARTMENT OF PUBLIC SAFETY UPDATE REPORT			
KEY NUMBER	PAYMENT DATE	RECEIPT	AMOUNT PAID
016833048	20071211	8980070118720001	1125.00
016833048	20071211	8980070118720001	130.00
016833048	20071211	8980070118720001	1425.00
017789227	20071211	8980070118721001	1125.00
017789227	20071211	8980070118721001	1300.00
017789227	20071211	8980070118721001	120.00
017789227	20071211	8980070118721001	1425.00
017789227	20071211	8980070118721001	1425.00
000128151	20071211	8980070118722001	1300.00
TOTAL NUMBER OF KEY NUMBERS UPDATED :		15	
TOTAL AMOUNT OF UPDATES :		13658.00	

SUPPLEMENT SEVEN

MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER [0000000])

THIS CONTRACT (the "Contract") is between the State of Ohio (the "State"), through the Department of Administrative Services ("DAS"), General Services Divisions, with offices at 4200 Surface Road, Columbus, Ohio 43228, and [Company name of the Contractor] (the "Contractor"), with offices at [street address, city, state and zip code for the Contractor], and whose Federal Tax ID Number is [the Contractor's TIN].

BACKGROUND

The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets (the "Software"). Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation (the "Documentation"). It also may include a license to use the Software's source code and related material ("Source Code"), if it is so indicated elsewhere in this Contract or on the applicable Schedule. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, correction, enhancements, and new releases of the Software ("Support").

PART I: LICENSE AND USE

- 1. Grant of License.** The Contractor grants to the State a nonexclusive, nontransferable, and perpetual license to use the executable code version of the Software identified in each Schedule under this Contract, along with the related Documentation, and if indicated in an applicable Schedule, the Source Code for the Software. The license begins on the date identified in the applicable Schedule as the start date for the license (the "Start Date"). Unless indicated otherwise in this Contract, such use will be limited to use solely for the exercise of any function of State government by any State agency or political subdivision of the State ("Affiliated Entities"). The applicable Schedule governing the license will describe the scope of each license granted to the State in further detail, and the State agrees to limit its use of the Software as described in the applicable Schedule. The State may not republish the Software or the Documentation or distribute it to any third party, unless and only to the extent that this Contract or the scope of license in the applicable Schedule expressly so permits. The State will have a right to use the Software at any of its locations worldwide, subject only to applicable restrictions on export of technology from the US, the scope of license in the applicable Schedule, and the restrictions in this Contract on using the Software in hazardous environments.
- 2. Generated Files.** "Generated Files" are files that the State creates using the Software and in which the State's data or results from the State's instructions are stored. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Contractor licensed to the State also would be considered Generated Files. As between the State and the Contractor, the State will own all Generated Files that the State prepares by using the Software, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Contractor or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Contractor grants to the State a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the Software embedded in any Generated Files that the State creates while using the Software in the manner in which the Software is designed to be used. In the State's distribution of the Generated Files, the State may not use the Contractor's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of the Software when used as intended.
- 3. License Restrictions.** The State may not reverse engineer, de-compile, or disassemble any Software for which it is not licensed to use the Software's Source Code. Additionally, the State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the Software. And the State may not charge a fee to any third party for access to or use of the Software, unless this Contract or the applicable Schedule permits such. (One Affiliated Entity using the Software on behalf of another Affiliated Entity is not the operation of a service bureau for purposes of this Contract, even if the Affiliated Entity charges the other Affiliated Entity for the costs of the service.) Additionally, except as authorized in this Contract or the applicable Schedule, the State may not grant any sublicense to access or use the Software. Notwithstanding the foregoing, and provided they have agreed in writing to honor the terms of this Contract, the State's Affiliated Entities may use the Software in the same manner as the State, subject to the applicable limits on the license and the obligations contained in this Contract. Further, for any Software designed for communications, such as e-commerce applications, or for Web presentations, the State may communicate with third parties using the Software and use the Software for presentations to third parties via the Internet. Additionally, the State engages various contractors to do work for it, and the State may provide such contractors with access to and use of the Software solely for use on behalf of the State, including in a facilities management, hosting, disaster recovery, or outsourcing arrangement. But the State may not provide access to the Software to any such contractors except for use solely on behalf of the State.
- 4. Locking Devices.** Some Software may require the use of a key to prevent unauthorized installation and use of the Software, but the Software may not include expiration codes, "time bombs", or similar devices that can disable the software once a proper key is

provided. Further, the software may not contain any routines, functions, or devices that can or are designed to transmit or transfer any data surreptitiously to the Contractor or any other party. Nor may the software contain any routines, functions, or similar devices designed to permit the Contractor or a third party to surreptitiously access data on the State's network or on any of the State's computers. Should the State need assistance with a key or similar device to use the Software within the State's scope of license, the Contractor will assist the State at any time and without charge or fee, regardless of whether such Software is then under Support.

5. **Copies.** In addition to the copies of the Software authorized by the license in the applicable Schedule, the State may make a reasonable number of copies of the Software for backup, archival, disaster recovery, testing, development, and image management purposes. And the State may use these copies for such purposes without paying any additional fee or charge, so long as any such additional copies are not used in a production environment while the production copy or copies of the Software are used for production. No other copies of the Software may be made by or for the State. With respect to the Documentation for any Software, the State may make as many copies of it in either paper-based or electronic form as the State may reasonably require for its own internal purposes. Additionally, the State may incorporate portions of the Documentation in other materials, such as training and reference manuals, provided that such materials are used solely for the internal purposes of the State and the use bears a reasonable nexus to the State's use of the Software. Each copy of the Software or Documentation that the State makes must bear the same copyright and other proprietary notices that appear on the original copy provided to the State. If the Contractor has granted the State a license to use the Source Code for the Software, the State may make a reasonable number of copies of the Source Code, may modify it, compile it, and otherwise use it as reasonably necessary to support its licensed use of the Software.
6. **Hazardous Environments.** The State recognizes that some Software may not be designed or intended for use as or with online control equipment or systems in hazardous environments requiring fail-safe performance. This includes equipment or systems such as those used in the operation of nuclear facilities, aircraft navigation, air traffic control, direct life support machines, and munitions. It also includes any other equipment or systems in which the State reasonably can foresee that failure of the Software could lead to death, personal injury, or severe physical or environmental damage. For any Software designated as not intended for hazardous environments in the applicable Schedule, the State may not use or permit the use of the Software in conjunction with any such equipment or systems.
7. **Object Reassignment.** Any Software licensed by the number of items that it may be used on, by, or in conjunction with, such as nodes, computers, users, or sites ("Objects"), may be reassigned to other, similar Objects within the State at any time and without any additional fee or charge. For example, a computer-specific license may be transferred to another computer, a site license may be transferred to another site, and a named user license may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable license. Should the State require a special code, a unique key, or similar device to reassign the Software as contemplated by this section, the Contractor will provide such a code, key, or similar device to the State at any time and without a fee or charge, regardless of whether such Software is then under Support. A later section in this Contract governs assignment of the State's license in any Software to a successor in interest.
8. **Upgrades, Updates, and Corrections.** All portions of the Software, including any corrections, patches, service packs, updates, upgrades, and new versions and releases are the property of Contractor, are part of the Software, and are governed by the State's license in the Software. In no event will the Software or any modification of it be deemed a work made for hire, even if the Contractor has made the modification expressly for the State, unless the parties agree otherwise in writing.

PART II: FEES AND PAYMENT

1. **Fees.** The State will pay to the Contractor the fees for licensing the Software identified in each Schedule under this Contract ("License Fees"), as well as all applicable fees for Support of the Software ("Support Fees") that are identified in any Schedule under this Contract. The License Fee for each license is due and payable on the 30th day after the later of the date on which the applicable license starts (the "Start Date") or the date the State receives a proper invoice for the License Fee at the office designated in the applicable purchase order. A Support Fee will be due payable on the 30th day after the later of the date on which the applicable period of Support (the "Support Period") begins or the date the State receives a proper invoice for the Support Fee at the office designated in the applicable purchase order. The State will not be obligated to acquire or renew Support for any Software unless it issues a purchase order for such.
2. **Taxes.** The State is exempt from all sales, use, excise, property, and similar taxes ("Taxes"). To the extent any Taxes are imposed on the Contractor in connection with this Contract or the Software, the Contractor must pay such Taxes, together with any interest and penalties not properly disputed with the appropriate taxing authority.
3. **Invoices.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
 - (1) Name and address of the Contractor, as designated in this Contract.
 - (2) The Contractor's federal tax identification number, as designated in this Contract.
 - (3) The Contractor's invoice remittance address, as designated in this Contract.
 - (4) The purchase order number authorizing the delivery of the Software or Support.

- (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Software and Support. If the invoice is for Software with multiple installments of the License Fee, the Contractor also must include the payment number (e.g., 11 of 36).

If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the Pricing section below), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a corrected and proper invoice or the applicable Start Date in the Schedule, whichever is later.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code ("Code") Section 126.30.

4. **Non-Appropriation of Funds.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for the Fees due hereunder, as determined by the Director of Office of Information Technology, this Contract will terminate with respect to the Software or Support affected by the non-appropriation as of the date that the funding expires, and the State will have no further obligation to make any payments. This provision will not alter the rights of the State in any Software or to any Support for which the State already has made payment at the time of the non-appropriation.
5. **OBM Certification.** This Contract is subject to Code Section 126.07. All orders and Schedules under this Contract are void until the Director of the Office of Budget and Management for the State certifies that there is a balance in the appropriation available to pay for the order.
6. **Currency.** The State will make all payments under this Contract by warrant (the State's equivalent to a check) in US Dollars, regardless of the location where the Support is provided or the Software is located.
7. **Disputed Amounts.** The parties will resolve any amounts disputed under this Contract expeditiously and in good faith by having the representatives of the parties who signed this Contract enter into informal discussions. Once resolved through the dispute resolution process, the amount must be paid within 30 days of the resolution. If the State disputes any amount under this Contract in good faith, the State may withhold its payment pending resolution notwithstanding anything to the contrary elsewhere in this Contract.
8. **Pricing.** Subject to the limitations in this section, the Contractor may modify its pricing for Software or Support at any time and without notice to the State. But no such change will apply to any Software or Support that the State orders or for which it receives an invoice before the effective date of the change. Nor will any price increase apply to any Software for which the State and the Contractor have entered in to a Price-hold Addendum; the pricing for such Software will be fixed for the term of the price-hold. Additionally, for five years from the date of the State's first license of any Software, the State will be entitled to acquire additional licenses for the same Software at a discount that is equal to the discount extended to the State for the initial license of the Software, even though the list price for the Software may have increased. Such licenses will be granted under the terms contained in this Contract via the execution of a Schedule hereto. Thereafter, the State will not be obligated to pay more than the Contractor's then current, published License Fee for any such Software, less the discount described in the following sentence. For all additional licenses acquired more than seven years after the initial license in the same Software, the State still will be entitled to a discount of █% from the then current list price for the license. Support Fees under this Contract may not increase from one Support Period to the next by more than █ percent for any license in the Software. Further, in no event will the Support Fee the State pays be greater than the fee paid by any other customer of the Contractor for the same type license.

PART III: CONTRACT ADMINISTRATION

1. **Term.** Once entered into, the term of this Contract will be from the date the duly authorized representative of the State signed it through June 30, 200█. Expiration of this Contract without renewal will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.
2. **Renewal.** The State may renew this Contract for additional one-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of this Contract also is subject to the satisfactory performance of the Contractor and the needs of State. The State's failure to renew this Contract will not affect any licenses granted to the State before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.
1. **Delivery.** The Contractor must deliver all Software licensed under this Contract to the State F.O.B. at the State's site specified in the applicable Schedule. If the Contractor and the State agree so in writing, the Contractor may deliver any Software licensed under this Contract via electronic transmission over the Internet, provided the Contractor maintains sufficient bandwidth to accommodate delivery in this fashion. Upon physical delivery or successful completion of an electronic transmission, title to any

media on which the Software and Documentation are contained and risk of loss of the Software and Documentation will pass to the State.

2. **Schedules.** For all Software that the State licenses, the Contractor and the State will enter into a written Schedule to this Contract, signed by duly authorized representatives of both parties. The Schedule will describe the Software, the license granted in the Software, and the date the license starts ("Start Date"). It also will identify the License Fee for the license granted, the number of physical copies of the media on which the Software is shipped, and the operating system or systems for which the Software is designed. In addition, the Schedule will identify the Support Fee or the percentage of the License Fee used to calculate the Support Fee. All additional Software that the State seeks to license from the Contractor under this Contract, as well as all additional licenses that the State wishes to acquire in Software already licensed under this Contract, will be subject to the Contractor's prior, written approval in each such case. But the Contractor will consent for any Software that is covered by a Price-hold Addendum.. The Contractor also must consent for any Software that is or designed to operate in conjunction with Software already acquired by the State under this Contract, if the Software at issue is generally available to other customers and the State is not in material breach of this Contract.
3. **Confidentiality.** Each party may disclose to the other written material or oral or other forms of information that it treats as confidential ("Confidential Information"). Title to any Confidential Information one party delivers to the other will remain with the disclosing party or its licensors. Each party agrees to treat any Confidential Information it receives from the other party as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the other party or its licensors.

The Contractor's Confidential Information may include the Software and Documentation, if the Software and Documentation are the trade secrets of Contractor and marked as such in a reasonable manner. Information of the State that the Contractor must presume to be Confidential Information, regardless of whether it is marked as such, includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, data, business records, and business plans. Such also includes files containing personal information about other contractors or employees of the State, such as personnel records, and any material to which an attorney-client, physician-patient, or similar privilege may apply. It also includes any State records that Ohio law excludes from public records disclosure requirements.

Each party agrees not to disclose any Confidential Information of the other to any third parties and to use it solely to meet its obligations under this Contract or as otherwise contemplated under this Contract. Additionally, each party will restrict circulation of Confidential Information within its organization and permit access to it only by people who have a need to know the Confidential Information for the purposes contemplated by this Contract. The receiving party will be liable to the disclosing party for any damages that result from its improper or unauthorized disclosure of any Confidential Information.

Except for Software, Source Code, or Documentation that represents Confidential Information, neither party may incorporate any portion of the other party's Confidential Information into any work or product. With respect to Software, Source Code, or Documentation that is Confidential Information, the foregoing will not apply to any portion of the Software incorporated into Generated Files by the design of the Software when used as intended. Nor will the foregoing apply to portions of the Documentation that the State incorporates into material such as training and reference manuals in accordance with this Contract's applicable provisions. And the foregoing will not apply to any Source Code properly licensed to the State that the State modifies for use within the scope of its license in the applicable Software. Furthermore, the receiving party must cause all of its personnel who have access to any Confidential Information of the other party to execute a confidentiality agreement incorporating the obligations of this section. Additionally, for any director, officer, employee, partner, agent, or subcontractor of the Contractor ("Contractor Personnel") that require access to the State's premises, the State may require an individual non-disclosure agreement incorporating the terms of this section to reinforce the importance of such obligations. The State may bar any Contractor Personnel who refuse to execute such a non-disclosure agreement from entering the State's facilities.

The receiving party's obligation to maintain the secrecy of the Confidential Information will not apply where it:

- (a) Was already in the receiving party's possession before disclosure by the other party, and the receiving party obtained it without an obligation of confidence;
- (b) Is independently developed by the receiving party;
- (c) Is or becomes publicly available without breach of this Contract;
- (d) Is rightfully obtained by the receiving party from a third party without an obligation of confidence;
- (e) Is disclosed by the receiving party with the written consent of the other party; or
- (f) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - (1) Notifies the other party of such order immediately upon receipt of the order; and
 - (2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Except for properly licensed Software, Source Code, or Documentation that contains Confidential Information, the receiving party must return or destroy all copies of any Confidential Information when it is no longer needed for the receiving party to perform

under this Contract, but in any case, no later than on termination of this Contract. For properly licensed Software, Source Code, and Documentation that represents Confidential Information, the State may retain it for so long as the State has a valid license in it.

The receiving party may disclose Confidential Information to its contractors on a need-to-know basis, but only after they have agreed in writing to be obligated to the requirements of this section.

4. **Escrow.** Except for Software that the Contractor delivers to the State with its Source Code, the Contractor must escrow the Source Code for all Software with Escrow Associates, LLC (the "Agent") under an existing escrow agreement between the State and the Agent. The Agent may release the Source Code to the State on the occurrence of any of the following:
- (a) The Contractor ceases business without a successor in interest that assumes all the Contractor's obligations under this Contract;
 - (b) The Contractor files or has filed against it a petition in bankruptcy or similar proceeding that is not dismissed within 60 days;
 - (c) The Contractor stops supporting any Licensed Software;
 - (d) The State terminates this Contract for cause; or
 - (e) The Contractor materially or consistently fails to perform its Support obligations in a timely and professional manner.

The release will apply only to the Source Code for Software affected by the triggering event. The Source Code for the Software will be in the form customarily used by programmers to read and modify such Source Code. It also will include all supporting documentation and annotations reasonably required for productive use of the Source Code by a competent programmer skilled in the programming language in which the Source Code is written. The Contractor will deliver to the Agent the Source Code for each version or release of the Software that the State acquires. The State will be solely responsible for paying all escrow fees associated with the escrow agreement, and upon any release of Source Code from escrow, the State will treat the material as Confidential Information and use it solely to maintain the Software for its own internal purposes.

The escrow agreement with the Agent is a supplementary agreement to this Contract, within the meaning of Title 11, Section 365(n), of the United States Code, and neither the Contractor nor its trustee in bankruptcy may interfere with the State's license in the Software or right to access any Source Code by virtue of any bankruptcy proceedings.

From time to time, the State may change the company it uses as the Agent. The State will do so only on written notice to the Contractor and will use only a US-based, well-recognized escrow company.

5. **Insurance.** During any Support Period for which the State has paid the applicable Support Fee, the Contractor must purchase and maintain the following minimum insurance coverages at its sole expense:
- (A) Worker's compensation insurance covering all employees to comply with the laws of the state or states where operations are conducted and employer's liability insurance with a limit of not less than \$1,000,000. If operations are conducted in a monopolistic state, the employer's liability insurance must be provided through a stop gap endorsement.
 - (B) General liability insurance covering all operations under this Contract, with a combined single limit of not less than \$1,000,000 each occurrence. The policy must include with its other coverages products and completed operations, broad form property damage, blanket contractual liability coverage, independent contractors (work sublet) and cross liability.
 - (C) Automobile liability insurance covering all automotive equipment used in performing under this Contract (whether owned, non-owned, or hired) with a combined single limit of not less than \$1,000,000 each accident.

The policies specified in (A) above must be with companies acceptable to the State and endorsed to waive rights of subrogation against the State. The policies specified in (B) and (C) above must be endorsed to include the State as an additional insured with respect to operations performed under this Contract. All the above policies must be primary to any policies the State purchases or maintains.

The Contractor must furnish the State with an insurance certificate as evidence of the above coverages and requirements. The certificate also must contain the following statement:

"Thirty days' prior written notice will be given to the State of Ohio in the event of cancellation or material change in coverage."

The coverages required represent the State's minimum requirements, and they may not be construed to void or limit the Contractor's indemnity obligations under this Contract.

6. **Excusable Delay.** Neither party will be liable for any delay in its performance under this Contract 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. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

7. **Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor on request. The State may audit the Contractor's security measures in effect on any such connected systems without notice. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.
8. **Termination.** This Contract will continue in full force and effect unless terminated according to the terms of this Contract. Either party may terminate this Contract at any time on 30 days prior written notice to the other party or in the event of any default by the other party, which the defaulting party fails to cure within 30 days after written notice. Either party also may terminate this Contract upon any sale of a majority interest in the other party to a third party or if a receiver, liquidator, trustee, or like official is appointed for the other party or any substantial portion of its property. Additionally, either party may terminate this Contract if the other party files or consents to any petition in bankruptcy or other insolvency proceedings or makes any assignment for the benefit of its creditors. Termination of this Contract will not extinguish any of the rights and obligations of a party under this Contract that, by the terms of that right or obligation, continue after the date of termination. And no termination will extinguish any of the rights or obligations that, by their very nature, must continue after termination to give full effect to the purpose of those rights and obligations. Termination of this Contract will not entitle the State to any refund of any License or Support Fee, nor will it extinguish any license or price-hold the State has acquired in any Software before the date of termination, except as provided in the next paragraph.

With or without terminating this Contract in accordance with the paragraph above, on 30 days prior written notice to the State, the Contractor may terminate any license in any Software granted to the State under this Contract. But the Contractor may do so only if the State materially breaches any terms of this Contract with respect to the license or licenses the Contractor seeks to terminate. Such termination notice will be effective 30 days after the State receives it, provided that the State does not cure its breach of this Contract within those 30 days. All Software licenses not affected by the State's breach will remain in place and unaffected by the termination. Any such termination will be in addition to any other remedies the Contractor may have under this Contract for the State's breach.

PART IV: WARRANTIES, LIABILITIES, AND REMEDIES

1. **Warranties.** The Contractor warrants for one year from the Start Date that the Software will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation. The Contractor also warrants that the Software will be merchantable and fit for the particular purpose for which the State acquired it. Moreover, the Contractor warrants that the Software will be free of viruses at the time of its delivery under this Contract. Additionally, the Contractor warrants that all media on which the Software is delivered to the State will be free from defects for one year after delivery to the State.
2. **Warranty Exclusions.** The Contractor's warranties with respect to the Software's performance in accordance with its Documentation, its fitness, and its merchantability do not cover any error caused by any change to the Software made by any party other than the Contractor and not at the Contractor's request or otherwise in accordance with this Contract or the Software's Documentation. It also does not cover damage to the Software caused by accident, neglect, or misuse of the Software by any party other than the Contractor or anyone else acting on the Contractor's behalf. Further, the State's use of the Software in an operating environment or in conjunction with a hardware platform that does not meet the Contractor's minimum specifications, as set out in the applicable Schedule or Documentation, may result in errors or failures that are outside the scope of the Contractor's warranty. Additionally, use of the Software in combination with other software, hardware, firmware, data, or technology not licensed or approved by the Contractor in writing may cause failures that also are outside the scope of the Contractor's warranty, provided that the Software is not designed or intended for use with such items.

THE EXPRESS WARRANTIES IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. **Remedies.** The Contractor's entire liability and the State's sole remedy for any breach of the above media warranty is limited to requiring the Contractor to replace the defective media expeditiously and without charge to the State. The Contractor's entire liability and the State's sole remedy for any breach of the above anti-virus warranty will be limited to requiring the Contractor to deliver a replacement copy of the relevant Software to the State free of viruses. Furthermore, the Contractor's entire liability and the State's sole remedy for any breach of the above warranties of fitness, merchantability, and against defects in the Software will be limited to the Contractor expeditiously correcting the defect or issue and providing the State with a patch containing the correction. If within the times given below, the Contractor does not provide a replacement copy for defective media or Software containing a virus or fails to deliver a fix for a defect in the Software or a correction solving a fitness or merchantability issue, the Contractor must refund all License Fees paid by the State for the affected the Software. In the case of defective media or Software containing a virus, the Contractor will have 15 days after written notice to provide a replacement. In the case of other defects, merchantability issues, or fitness issues, the Contractor will have 30 days after written notice to deliver a correction that resolves the problem. Upon the Contractor's issuance of a refund, the State will return or destroy all copies of the Software and, upon the Contractor's request, certify in writing that it has done so.

THE FOREGOING REMEDIES ARE THE STATE'S EXCLUSIVE REMEDIES FOR THE WARRANTIES PROVIDED ABOVE.

4. **Indemnity.** The Contractor will indemnify the State for all direct damages to the State caused by the negligence or willful misconduct of the Contractor. The Contractor also agrees to indemnify, defend, and hold the State harmless from and against all claims, liabilities, demands, losses, expenses (including by way of example only, court costs and experts' and attorneys' fees), and causes of action of every kind and character in favor of any third party caused or arising out of the activities or performance of the Contractor or the Contractor's Personnel. The foregoing obligations do not apply to the extent caused by the State's actual negligence or willful misconduct. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.
5. **Infringement.** The Contractor will release, protect, indemnify, defend, and hold the State harmless from and against any claims of infringement by any third parties based on the Software, Source Code, or Documentation licensed under this Contract. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General and will be at the Contractor's sole cost and expense. Further, the Contractor will indemnify the State for any liability resulting from any such claims, demands, or suits, as well as hold the State harmless for the Contractor's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State has modified or misused the Software, Source Code, or Documentation, and the claim or the suit is based on the modification or misuse. The Contractor's obligation to hold the State harmless also will not apply if the claim, suit, liability, or damage arises out of the State's misuse of the Software, Source Code, or Documentation. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement or similar claim that is pending actually may succeed, the Contractor will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the State's business:

- (a) Modify the offending Software, Source Code, or Documentation so that it is no longer infringing;
 - (b) Replace the offending Software, Source Code, or Documentation with an equivalent or better item;
 - (c) Acquire the right for the State to use the infringing Software, Source Code, or Documentation as it was intended for the State to use under this Contract; or
 - (d) Remove the infringing Software, Source Code, or Documentation and refund the amount the State paid for the Software and the amount of any other Software or item that requires the availability of the infringing Software, Source Code, or Documentation for it to be useful to the State.
6. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES. THIS EXCLUSION OF DAMAGES INCLUDES, BY WAY OF EXAMPLE ONLY, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL NOT LIMIT THE CONTRACTOR'S OBLIGATIONS UNDER THE INDEMNITY AND INFRINGEMENT SECTIONS OF THIS CONTRACT FOR CLAIMS MADE AGAINST THE STATE FOR INFRINGEMENT OR FOR NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, REGARDLESS OF THE NATURE OF THE DAMAGES SOUGHT FOR ANY SUCH CLAIM. THIS LIMITATION OF LIABILITY WILL SURVIVE TERMINATION OF THIS CONTRACT.**

PART V: SOFTWARE SUPPORT

1. **Support.** Each Support Period will be one year in duration, with the first Support Period beginning on the [\[first anniversary of the\]](#) Start Date for the applicable license. Subsequent Support Periods will begin on each anniversary of the Start Date of the applicable license (the "Anniversary Date"). During each Support Period for which the State has paid the applicable Support Fee, the Contractor will provide the State with telephonic assistance and advice for using the Software. The Contractor also will provide remote troubleshooting and problem resolution by developing and providing fixes or patches for errors in the Software. As part of the annual Support that the Contractor provides in exchange for the applicable Support Fee, the Contractor also will deliver to the State all service packs for the Software, as well as all updates and new releases and versions of the Software. The annual Support Fee will be calculated as a percentage of the then current License Fee for the applicable Software license. The percentage used to calculate the Support Fee will be provided in the applicable Schedule governing the Software license. The manner in which the Contractor provides Support will be governed by the Contractor's policies and programs described in the applicable Software Documentation or other materials that the Contractor uses to notify its customers generally of such policies. But regardless of the Contractor's policies and programs, unless otherwise agreed in the applicable Schedule, in all cases such Support must comply with the requirements of this Contract. And the Contractor must provide the Support in a competent, professional, and timely manner.
2. **Minimum Availability.** Support for any Software licensed under this Contract must be available for a minimum of seven years from the Start Date of the license. Thereafter, for so long as the Contractor makes Support available to other customers, the State will be entitled to participate in that Support under the terms of this Contract and in exchange for the Support Fee identified in the applicable Schedule.

- 3. Reductions.** The State may acquire licenses that are based on the number of users, nodes, computers, processors, instances of the Software or other counts of objects covered by a license ("Objects"). In any such cases, the State may request that the Support Fees for a Support Period be calculated based on fewer Objects than included in the previous Support Period, with an appropriate adjustment in the applicable Support Fee. But patches, services packs, updates, and new versions or releases of the Software made available to the State under this Contract for such Software may be applied only to the number of Objects included in the then current Support Period. Nevertheless, the State may continue using any version of the Software that is available at the time Support was reduced on or for the unsupported Objects, provided that such is physically possible based on the Software's configuration. In any case where supported and unsupported Objects cannot be treated separately (e.g., a single server license supporting multiple concurrent connection), the State must limit its use of the Software to the supported number of Objects to take advantage of its reduction rights under this section.
- 4. Lapse and Reinstatement.** If the State opts to not renew Support for some or all of the Software licensed by the State under this Contract, the State may subsequently purchase Support for such Software. But it may do so only if the Contractor continues to make it generally available to its customers when the State makes the decision to reacquire Support. Further, any such Support will require, in addition to the Support Fee for the then current Support Period, the payment of the immediately preceding year's Support Fees for that Software, or the applicable instances of it. Notwithstanding anything to the contrary in this Contract, no interest will be due on the Support Fees for the past Support Periods. In conjunction with the reinstatement of Support, the State will be entitled to any patches, service packs, upgrades, and new releases, and versions of the Software issued during the unsupported interval.
- 5. Support Parameters.** The State may initiate Support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Contractor must maintain lines of communication that support all four forms of communication. The Contractor must make Support available from at least 7:00 AM to 6:00 PM in each time zone where the Contractor maintains a Support center, and it must do so by staffing its Support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Contractor must maintain at least one Support center in North America with adequate English-speaking Support personnel. Support must be available during the business hours identified above from at least Monday through Friday throughout the Support Period, except for customary holidays. Further, subject to the State's obligation to pay the applicable Support Fees, the Contractor must support both the most recent major release of the Software as well as the immediately preceding major release of Software. The State's technical staff may contact any Support center that the Contractor maintains, and they may choose to do so based on convenience, proximity, service hours, languages spoken, or otherwise.
- 6. Incident Classification.** The Contractor must classify and respond to Support calls by the underlying problem's effect on the State. In this regard, the Contractor may classify the underlying problem as critical, urgent, or routine. The guidelines for determining the severity of a problem and the appropriate classification of, and response to, it are described below.

The Contractor must designate a problem as "critical" if the Software is functionally inoperable, the problem prevents the Software from being used in production mode or there is significant potential for data integrity problems. This classification assumes there is no existing patch for the problem. The Contractor must classify a problem as "urgent" if the underlying problem significantly degrades the performance of the Software or materially restricts the State's use of the Software in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Software to freeze, locks up the computer on which the Software is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that the State still can conduct business with the Software. As with the critical classification, the urgent classification assumes there is no existing patch or acceptable workaround procedure for the problem. Finally, the Contractor may classify a Support call as "routine" if the underlying problem is a question on end use or configuration of the Software. It also may be classified as routine when the problem does not materially restrict the State's use of the Software in its production environment, such as when a feature or combination of features generates minor or rare errors. Also, if any problem that otherwise should be classified as critical or urgent can be solved either by a known workaround or an existing patch, the problem may be treated as routine.

The Contractor must apply the above classifications in good faith to each call for Support, and the Contractor must give due consideration to any request by the State to reclassify a problem, taking into account the State's unique business and technical environments and any special needs it may have.

- 7. Incident Response.** The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Contractor must assign Support or development personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's expeditious resolution. The work plan must assume that the Contractor's appropriate staff will work without material interruption the problem is resolved properly. The Contractor's personnel must maintain daily contact with the State's technical staff to keep the State abreast of efforts being made to solve the problem. The Contractor also must provide the State's technical staff with direct access to the Contractor's Support personnel and product development personnel, if appropriate, who are assigned to the problem. If the resolution of the problem requires a patch, the Contractor will ship the patch electronically as soon as the patch is available.

The Contractor must respond to urgent problems by having its product development and Support personnel work in concert to develop a fix or a workaround. The Contractor's Support personnel must maintain regular contact with the State to keep its

technical staff abreast of progress toward a resolution of the problem. The Contractor's Support staff must include the problem in regular status reports to the Contractor's management team. And the Contractor's Support staff must provide the Software patch or workaround procedure as soon as it is available.

The Contractor must respond to routine problems by providing the State with a patch or workaround on a priority basis if the problem is one for which an existing patch or workaround already exists. For newly identified problems falling into this classification, the Contractor's Support personnel must generate a problem report, and the appropriate development or Support personnel then must prioritize the problem in relation to other outstanding product issues. The assigned priority then will govern the problem solving or developmental work needed to address the problem and the schedule for delivering a solution. For routine calls that involve end usage and configuration issues rather than bugs or other technical problems, the Contractor's first or second level Support personnel must provide the State's technical staff with telephonic assistance on a non-priority basis.

- 8. Response Times.** The maximum time that the Contractor takes to respond initially to a Support request may vary based upon the classification of the request. During normal hours of operation for the Contractor's Support function, the Contractor's response time for a critical Support request will be less than one hour. The Contractor's response time for an urgent request must be less than two hours during operating hours. And the Contractor's response time for a routine Support request must be less than four hours during normal operating hours.
- 9. Escalation Process.** Any Support call that is not resolved must be escalated to the Contractor's management under the following parameters. Unresolved problems that are classified as critical must be escalated to the Contractor's Support manager within four hours and to the director level after one day. If a critical problem is not resolved within three days, it must escalate to the corporate officer level and then to the CEO level after five days. The Contractor's Support staff will escalate unresolved urgent problems to its Support manager within three days, to the director level after seven days, and to the corporate officer level after 14 days.
- 10. State Obligations.** To facilitate the Contractor meeting its Support obligations, the State must provide the Contractor with the information reasonably necessary to determine the proper classification of the underlying problem. It also must assist the Contractor as reasonably necessary for the Contractor's Support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Contractor's tracking of Support calls and the resolution of Support issues, the State must make a reasonable effort to use any ticket or incident number that the Contractor assigns to a particular incident in each communication with the Contractor. The State also must install and implement the most recently available Software updates, including service packs and patches, if the Contractor reasonably believes it to be necessary to achieve a satisfactory resolution of a problem.
- 11. Limitations.** The Contractor is not responsible for the resolution of problems caused by the State's use of the Software on hardware that does not meet the minimum specifications set out in the Software's Documentation. The Contractor also is not responsible for resolving problems caused by third party software not approved by the Contractor for use with the Software. Additionally, the Contractor need not resolve problems caused by unauthorized modifications to the Software.
- 12. Updates.** The Contractor must make all Software updates and service packs, as well as new releases and new versions of it, available to the State at no additional charge and as part of its Software Support. The Contractor will notify the State of the availability of any Software updates and new versions and releases on at least a quarterly basis. The Contractor may post patches and updates on the Internet rather than delivering them to the State on physical media. The Contractor must provide Support, including upgrades, service packs, new releases, and new versions, as appropriate, to keep current with changes in the operating systems and critical applications with which the Software is designed to run for a minimum of seven years from the date the Software is licensed to the State. For purposes of the last sentence, a "critical application" is any computer program that the Software is specifically designed to work in conjunction with. An example would be Software that requires an Oracle database engine to function. The Oracle database engine would be a critical application for that Software.
- 13. Follow-on Software.** If the Contractor stops supporting or upgrading any Software but then offers or later releases another product that performs substantially similar functions, the State will be entitled to convert its license for the unsupported Software to a license in the new Software. Any such conversion will be without charge to the State, provided only that the State has paid all applicable Support Fees for the unsupported Software since first acquiring it through the time when the Contractor terminated Support.
- 14. Functionality Migration.** If the Contractor eliminates functionality material to the use or performance of any Software licensed under this Contract ("Original Software") and then includes the functionality in a new product ("New Software"), the Contractor must grant the State a license to use the migrated functionality of such New Software, but not to any other functionality in the New Software, if (i) the State is a subscriber to Support for the Original Software at the time the New Software is available and is entitled to receive subsequent releases of the Original Software, and (ii) the New Software is available for the same operating system or technical environment as the Original Software. The license granted to the State for the New Software will be (i) pursuant to the terms and conditions of this Contract and the applicable Schedule governing the Original Software, (ii) subject to the use restrictions and other limitations for the Original Software in this Contract and applicable Schedule, (iii) granted without the payment of additional fees other than fees for Support which would otherwise be due for the Original Software.
- 15. Support Location.** For each Schedule under this Contract, the Contractor must disclose the location(s) where it will perform all Support, the location(s) where any State data applicable to this Contract will be maintained or made available, and the principal place of business for the Contractor and all its subcontractors that may perform Support under this Contract. While performing

under this Contract, the Contractor may not change the location(s) where Support is performed or change the location(s) where it maintains or makes the State's data available to a location outside the country of the original location(s) without prior, written approval of the State, which the State is not obligated to provide. Further, each of the Contractor's subcontractors that perform Support under this Contract must agree in writing to and be bound by this and all other provisions of this Contract that inure to the benefit of the State.

PART VI: CONSTRUCTION

- 1. Entire Document.** This Contract will apply to all Software that the State acquires from the Contractor during the term of this Contract, unless the parties expressly agree otherwise in a written document signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the Schedules and Addenda entered into under it, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written. This Contract is not intended and does not alter or change any obligations of the Contractor under any separate contract with the State to install, modify, customize, or configure any Software covered by under this Contract. Such obligations, including but not limited to the Contractor's obligations with respect to warranties and liabilities for the work done under any such contract remain unchanged.

This Contract will apply to all Software that the State acquires from the Contractor during the term of this Contract, unless the parties expressly agree otherwise in a written document signed by the duly authorized representatives of the parties. Furthermore, this Contract, along with the Schedules and Addenda entered into under it, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written.

- 2. Additional Documents.** All terms and conditions contained in any document not signed by both parties, such as a purchase order, invoice, or a click-wrap license, are excluded from this Contract and will have no legal effect.
- 3. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- 4. Amendments.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties.
- 5. Waiver.** 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 construed as a waiver or a relinquishment of any such term. Either party may at any later time demand strict and complete performance by the other party of such a term.
- 6. Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity or material injustice.
- 7. Plain Meaning.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 8. Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.
- 9. Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate party first appearing above, unless that party has notified the other party, in accordance with the provisions of this section, of a new mailing address for notices.
- 10. Continuing Obligations.** To the extent necessary to carry out their purpose, the terms of this Contract will survive the termination of this Contract. Some such provisions that require survival to carry out their full intent include the indemnity, warranty, and limitation of liability provisions. Other examples include the confidentiality section, the escrow section, and the grant of Software licenses. Additional provisions include the Support obligations for existing licenses, and the Pricing section with respect to related Software licenses and caps on increases in Support for existing licenses.
- 11. Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

PART VII: LAW AND COURTS

- 1. Compliance with Law.** The parties will comply with all applicable federal, state, and local laws in all endeavors under this Contract.
- 2. Export Restrictions.** The State may not directly or indirectly export or transmit the Software or Documentation to any country in violation of any applicable US regulation, order, or statute.

3. **UCITA.** The Uniform Computer Information Transactions Act (“UCITA”) will not apply to this Contract. To the extent that UCITA, or any version of it that is adopted by any jurisdiction in any form, is applicable, the parties agree to opt out of it pursuant to the opt-out provisions contained therein. Likewise, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.
4. **Injunctive Relief.** Nothing in this Contract is intended to limit either party’s right to injunctive relief if such is necessary to protect its interests or to keep it whole.
5. **Governing Law.** The laws of Ohio will govern this Contract, excluding its laws dealing with conflict of law, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

PART VIII: MISCELLANEOUS

1. **Conflict of Interest.** No Contractor Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Further, the Contractor will not knowingly permit any Ohio public official or public employee who has any responsibilities related to this Contract to acquire any 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 will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will 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 the person’s participation in any such action would not be contrary to the public interest.
2. **Assignment.** Neither party may assign this Contract without the prior, written consent of the other party, which the other party will not withhold unreasonably. Any such assignment, unless otherwise agreed in writing, is contingent on the assignee assuming all the assignor’s rights and obligations under this Contract.
3. **Independent Status.** Each party is an independent contractor. Neither party will have any authority to bind the other unless expressly agreed in writing. Nothing in this Contract may be construed to create a partnership, agency, or employer-employee relationship between the Contractor and the State, and in no event will the Contractor and the State be deemed joint employers.
4. **Employees.** All Contractor Personnel are employees or contractors 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 the subject matter of this Contract or work performed under this Contract. The Contractor must 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, rule, or regulation and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend, and hold the State harmless from and against all claims, losses, liability, demands, fine, or expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor’s indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the “joint employer” or “co-employer” of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular full time and regular part time employees of the State. Notwithstanding the foregoing, any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.
5. **Publicity.** The Contractor will not advertise or publicize that it is doing business with the State or use this Contract as a marketing or sales tool, unless otherwise agreed to in writing by the State.
6. **Cancellation.** The State may cancel this Contract without cause and on 30 days written notice or at any time if the General Assembly or any other funding source fails to continue funding. But in the case of any license of Software entered before the effective date of the cancellation, the State will have the right to continue such license after termination on the terms contained in this Contract.
7. **Deliveries.** All deliveries will be F.O.B. destination.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including, but not limited to 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 DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>

- 9. Drug Free Workplace.** The Contractor must comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor will make a good faith effort to ensure that all its employees, while working on the State's property, do not possess and will not be under influence of illegal drugs or alcohol or abuse prescription drugs.
- 10. Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance with and will continue to adhere to the requirements of the Ohio ethics law, Revised Code Chapter 102. The Contractor further acknowledges that it has read the requirements of Revised Code Section 3517.13 regarding limitations on political contributions as a basis for eligibility to participate in State contracts and certifies that it and the listed individuals and business associates are in compliance with Section 3517.13 and will remain in compliance for the duration of this Contract and for one year following the conclusion of this Contract.

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

- 11. Travel Expenses.** Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense.
- 12. Order of Priority.** If there is any inconsistency or conflict between this Contract and any provision of anything incorporated by reference, this Contract will prevail.
- 13. Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. And the Contractor will keep all related records and documents at its principal place of business.
- 14. Audits.** During the term of this Contract and for three years after the payment of any fee to the Contractor under this Contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this Contract. This audit right will also apply to the State's duly authorized representatives and any person or organization providing the State with financial support related to this Contract.

If any audit reveals any misrepresentation or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

- 15. Ohio Revised Code Section 9.24.** Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty was false on the date the parties signed 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.
- 16. Declaration Regarding Terrorism.** Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.
- 17. Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 18. USE OF MBE AND EDGE VENDORS.** The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors.

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

FOR THE CONTRACTOR:

**FOR STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Hugh Quill

Title: Director

Date: _____

LICENSE SCHEDULE NUMBER [0000000.00]

This license schedule ("Schedule") is between the State of Ohio (the "State"), through the Department of Administrative Services ("DAS"), General Services Division, with offices at 4200 Surface Road, Columbus, Ohio 43228 for the beneficial use of *[agency]*, and *[Company name of the Contractor]* (the "Contractor"), with offices at *[street address, city, state and zip code for the Contractor]*, and is entered into under that certain Master Contract for Software Licensing between the State and the Contractor that is dated *[Date of the Contract]* and numbered [0000000] (the "Contract").

Granted Licenses

Software	Copies Delivered	License Type	# of Licenses (E.g., Users)	List License Price	Discount	Actual License Fee*	Support Percentage†	Operating System(s)	Start Date

*The License Fee [] does [] does not include the Support Fee for the first Support Period for each Software license identified above.
 † The Support percentage is based on [] list price [] discounted price. Any increase in annual maintenance must be equal to or less than the annual increase in the list price of the Software and is subject to the caps specified in the Contract.

License Descriptions

License Type	Description of License
<i>[Insert License Type]</i>	<i>[Insert License Description]</i>
<i>[Insert License Type]</i>	<i>[Insert License Description]</i>
<i>[Insert License Type]</i>	<i>[Insert License Description]</i>

Location Information

Service Types	Locations
Locations where the Contractor will provide Support:	<i>[Insert Locations]</i>
Locations where the Contractor will provide keep the State's data or from which the data may be accessed:	<i>[Insert Locations]</i>
Locations where any subcontractor will provide support or keep the State's data or from which the data may be accessed:	<i>[Insert Locations]</i>

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

FOR THE CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

**FOR STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: _____

Name: Hugh Quill

Title: Director

Date: _____

PRICE HOLD ADDENDUM NUMBER [0000000.00]

This license addendum ("Addendum") is between the State of Ohio (the "State"), through the Department of Administrative Services ("DAS"), General Services Division, with offices at 4200 Surface Road, Columbus, Ohio 43228, and *[Company name of the Contractor]* (the "Contractor"), with offices at *[street address, city, state and zip code for the Contractor]*, and is entered into under that certain Master Contract for Software Licensing between the State and the Contractor that is dated *[Date of the Contract]* and numbered [0000000] (the "Contract").

This Addendum does not represent a license of Software. Instead, it provides a price-hold for the Software listed below and permits to State to acquire the Software in exchange for the License Fees and Support Fees listed below. The State is not obligated to license any of the Software listed below, but if it does at any time during the period starting on the date this Addendum is signed and _____ thereafter (Price-hold Period), the State will be entitled to acquire such Software for the Fees specified below. The State may acquire such Software by executing a standard Schedule in the form of that attached to the Contract. The State has the right to acquire some or all of the Software listed below and to acquire the Software in increments during the Price-hold Period using multiple Schedules. Nothing in the Addendum commits the State to any volume of licensing or total expenditure. The State may acquire some, all, or none of the Software in such volumes as it determines during the Price Hold Period.

Software	Copies Delivered	License Type	# of Licenses (E.g., Users)	List License Price	Discount	Actual License Fee*	Support Percentage†	Operating System(s)	Start Date

*The License Fee [] does [] does not include the Support Fee for the first Support Period for each Software license identified above.
 † The Support percentage is based on [] list price [] discounted price. Any increase in annual maintenance must be equal to or less than the annual increase in the list price of the Software and is subject to the caps specified in the Contract.

License Descriptions

License Type	Description of License
<i>[Insert License Type]</i>	<i>[Insert License Description]</i>
<i>[Insert License Type]</i>	<i>[Insert License Description]</i>

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

FOR THE CONTRACTOR:

By: _____
 Name: _____
 Title: _____
 Date: _____

**FOR STATE OF OHIO
 DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: _____
 Name: Hugh Quill
 Title: Director
 Date: _____