

# REQUEST FOR PROPOSALS

**RFP NUMBER:** 0A1120  
**DATE ISSUED:** Oct. 10, 2013

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

## UOCAVA Ballot Delivery & Tracking System

**INQUIRY PERIOD BEGINS:** Oct. 10, 2013  
**INQUIRY PERIOD ENDS:** Nov. 4, 2013  
**OPENING DATE:** Nov. 8, 2013  
**OPENING TIME:** 1:00 P.M.  
**OPENING LOCATION:** Department of Administrative Services  
I.T. Procurement Services  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

This RFP consists of Five Parts and Ten Attachments, totaling 123 consecutively numbered pages. Four Appendices and Two Supplements are attached to this RFP with a beginning header page. Please verify you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Secretary of State has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for UOCAVA Ballot Delivery & Tracking System (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, 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 Dec. 31, 2018, whichever is sooner, and subject to and contingent upon the Ohio Secretary of State’s (SOS) continued access to funds under the Grant Award Agreement, as such term is defined below (Part Five: Award of the Contract).

**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 SOS has been awarded grant funds from the Federal Voting Assistance Program (FVAP) as part of FVAP’s Electronic Absentee Systems for Elections (EASE) Grants. The purpose of the grant is to provide funds to fulfill a public purpose of support by improving the voting experience of voters under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), reduce voting impediments faced by them, and stimulate the development of innovative approaches to absentee voting by UOCAVA voters.

The SOS is charged with administering elections in Ohio through a partnership with the State’s 88 county Boards of Elections. The purpose of this grant for the State is to improve access and opportunity for military and overseas voters.

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

The State anticipates awarding this RFP to a successful Offeror who will implement a new UOCAVA Ballot Delivery and Tracking System as part of the FVAP EASE Grant requirement. The purpose of the new system is to provide automated service to Ohio’s counties and UOCAVA voters for the delivery and marking of a blank ballot and transcription of that ballot upon receipt at the election office. The successful Offeror must provide a product that can interface with Ohio’s five current voter registration systems, four voting system vendor products from three different vendors, and other county-specific requirements. Additionally, Ohio’s FVAP EASE Grant requires the collection of data from the UOCAVA voting process so that the SOS can identify those areas that need continued improvement.

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

The SOS anticipates that the Contractor will provide a hosted software solution requiring some modification and configuration to meet the specific requirements itemized in this RFP. The Contractor will also provide all necessary hardware and printing software to the 88 individual county Boards of Election for use with the new UOCAVA Ballot Delivery & Tracking System. The Contractor will work with the SOS and Boards of Election to implement, test and successfully launch the system in advance of the May 6,

2014 Primary Election Day. Due to Ohio voting laws, all UOCAVA ballots must be ready and available for the primary election as of March 22, 2014. The Contractor will be required to meet the March 22, 2014 deadline.

The SOS requires the Contractor provided printers to be the Okidata C9650 or equivalent, as compared to the Okidata C9650 specifications.

For the purposes of this RFP, references to the SOS will include its cooperative political subdivisions, such as the 88 individual county Boards of Election.

**Calendar of Events.** The schedule for the RFP process and Project is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State 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:	Oct. 10, 2013
Inquiry Period Begins:	Oct. 10, 2013
Inquiry Period Ends:	Nov. 4, 2013 at 8:00 a.m.
Proposal Due Date:	Nov. 8, 2013 at 1:00 p.m.

2014 Primary Election absentee ballots issued:	Mar. 22, 2014
2014 Primary Election Day:	May 6, 2014

Estimated Dates

Award Date:	Nov. 25, 2013
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Estimated Project Dates

Project Work Begins:	December 1, 2013
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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 ten 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 Submittal and Acceptance (Deliverable Sign-Off Form)
Attachment Seven	Offeror Certification Form
Attachment Eight	Offeror Profile Summary
Attachment Nine	Personnel Profile Summary
Attachment Ten	System Requirements

**Appendix & Supplements:**

Appendix One	Current County Board of Election Systems
Appendix Two	Current Pertinent Ohio Revised Code (ORC) and Other Regulation References
Appendix Three	Grant Award Agreement
Appendix Four	Vendor Information Form (OBM-5657) and OPERS Independent Contractor Form
Supplement One	W-9 Form
Supplement Two	Cost Summary Workbook – Microsoft Excel

**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  
 Department of Administrative Services  
 I.T. Procurement Services  
 4200 Surface Road  
 Columbus, Ohio 43228

During the performance of the Project, a State representative (the “Project Representative”) will represent the SOS 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 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.

**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 any time 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 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 with 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 six (6) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the Offeror must mark the outside of each package with either "UOCAVA Ballot Delivery & Tracking System RFP – Technical Proposal" or "UOCAVA Ballot Delivery & Tracking System 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 native editable Microsoft Office, Microsoft Project, and non-editable 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 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

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

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An Offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 8:00 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 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.

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

**Technical Evaluation.** The State will evaluate each Proposal 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 sets forth the 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 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.

## **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.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The Offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. 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 Department of Administrative Services must sign any change order under or amendment to the Contract.

Contractor acknowledges that this RFP is, and the Contract would be, subject to the following: the provisions of that certain grant award agreement between the United States Department of Defense ("DoD") Defense Human Resources Activity Procurement Support Office and the SOS, dated October 31, 2011 (grant number H98210-12-1-0002), as the same may be amended or modified from time to time (the "Grant Award Agreement"); to the federal statutes, regulations, and other authority referenced therein; and to the SOS's continued access to funds thereunder. The provisions of the Grant Award Agreement are incorporated by reference into this RFP. Contractor shall cooperate with the SOS in fulfilling the SOS's obligations under the Grant Award Agreement, during the term of the Contract and thereafter, and shall provide all certifications and other assurances that are required by state and federal law. In the event of any conflict between the provisions of the Grant Award Agreement, on the one hand, and this RFP or the Contract, on the other, the provisions of the Grant Award Agreement shall prevail.

**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.

<b>Mandatory Requirements</b>	<b>Reject</b>	<b>Accept</b>
The Offeror proposes a solution which allows for implementation of all election processes according to both Federal and Ohio election laws and regulations. The Offeror provides a detailed example of at least one (1) of the Offeror’s currently installed solutions or in-contract solutions, which is significantly similar to the one being proposed, where the implementation meets current Federal and state election laws and regulations.		

**Scored Criteria.** In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirement areas and the weight assigned to each requirement area. Scoring will be conducted at the individual requirement area and summed and then weighted as per the following weights as a group of equally weighted requirements that comprise the score for the requirement area as follows:

<b>Requirement Area</b>	<b>Weighting (% of Overall Technical Score)</b>
Mandatory Requirements	Not Scored
Offeror Profile and Description	3
Voter Registration	8
Pre-Election (General)	8
Pre-Election Testing and Logging	8
Quality Assurance	8
Central Tracking	8
Online Delivery of Ballots	8
Delivery of Ballots by Mail and Facsimile	8
Processing of Voted Ballots	8
Data Collection	8
Security	8
Usability and Accessibility	8
Staffing Plan	3
Project Plan	3
System Development Plan	3
<b>Total</b>	<b>100%</b>

<b>Requirement Area / Detailed Requirements &amp; Criteria</b>		<b>Not Compliant</b>	<b>Complies with Exceptions</b>	<b>Complies</b>	<b>Complies with Improvements</b>
<b>Offeror Profile and Description</b>					
1.	The Offeror proposes a modifiable hosted software solution which has been successfully implemented five (5) times in the previous forty-eight (48) months; and, valid supporting references have been included.	0	5	7	9
2.	The Offeror has provided a list with supporting documentation of all certifications or qualifications they have received from an official entity	0	5	7	9

		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
<b>Requirement Area / Detailed Requirements &amp; Criteria</b>					
	directly related to the proposed solution with an explanation as to how the qualification benefits the final product (e.g. EAC, FVAP, NIST, ISO, ANSI).				
<b>Voter Registration Requirements</b>					
3.	The System must be able to automate the import of necessary county and state data from the respective voter registration system.	0	5	7	9
4.	The System must be able to identify the correct ballot style for a voter based on the street files from the voter registration.	0	5	7	9
5.	The System must help voters fill in the federal postcard application ("FPCA") form and pre-populate as much information as possible in the return form.	0	5	7	9
6.	The System must create a barcode of the information on the pre-populated FPCA so that the SOS office or a local election office can scan the FPCA information and it is loaded into the VR system.	0	5	7	9
7.	The System must track and provide statistics on registration forms including FPCA's and Federal Write-in Absentee Ballots (FWAB) accessed, filled, and completed. This information will be tracked against Ohio's Statewide Registration Database.	0	5	7	9
8.	The System must be able to transform the barcode data automatically read from the FPCAs into several formats (XML, CSV, etc.) for election official to automate loading into the voter registration system.	0	5	7	9
9.	The System must interact with the state's voter registration database and corresponding registration systems in order to facilitate data exchange and update.	0	5	7	9
<b>Pre-election Requirements (General)</b>					
10.	The System must allow the implementation of all election processes according to Ohio and Federal election laws and regulations.	0	5	7	9
11.	The System must include a ballot translation tool that is able to automate the import of any election information extracted from the jurisdiction's current election management systems.	0	5	7	9
12.	The ballot translation tool must convert election information from the jurisdiction's election management system (EMS) and county VR System to a data format based on the IEEE P1622 format for presentation as an online ballot.	0	5	7	9
13.	The System must import all the election definition information from the existing EMS systems.	0	5	7	9
14.	The System must import all the election definition information from the existing county VR systems.	0	5	7	9
15.	The System must export all ballot styles to enable centralized, publicly accessible, lookup of sample ballots for an active election using state precinct code / precinct split information, voter name, and/or registration address as recorded in the statewide VR.	0	5	7	9
16.	The System must facilitate / automate the county-level posting and state-level lookup of the state-law required 100-day notice of all contests for the subsequent election.	0	5	7	9
<b>Pre-election Testing &amp; Logging Requirements</b>					
17.	The System must support Logic & Accuracy testing and the approval of all election information by Election Officials before going live at each election cycle.	0	5	7	9
18.	The Offeror must provide technical guidelines and 24 hour phone support for pre-election logic and accuracy (L&A) testing. This testing	0	5	7	9

		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
<b>Requirement Area / Detailed Requirements &amp; Criteria</b>					
	will include the ability for a jurisdiction to load blank ballots online. Mark the ballots online. Print the ballots. Scan the barcodes on the ballot in order to transcribe the contents of the ballot, and tabulate the votes as scanned. Election officials must be able to perform L&A on every ballot style and return materials including the contents of the ballot identification envelope.				
19.	The System must allow authorized SOS officials to check if the county board of elections has verified that the approved ballot styles are properly uploaded.	0	5	7	9
20.	The System must be hosted on a secured environment and accessible to authorized SOS officials upon request to perform on-site verification of the applications running on the servers and the data stored in the database. Security requirements should meet, but not be limited to, NIST standards including NISTIR 7682 "Information Security Best Practices for UOCAVA Supporting Systems" and NISTIR 7711 "Security Best Practices for the Electronic Transmission of Election Materials for UOCAVA Voters."	0	5	7	9
21.	The System code must be locked and provide a means for the State of Ohio to validate that critical applications have not been modified after pre-election testing and verification is completed through the completion of the election.	0	5	7	9
22.	The System must log all events, including but not limited to Log in and Log out. Must be tracked by class of user (e.g. voter, system admin, etc.) including: 1. Failed log in attempts; 2. Blank ballots downloaded; 3. Completed ballots printed; 4. Blank FPCA's downloaded; 5. Completed FPCA's printed; 6. Page loading failures; and, 7. Alterations to system and data.	0	5	7	9
<b>Quality Assurance Requirements</b>					
23.	The Offeror shall provide their process for Quality Assurance Testing. QA processes descriptions should include QA processes for any partners or system developers working with the Offeror.	0	5	7	9
24.	The Offeror must have a defined organizational unit dedicated to Quality Assurance processes and provide a list of Quality Assurance personnel and their certifications.	0	5	7	9
<b>Central Tracking Requirements</b>					
25.	The System must import and make available to the voter, transaction information from the county and state VR, and export of the same to the SWVRD for lookup using the general voter lookup tool, including the following: 1. Date application received; 2. Date application approved; 3. Date ballot transmitted and method of transmission (e-mail, facsimile, mail, in-person); 4. Date ballot downloaded by user; 5. Date ballot completed by user; 6. Date completed ballot printed for return by user; 7. Date voted ballot received by election official;	0	5	7	9

		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
<b>Requirement Area / Detailed Requirements &amp; Criteria</b>					
	8. Date voted ballot accepted for tabulation; and, 9. Capability of local election official to provide defined default messages for each of the above in the event a date is not available.				
26.	The System must provide a unique user PIN to authenticate the lookup by UOCAVA voter's ballots and to access the ballot-marking capabilities.	0	5	7	9
<b>Online Delivery of Ballots Requirements</b>					
27.	Voters must not be required to manually install any specific election software or hardware on their personal computer to access the voting process (with the exception of Adobe Acrobat).	0	5	7	9
28.	The System must allow invalidating voters before and during the voting process (e.g. the voter's authentication mechanism has been compromised). If the invalidation is done on a voter who already cast a ballot, the ballot must be tagged as invalid and rejected from any further processing if received.	0	5	7	9
29.	Contests must appear one at a time. Voters must not have to scroll to read a contest unless the SOS approves the formatting with scrolling.	0	5	7	9
30.	The System must enable configuration of ballot rotation according to Ohio Revised Code. Rotation must match the rotation of the voter's home precinct.	0	5	7	9
31.	The System must enable configuration of write-ins according to Ohio Revised Code.	0	5	7	9
32.	Voting options must support the use of multiple languages. Specifically the System must support presentation, marking, and printing of the ballot in English and Spanish.	0	5	7	9
33.	The System must clearly distinguish between selected voting options from non-selected ones.	0	5	7	9
34.	The System must allow voters to download blank ballots.	0	5	7	9
35.	The System must allow voters to verify their ballot selections before downloading and printing their ballot.	0	5	7	9
36.	The System must provide the voter with the option of modifying their selections by navigating directly to the appropriate race from the review screen. After the voter has reviewed the race, regardless whether a revision was made, the System must permit the voter to return to the review screen without requiring the voter to re-navigate through other races.	0	5	7	9
37.	The System must generate for the voter all the return materials pre-filled with the required information about the voter, the county and the election official's office. Return materials includes the completed ballot, ballot security envelope including signature and date line, and mailing envelope.	0	5	7	9
38.	The voter's voting information (e.g. voting address, name, and mailing address) must be printed in the form of a bar code on the ballot secrecy envelope in order to allow for automated check-in of the voter's ballot without needing to open the ballot secrecy envelope.	0	5	7	9
<b>Delivery of Ballots by Mail and Facsimile Requirements</b>					
39.	The System must be able to import information from the county VR and automate the printing of a valid blank ballot on demand and pre-addressed envelopes to automate and facilitate the mailing absentee ballots that cannot be delivered online. Local election officials in each of Ohio's 88 counties will determine whether name/address to be	0	5	7	9

		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
<b>Requirement Area / Detailed Requirements &amp; Criteria</b>					
	printed on identification envelope, carrier envelope, or both.				
40.	For delivery of ballots where the voter has elected to receive a ballot by facsimile, the system must generate all necessary jobs (blank ballot, identification envelope, mailing materials, instructions, etc.) and run lists for local election officials to manually send ballots by facsimile. The system may automate the sending of ballots and related materials by facsimile, but this functionality is not required.	0	5	7	9
<b>Processing of Voted Ballots Requirements</b>					
41.	The System must enable automated ballot transcription for the county Board of Elections; e.g. by scanning a barcode and printing on a ballot-on-demand printer. The automated process must prohibit the processing of the same ballot more than once.	0	5	7	9
42.	The automated process must not require pre-printed ballot styles.	0	5	7	9
43.	The automated process must guarantee that the same ballot received twice will be duplicated only once (meaning the same voter submits the same ballot twice).	0	5	7	9
44.	The automated ballot duplication process must support write-ins.	0	5	7	9
45.	The voter's privacy must be protected throughout the ballot transcription process.	0	5	7	9
<b>Data Collection Requirements</b>					
	The System must collect statistics during the process. The Offeror must provide a description of all data/statistics the System is capable of collecting. The proposal should indicate which of the following items the system can collect automatically, can be collected based on information entered into the system, and cannot be collected:				
46.	How many total registered voters in your jurisdiction? How many total registered UOCAVA voters in your jurisdiction?	0	5	7	9
47.	How many total Absentee ballots (by pre-defined means, including but not limited to Federal Post Card Application, regular absentee application, etc.) did you receive (during any defined timeframe) by the following modes of submission: 1. Postal Mail 2. Fax 3. E-mail 4. In-person 5. Online submission	0	5	7	9
48.	How many total absentee applications did you reject (by pre-defined means, including but not limited to Federal Post Card Application, regular absentee application, etc.) including the reason for rejection using pre-defined reason codes?	0	5	7	9
49.	How many absentee ballots were transmitted using the following modes of transmission (by pre-defined categories, including but not limited to UOCAVA, non-UOCAVA, etc.)? 1. Postal Mail 2. Fax 3. Email 4. In-person 5. Online submission	0	5	7	9
50.	How many voted absentee ballots were cast (by pre-defined means, including but not limited to UOCAVA and non-UOCAVA, etc.)?	0	5	7	9
51.	How many voted absentee ballots were returned as undeliverable (by pre-defined means, including but not limited to UOCAVA and non-	0	5	7	9

		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
<b>Requirement Area / Detailed Requirements &amp; Criteria</b>					
	UOCAVA, etc.) How many voted absentee ballots were rejected (by pre-defined means, including but not limited to UOCAVA and non-UOCAVA, etc.) using pre-defined reason codes.				
52.	How many FWABs were cast? How many FWABs were rejected? How many FWABs were rejected after the ballot receipt deadline?	0	5	7	9
53.	A log of the comments that you receive from users.	0	5	7	9
54.	Number of new registrations? How many new military registrations? How many new overseas registrations? How many rejected? How many non UOCAVA registrations?	0	5	7	9
55.	Number of ballot applications received? Number of ballots accessed using online system? Number of applications to FPO/APO/ DPO address? Number of ballots to overseas address (non FPO/APO/ DPO address)? Number of domestic military ballot applications received?	0	5	7	9
56.	Number of applications from domestic IP address? Summary of geographic locations of the IP addresses? Number of applications from foreign IP address? Summary of geographic locations of the IP addresses?	0	5	7	9
57.	Number of unique people that accessed the system over system lifecycle or a SOS defined and queried segment of time.	0	5	7	9
58.	Number of ballots returned by postal service? Number of ballots returned by fax? Number of ballots returned by email?	0	5	7	9
59.	Number of ballots downloaded? Number of ballot downloaded multiple times from same user (include geographic location)? Number of ballots downloaded from domestic IP address? Summary of geographic locations of the domestic IP addresses? Number of ballots downloaded from foreign IP address? Summary of geographic locations of the foreign IP addresses?	0	5	7	9
60.	How many ballots were counted (include geographic locations)? How many ballots were rejected? What were the reasons why ballots were not counted?	0	5	7	9
61.	Number of UOCAVA voters in each participating county? How many ballots were scanned using the barcode for UOCAVA voters?	0	5	7	9
<b>Security Requirements</b>					
62.	Voter's privacy must be protected throughout the voting process.	0	5	7	9
63.	The Offeror must maintain disaster recovery capabilities to ensure the availability of the system within an hour of failure and must describe their current disaster recovery model with a detailed plan to be provided after award.	0	5	7	9
64.	The Offeror must provide evidence that the proposed system is compliant with NIST 800-53 moderate impact security controls.	0	5	7	9
65.	The system must be capable of role-based authentication, the assignment of individuals or groups of people to specific roles, and the creation of specific permissions to establish appropriate access levels for each role.	0	5	7	9
66.	All communication channels used by the system must be secured via end-to-end cryptography. The SOS maintains the right to audit the system and provider to ensure security is maintained; this audit may be requested at any time during the contract. The SOS may elect to conduct the audit themselves or to have a third party conduct such audit.	0	5	7	9

Requirement Area / Detailed Requirements & Criteria		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
67.	The system must be hardened from attack using industry recognized security benchmarks or security technical implementation guides from Center for Internet Security, National Security Agency, Defense Information Systems Agency, or a similar source.	0	5	7	9
68.	The system must be kept up to date with both operating system and application security patches.	0	5	7	9
69.	The System must use a minimum of two-factor authentication for all administrator level access. All passwords must be stored in an encrypted format.	0	5	7	9
70.	The System must allow voters to access only the ballot style which they are eligible to vote.	0	5	7	9
71.	The System must be available 24x7, 99.9% of the time, less mutually agreeable and scheduled maintenance windows; must handle traffic spikes gracefully, and must provide industry standard counter-measures against attacks on availability (e.g. Distributed Denial-of-Service).	0	5	7	9
72.	The SOS and its designees must have central administration rights and be the only entity with the ability to authorize individuals to use the System.	0	5	7	9
73.	The System must have an intrusion detection System that alerts the System administrator to the presence of a person or entity that is not approved for access to the System.	0	5	7	9
74.	The System must prevent the System administrator, System vendor and anyone else with access from having the ability to tally or count the votes from information created and stored by the action of the voter marking the ballot.	0	5	7	9
75.	The System must prevent or detect a man-in-the-middle attack.	0	5	7	9
76.	The servers hosting the System must be protected by common industry practices that include firewalls, web application firewalls, 24/7 monitoring, and limited access protected by proper access controls.	0	5	7	9
77.	All personal identifying information must be protected both while at rest and during transmission via encryption or a substantially similar method. The encryption solution must use FIPS 140-2 validated cryptographic modules.	0	5	7	9
78.	All system logs must be protected from manipulation in such a way to prevent manipulation and so that any manipulation of the logs can be detected.	0	5	7	9
79.	All logins to the system must be logged. All changes to the system and records must be logged. These include changes to individual records, large-scale or batch updates, source code, database schemas, system configuration, and access control policies.	0	5	7	9
80.	The system must be protected by anti-malware protection.	0	5	7	9
81.	The system must be subjected to vulnerability scans at least weekly and vulnerabilities remediated within 15 minutes of detection. The system must be subjected to penetration tests at least annually, at the discretion of the SOS, and after major system or software changes.	0	5	7	9
82.	The systems and all state data, including data backups, must reside within data centers located within the United States.	0	5	7	9
83.	The Offeror must provide a process to notify the SOS within 24 hours of a security breach of the system. The Contractor must fully cooperate with the SOS on any investigation of such incidents and must make available to the SOS detailed information pertaining to the	0	5	7	9

Requirement Area / Detailed Requirements & Criteria		Not Compliant	Complies with Exceptions	Complies	Complies with Improvements
	incident.				
84.	The Offeror must provide a plan for all employees of the Contractor who have access to the system to receive security awareness training on an annual basis and the Offeror must demonstrate what security awareness training their staff have received or will receive prior to start of this project.	0	5	7	9
<b>Usability/Accessibility</b>					
85.	The System must meet the following accessibility standards: Web Content Accessibility Guidelines (WCAG) 2.0; and, Section 508 of the U.S. Rehabilitation Act, Web-based Intranet and Internet Information and Applications (1194.22).	0	5	7	9
86.	The System must be compatible with commercially available off-the-shelf ("COTS") screen readers.	0	5	7	9
87.	The System must provide a user-friendly voter interface, so that the voting process is intuitive and no previous training for using this voting channel is necessary.	0	5	7	9
88.	The System must support the use of the most common Internet browsers and operating systems, including but not limited to: IE7 and newer, FireFox 3.5 and newer, and Chrome version 28 and newer.	0	5	7	9
89.	The System must not allow for a voter to over-vote a contest.	0	5	7	9
90.	The System must provide a clear warning on the summary screen if a voter is choosing to under-vote a contest.	0	5	7	9
91.	Voters must select their voting options by directly selecting the candidate instead of using a code or indirect selection method.	0	5	7	9
92.	The System must provide clear plain language instructions and warning messages.	0	5	7	9
93.	The System must require a voter to deselect a choice prior to changing their selection in a given race.	0	5	7	9
<b>Staffing Plan</b>					
94.	The Offeror has provided a qualified Project Manager supported by their Personnel Profile Summaries.	0	5	7	9
95.	The Offeror has provided a qualified Functional Lead supported by their Personnel Profile Summaries.	0	5	7	9
96.	The Offeror has provided a qualified Technical Lead supported by their Personnel Profile Summaries.	0	5	7	9
97.	The Offeror has provided an acceptable Time Commitment for Key Personnel.	0	5	7	9
98.	The Offeror has provided an acceptable Staffing Plan.	0	5	7	9
<b>Project Plan</b>					
99.	The Offeror has provided an initial Project Plan (using Microsoft Project), which describes in enough detail to mitigate risk, how the Offeror intends to meet the March 22 and May 6, 2014 Primary Election milestones.	0	5	7	9
100.	The Offeror has provided an initial Project Plan (using Microsoft Project), which describes in enough detail to mitigate risk, how the Offeror intends to meet the milestones of future Primary and General elections as well as the process for project planning and implementation in the case of Special elections so as to meet those necessary milestones.	0	5	7	9
101.	The Offeror's Project Assumptions are acceptable to the State.	0	5	7	9
<b>System Development Plan</b>					

<b>Requirement Area / Detailed Requirements &amp; Criteria</b>		<b>Not Compliant</b>	<b>Complies with Exceptions</b>	<b>Complies</b>	<b>Complies with Improvements</b>
102.	The Offeror proposed SDLC meets the State's expectations.	0	5	7	9
103.	The Offeror proposed Design and System Configuration plan meets the requirements of this RFP and the State's expectations.	0	5	7	9
104.	The Offeror proposed Implementation and Testing plan meets the requirements of this RFP and the State's expectations.	0	5	7	9
105.	The Offeror proposed Documentation and Training plan meets the requirements of this RFP and the State's expectations.	0	5	7	9
106.	The Offeror proposed System Deployment and Post-Deployment plan meets the requirements of this RFP and the State's expectations.	0	5	7	9

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

<b>Criteria</b>	<b>Percentage</b>
Technical Proposal	70%
Cost Summary	30%
<b>Total</b>	<b>100%</b>

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

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:

$$\begin{array}{rcl}
 \text{Technical Proposal Points} & = & \frac{\text{Offeror's Technical Proposal Points in Each Scored Criteria Area}}{\text{Highest Number of Technical Proposal Points Obtained in Each Scored Criteria Area}} \times 700 \\
 & \text{(equals)} & \text{(divided by)} \quad \text{(times)}
 \end{array}$$

The Offeror proposing the best Cost Proposal Value (that is complete and inclusive of all project costs) according to the cost analysis will receive 300 points. The remaining Offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\begin{array}{rcl}
 \text{Cost Summary Points} & = & \frac{\text{Best Proposal Cost Value}}{\text{Offerors Proposal Cost Value}} \times 300 \\
 & \text{(equals)} & \text{(divided by)} \quad \text{(times)}
 \end{array}$$

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

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

(equals)

(plus)

## **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 State will provide oversight for the entire Project, but the Contractor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff working on the Project. And the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide one fulltime functional Contractor Project Manager throughout the Project lifecycle.

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 (SEI) Level 3 or higher Capability Maturity Model (CMM). Therefore, the Project scope must include training the State Project team on the Contractor's system development methodology. The Contractor is not required to have official SEI certification.

The State 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 SOS's technical staff is expected to assume support roles throughout the Project as identified in the Offeror response and Project Plan for all phases of the project and will assume operations support responsibility of the completed Project following the warranty period and any optional maintenance periods.

The SOS anticipates that the Contractor will provide a commercially offered, hosted software solution, requiring some modification and configuration to meet the specific requirements itemized in this RFP. The Offeror response should identify the commercial, hosted software solution and how it meets the individual requirements. The Contractor will be responsible for implementation and hosting of the software solution, as well as any necessary future, potentially one-time modification and configuration changes required for the successful implementation and utilization of the system in each election cycle which the SOS determines the system will be deployed.

The Contractor will provide all necessary printing hardware and printing software to the 88 individual county Boards of Election for use with the new UOCAVA Ballot Delivery & Tracking System. The Contractor will procure, install and work with SOS and Boards of Election staff to test all installed hardware and the Contractor will warranty and support all Contractor supplied hardware for the duration of the contract.

The Contractor will work with the SOS and Boards of Election to implement, test and successfully launch the system with all appropriate modification and configuration changes made in advance of the May 6, 2014 Primary Election Day. Due to Ohio voting laws, all UOCAVA ballots must be ready and available for the primary election as of March 22, 2014. The Contractor will be required to meet the March 22, 2014 deadline.

At the minimum, the Offeror response should consider the following high-level deliverables:

- Development and acceptance of Staffing, Project, System Development and Testing plans which encompass both the initial implementation of the system for the May 6, 2014 Primary

Election as well as for modifications, configuration changes and support of future election cycles (which are to be included in the Total-Not-to-Exceed-Fixed-Price).

- Implementation of Development, Testing and Production Systems for use throughout the Contract.
- Delivery, installation and SOS and Board of Elections staff training for Contractor provided printer hardware and software at all 88 counties.
- Development, Implementation, Testing and Final Acceptance of solution for May 6, 2014 Primary Election.
- Contractor provided support for successful May 6, 2014 Primary Election utilization of the system.
- On-going development, pre-election testing and implementation of modifications and configurations for future elections throughout the contract, including election cycle support for successful utilization of the system. This includes the November 2014 General Election and all elections thereafter, until the end of Contract.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the Offeror Proposed Project Plan or as agreed by the State in writing subsequent to the award of the Contract. The Offeror is asked to propose a project team they best believe will meet the needs for this project, and minimize risk. It is expected, however, that the proposed team will include the following roles and corresponding responsibilities, and meet the minimum qualifications as described. The Offeror must also propose an on-going operations staffing plan, with Offeror assumptions regarding the on-going engagement of the following roles.

#### **Project Manager**

Role: The Contractor Project Manager must provide project management oversight through acceptance of the implemented system 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.

#### Requested Qualifications:

- The Offeror's proposed Project Manager shall; 1) be a full-time employee of the offeror, 2) have over 120 non-overlapping months of relative systems integration experience, 3) be PMI certified, and 4) have participated as the project manager in the successful implementation of the proposed software solution in at least one referenceable State account of similar size and scope.

#### Mandatory Qualifications:

- The Offeror's proposed Project Manager must; 1) be a full-time employee of the offeror; 2) have over 120 non-overlapping months of relative systems integration experience; and, 3) have participated as the project manager in the successful implementation of the proposed software solution in at least one State account of similar size and scope.

#### **Functional / Configuration Lead**

Role: The Functional / Configuration Lead must provide business process and subject matter expertise for the proposed software solution implementation.

Responsibilities:

Lead all design, configuration, security design, development, and testing. Provide input to training development, and participate as part of the immediate post-go-live support team.

Requested Qualifications:

- The Offeror's proposed Functional / Configuration Lead should have experience leading design sessions for, and implementing, the core software modules being proposed in an environment of similar size and scope.
- The Offeror's proposed Functional / Configuration Lead shall; 1) have over 60 non-overlapping months of relative systems integration experience, and 2) have participated as the functional / configuration lead in the successful implementation of the proposed software solution in at least one State account of similar size and scope.

**Technical Lead**

Role: The Technical Lead must provide technical subject matter expertise for the proposed software implementation.

Responsibilities:

- Lead the technical team in designing the technical architecture to support the proposed software solution.
- Lead the technical team in tasks for inbound and outbound interfaces, customer development, enhancements, reports, and testing.
- Lead the installation and administrative configuration of the proposed software solution and infrastructure.
- End-to-end technical implementation of the proposed software solution.
- Center point of communication for all technical matters concerning the application and supporting infrastructure.

Requested Qualifications:

- The Offeror's proposed Technical Lead shall; 1) have over 60 non-overlapping months of relative systems integration experience, and 2) have participated as the technical lead in the successful implementation of the proposed solution in at least one referenceable State account of similar size and scope.

**Maintain Project Plan.** The Contractor must update the Project Plan submitted with its Proposal (see Attachment Three) and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure and schedule, and provide the updated Project plan as part of its monthly reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State to review, comment on, and approve all Deliverables.

The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

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

- Immediate Reporting - The Project Manager or a designee must immediately report any Key Project staffing changes to the Project that will adversely impact the scope, timing or cost of the project's delivery to the State.
- Attend Scheduled Status Meetings - The Project Manager and other Project team members must attend status meetings with the Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Weekly Status Reports - The Contractor must provide written status reports to the Project Representative.
- At a minimum, weekly status reports must contain the items identified below:
  - A description of the overall completion status of the Project in terms of the approved Project Plan (schedule and cost, if applicable);
  - Updated Project work breakdown structure and Project schedule;
  - The plans for activities scheduled for the next month;
  - The status of all Deliverables, with percentage of completion;
  - Time ahead or behind schedule for applicable tasks;
  - A risk analysis of actual and perceived problems;
  - Testing status and test results; and
  - Strategic changes to the Project Plan, if any.

The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Monthly Status Reports - During the Project, the Contractor must submit a written monthly status report to the Project Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  - Updated GANTT chart, along with a copy of the corresponding Project Plan files (i.e. MS Project) on electronic media acceptable to the State;
  - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
  - Issues encountered, proposed resolutions, and actual resolutions;
  - The results of any tests;
  - A Problem Tracking Report must be attached;
  - Anticipated tasks to be completed in the next week;
  - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
  - Proposed changes to the Project work breakdown structure and Project schedule, if any;
  - Identification of Contractor staff assigned to specific activities;
  - Planned absence of Contractor staff and their expected return date;
  - Modification of any known staffing changes; and
  - System integration activities.
  -

**Develop, Submit, and Update High-Level Plans.** As part of the Project, the Contractor must develop a detailed project management plan (Project Plan) and a System Development Life Cycle plan to guide the overall work effort and track progress in meeting the objectives and requirements of the project. The Contractor also must update the plans with detail throughout subsequent Project phases to address, at a minimum, the following subjects:

Project Plan:

- Project Integration,
- Project Scope,
- Project Time,
- Project Quality,
- Project Staffing,
- Project Communications,
- Project Risk, and
- Project Procurement;

System Development Plan:

- Conversion plan,

- Testing plan (to include all test scripts and data required to test to the lowest level),
- Benchmark plan,
- Implementation plan,
- Training plan (for users, technical staff),
- System implementation plan,
- Change management plan,
- Transition (including system transition strategy, procedures),
- Quality Assurance, Configuration Management.

The Contractor must develop these plans from information that the State's Project personnel provide. These State personnel have varying percentages of their time to devote to this Project, and the Contractor must consider their time commitments to the Project in creating the Project schedule and when obtaining information from State staff to create the above plans.

**Performance Testing.** The Contractor must, prior to production go-live, perform a structured performance test that demonstrates to the State, using production environment hardware and software, that the performance of the System (both online and batch operations if applicable) is capable of addressing the performance claims that the Offeror made as part of their RFP response. Should Offeror performance claims not be made as part of the Offeror response, the State shall work with the Contractor to develop a performance test plan to be executed by the Contractor that is no less than 150% of the historical average of peak absentee voter use of the system as intended for a sustained duration of no less than forty-eight (48) hours.

Attachment Four: Part Five describes the procedure and criteria for testing.

**Work Hours and Conditions.** The State shall be available to participate in the project during normal business hours Monday through Friday (generally 8:00am to 5:00pm) excluding State holidays. The Offeror shall indicate, as part of its response, any dependencies on the State by way of work location, hours outside those indicated or any other project delivery work, location or conditions requirements.

**State Responsibilities.** The State, specifically the SOS will be responsible for their respective compliance with this Agreement. The State will:

- i. be responsible for its compliance with this Agreement,
- ii. be responsible for the accuracy, quality and legality of its data and of the means by which it acquired that data,
- iii. use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Contractor promptly of any unauthorized access or use of which it becomes aware, and
- iv. use the Services only in accordance with the applicable user guide, to the extent it is not inconsistent with this Agreement, and applicable laws and government regulations.

The State may not:

- i. intentionally make the Services available to anyone other than its employees and contractors acting on the State's behalf,
- ii. sell, resell, rent or lease the Services,
- iii. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- iv. intentionally use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("Malicious Code"),
- v. intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or
- vi. attempt to gain unauthorized access to the Services or their related systems or networks.

## **PART TWO: SPECIAL PROVISIONS**

**Submittal of Deliverables.** The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. 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 State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. 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 State 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 State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

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

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

**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 [24 hours a day, seven days per week] (the "Support Window"), 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. The applicable Service Attachment(s) may provide for different support periods. A SOS 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.

**Incident Classification.** The Contractor must classify and respond to support calls by the underlying problem's effect on a SOS. 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 Service is functionally inoperable, the problem prevents the Service or a major component or function of it 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 Service or a major function or component of it or materially restricts a SOS use of the Service in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Service to freeze, locks up the computer on which the Service is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that the SOS still can conduct business with the Service and response times are consistent with the needs of the SOS for that type of Service. 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 Service. It also may be classified as routine when the problem does not materially restrict a SOS use of the Service 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 that does not materially interfere with a SOS use of the Service, 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 a SOS to reclassify a problem, taking into account the SOS unique business and technical environments and any special needs it may have.

**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 until the problem is resolved properly. At the request of the SOS, the Contractor's personnel must maintain daily contact with the SOS technical staff to keep the SOS abreast of efforts being made to solve the problem. The Contractor also must provide the SOS technical staff with direct access to the Contractor's support personnel and product development personnel, if appropriate, who are assigned to the problem. 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. If requested, the Contractor's support personnel must maintain regular contact with the State to keep their 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 fix or workaround procedure as soon as it is available. The Contractor must respond to routine problems by providing the State with a fix 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 SOS technical staff with telephonic assistance on a non-priority basis.

**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 the Support Window, the Contractor's response time for a critical support request must be less than one (1) hour. The Contractor's response time for an urgent request must be less than two (2) hours during the Support Window. And the Contractor's response time for a routine support request must be less than four (4) hours during the Support Window. The applicable Service Attachment may provide for shorter response times, and nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment.

**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 one (1) hour and to the director level after four (4) hours. If a critical problem is not resolved within one (1) day, it must escalate to the CEO level after two (2) days. The Contractor's support staff will escalate unresolved urgent problems to its support manager within three (3) hours, to the director level after one day, and to the CEO level after two (2) days.

**State Obligations.** To facilitate the Contractor meeting its support obligations, The State will provide the Contractor with the information reasonably necessary to determine the proper classification of the underlying problem. The State 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 will 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.

As this solicitation has provisions for the purchase for the State of certain Okidata C9650 or equivalent printers, the Contractor, as part of the overall service shall:

- i. ensure that the Contractor provided system integrates with these devices and that the end-to-end functionality of the system, inclusive of these printers perform as contracted;
- ii. promptly transfer title of ownership to the State for all Contractor purchased Printer that are State owned upon receipt of printers with a proof of payment (e.g., paid invoice) from the source of purchase;
- iii. ensure that the original equipment manufacturer and (if applicable) reseller of said printers are aware that the State is the end-user, consumer and owner of these printers and that established OEM support channels (e.g., telephone support, web problem management, driver downloads and the like) are available to the State as provided by the OEM; and
- iv. during the contracted period (and any extensions) make the State aware of any incompatibilities that may arise between the Contractor provided Solution and the printers that cannot be either addressed via the Contractor (as a maintenance fix covered under warranty services) or via the update of OEM software (firmware, drivers or otherwise) and support the State in resolving any inconsistencies or incompatibilities.

Relationship to SLAs the Contractor's support obligations are in addition to the SLAs in the Service Attachment(s). Furthermore, the SLAs may provide for credits to the State even though the Contractor is meeting its support obligations hereunder. Failure of the Contractor to meet any SLAs in an applicable Service Attachment will not be considered a breach of this warranty section unless the State reasonably determines that the failure is persistent or extended in duration.

**System Redundancy and Availability.** All Service subscriptions must provide a Service that maintains a redundant infrastructure that will ensure access for all of the State's enrolled users in the event of failure at any one of the Contractor locations, with effective contingency planning (including back-up and disaster recovery capabilities) and [24x7] trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services must be dependable and provide response rates that are as good as or better than industry standards. They also must meet the Service Level Agreements ("SLAs") provided in the applicable Service Attachment and be supported with sufficient connectivity and computing resources to handle reasonably anticipated peak demand, and the Contractor must ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance.

**Service Level Guarantee and Credits.** The Contractor will issue a credit allowance to the SOS affected by a Service outage, as defined below. The credit will appear on the next invoice, or if the SOS so requests, the Contractor will issue a check to the SOS as payment within 30 days of the request.

**SLAs for the Services.** This RFP includes SLAs that will be used to monitor and manage the Contractor's performance. The minimum SLAs are listed below, but the Contractor may supplement them with additional SLAs that are generally applicable to its other customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written agreement of the State and the Contractor, except with respect to SLAs the Contractor offers generally to other customers that are more stringent or in addition to those below.

**Availability.** "Availability" or "Available" means, with respect to the Steady State Service, the SOS's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this RFP. "Unavailable" or "Unavailability" means the SOS's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this RFP, subject to the following:

The Steady State Service may be inaccessible to a SOS's users during scheduled downtime. Scheduled downtime will occur for less than one (1) hour between 10 p.m. and 6 a.m. Eastern Time and on Saturdays, but not more than once monthly. The Contractor may change the scheduled downtime to other non-business hours upon reasonable notice to the SOS. Scheduled downtime will not be considered times when the Steady State Service is Unavailable.

In addition to scheduled downtime, the following will not be considered times when the Steady State Service is Unavailable:

- Outages resulting from the SOS equipment or its Internet service provider;
- SOS's negligence or breach of its material obligations under this RFP.

**SLA Credits.** The "Target Availability Level" is the Steady State Service's Availability Level that the Contractor plans to meet or exceed during each calendar month for the Contract. The "Service Availability Level" is the number of hours during a particular period that the Steady State Service was Available to the SOS, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Contractor must actively monitor and report to the SOS any and all Unavailability of any Steady State Service monthly, along with reasonable details regarding such Unavailability. The Contractor also must provide SOS a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Service Provider fails to meet the Target Availability Level by up to four (4) hours, the SOS will be entitled to the equivalent of one day's fee for the Steady State Service. That is, if the fee is an annual fee, the credit would be 1/365th of that annual fee, or if it is a monthly fee, the SOS would be entitled to 1/30th of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four (4) but less than eight (8) hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight (8) hours, the SOS will be entitled to the entire fee applicable to that month.

Any such credits must be paid to the SOS within 30 days after the month in which the Contractor fails to meet the Target Availability Level.

If the Contractor fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause.

**Specific SLAs.** The Target Availability Level is 99.9% in any calendar month.

**Repetitive Service Level Failures.** In addition to the credits the SOS will be entitled to, repetitive failures may also entitle the SOS to terminate for cause.

**General Service Support Obligations.** During the Term of any Contract or Extension, the Contractor must provide the SOS with telephonic assistance and advice for using all Services covered by the RFP. The Contractor also must provide troubleshooting and problem resolution by developing and providing fixes or patches for errors in any software it provides and contract with any third party providing software that supports the Services for the same. As part of the support the Contractor provides in exchange for the applicable fee, the Contractor also must keep all software current by installing all relevant service packs and patches as well as all updates and new releases and versions of the software as soon as reasonably possible. The Contractor also must keep its own software offering compatible with any updated third-party software that is part of the Services or supports the Services. The manner in which the Contractor provides support will be governed by the Contractor's policies and programs described in the applicable 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 all cases such support must comply with the requirements of this RFP. And the Contractor must provide the support in a competent, professional, and timely manner.

**Equipment Support Obligations.** For any Contractor equipment used to provide the Services, remedial equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by the SOS that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight (8) business hours after notification by the SOS, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide

the SOS with the same rights and remedies as specified elsewhere in this Agreement for default, except that the Contractor will only have eight hours to remedy a default. Nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment. The Contractor will provide adequate staff to provide the maintenance required by this Agreement.

**Security and Data Protection.** The Services must also operate at the [moderate level baseline] as defined in the National Institute of Standards and Technology (“NIST”) 800-53 Rev. 3 [moderate baseline requirements], be consistent with Federal Information Security Management Act (“FISMA”) requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications.

**General Systems Implementation Standards.** The Contractor has and must continue to use its best efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by the State. Notwithstanding any rights granted under the Agreement or at law, the Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise electronic self-help. Additionally, they must provide the State’s system administrators with 24x7 visibility into the services through a real-time, web-based “dashboard” capability that enables them to monitor, in real or near real time, the Services’ performance against the established SLAs and promised operational parameters.

**Integrating with State Infrastructure Elements.** If required, User access to the Services must be capable of being integrated with the State’s Active Directory (or other Lightweight Directory Access Protocol (LDAP) service) to support single sign-on capability for users and to ensure that every user is tied to an Active Directory or other LDAP account and to prevent user access when a user is disabled or deleted in the applicable SOS Active Directory or other LDAP service.

**Independent Audit of Contractor Facilities used by State.** The Contractor must obtain an annual Statement on Standards for Attestation Engagements (“SSAE”) No. 16, Service Organization Control 1 Type 2, audit. The audit must cover all operations pertaining to the Services covered by this Agreement. The audit will be at the sole expense of the Contractor and a copy of it must be provided to the State within 30 days of its completion each year. At no cost to the State, the Contractor must immediately remedy any issues, material weaknesses, or other items identified in each audit as they pertain to the Services.

**State Data and Generated Files.** State Data and “Generated Files” are files storing information, instructions, or data that the SOS creates, accesses or modifies using the Contractor’s Services and in which the data or other information was provided or created by the SOS. Such Generated Files are also included in the definition of “SOS Data” in a later section of this Agreement. 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 provided to a SOS also would be considered Generated Files. As between the SOS and the Contractor, the SOS will own all Generated Files that the SOS prepares by using the Services, 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 SOS a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the intellectual property embedded in any Generated Files that the SOS creates while using the Services in the manner in which the Services are designed to be used. In the SOS distribution of the Generated Files, the SOS 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 a Service when used as intended.

**Inconsistencies between Contract and Deliverables.** Any terms and conditions that may be incorporated in a User, Operations, Training Document or Guide or Contractor created Deliverable that are inconsistent or conflicts with the Contract, the Contract shall prevail.

**The Contractor's Fee Structure.** The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below based upon SOS acceptance of the Milestone/Deliverable:

Payment Milestone/Deliverable	Payment
Development of Staffing, Project, System Development and Testing plans which encompass both the initial implementation of the system for the May 6, 2014 Primary Election as well as for modifications, configuration changes and support of future election cycles.	5% of Total-Not-to-Exceed Cost Summary Line Item plus the "Printer Hardware Costs, Hardware Manufacturer and Model Number Total Cost" Line Item.
Implementation of Development, Testing and Production Systems for use throughout the Contract.	5% of Total-Not-to-Exceed Cost Summary Line Item.
Delivery, Installation and Testing of Contractor provided printer hardware and software at all 88 counties including SOS and Board of Elections staff training on the Contractor provided solution.	20% of Total-Not-to-Exceed Cost Summary Line Item.
Development, Implementation, Testing and Final Acceptance of solution for May 6, 2014 Primary Election.	10% of Total-Not-to-Exceed Cost Summary Line Item.
Contractor provided support for successful May 6, 2014 Primary Election utilization of the system.	10% of Total-Not-to-Exceed Cost Summary Line Item
On-going development, pre-election testing and implementation of modifications and configurations for future elections throughout the contract, including election cycle support for successful utilization of the system. This includes the November 2014 General Election and all elections thereafter, until the end of Contract, December 31, 2018.	<p>Following successful system performance during the annual primary, general and special elections, the Contractor will be paid the following remaining percentages of the Total-Not-to-Exceed Cost Summary Line Item.</p> <p style="text-align: center;">2014: Primary Election – 5% General Election – 5%</p> <p style="text-align: center;">2015: Primary Election – 5% General Election – 5%</p> <p style="text-align: center;">2016: Primary Election – 5% General Election – 5%</p> <p style="text-align: center;">2017: Primary Election – 5% General Election – 5%</p> <p style="text-align: center;">2018: Primary Election – 5% General Election – 5%</p>

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the State agrees that the Deliverable identified in the work breakdown structure 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.

**Reimbursable Expenses.** None.

**Bill to Address.**

Ohio Secretary of State  
Attn: Chief Financial Officer  
PO Box 16366

Columbus, OH 43216

Or:

payables@ohiosecretaryofstate.gov

**Location of Data.** The Contractor must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States, with the exception of information entered into the application by UOCAVA end users located in foreign countries. The State also may reject any Proposal for which the Offeror has not submitted an appropriate certification representing that it will ensure that all work on the Project will be performed in the United States and all State data will remain in the United States.

## 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.

Offeror responses should use a consistent and contrasting color (blue is suggested) to contrast with the black text of this document) to provide their response to each requirement so that the Offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the requirements within Attachment Two & Three. To aid Offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, **styles** or shaded backgrounds, so long as the use of these formats are consistent throughout the Offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare Offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the Offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two) and required sections of the Proposal format (Attachment Three), Offerors must address each RFP requirement by section and sub-section heading and provide the Offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Additionally, Offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the Offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

### **Example:**

#### **Customers Served in the Widget Space**

**Instructions:** The Offeror is to describe the customers (i.e. companies, agencies, entities, etc.) served in the Widget domain and the nature of the services provided, as well as the duration of the said service.

**Offeror Response:** In business for over 20 years, Offeror is a leading supplier of Widget and Widget based services with clients in a variety of sectors including Public (23 States) and Private (125 of the Fortune 500) ...

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 all Attachments, whether the request requires a simple "yes" or "no" or requires 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.

Each Proposal must contain the following:

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Profile and Description
- Offeror Profile Summary Forms
- Personnel Profile Summaries
- Proposed System Solution
- Staffing Plan
- Time Commitment of Key Personnel
- Project Assumptions
- Project Plan – Microsoft Project
- System Development Life Cycle Overview
  - Design and System Configuration
  - Implementation and Testing
  - Documentation and Training
  - System Deployment and Post-Deployment
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Contracted Solution
- Terms for Commercial Materials
- Public Records Requests
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Cost Summary Workbook – Microsoft Excel (must be separately sealed)
- Affirmation & Disclosure Form

**Vendor Information Form.** The Offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the Offeror plans to use under the Contract. The form is provided as Appendix Four or it is available at <http://obm.ohio.gov/forms/OAKS.asp>.

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

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

**Offeror Certification Form.** The Offeror must complete Attachment Seven, Offeror Certification Form.

**Offeror Profile and Description.** This RFP includes an Offeror Profile Summary Form as Attachment Eight. The Offeror must use this form and fill it out completely to provide the required information. All Offerors must demonstrate experience to meet the mandatory requirement evaluation criteria by including the 1 page form provided in Attachment Eight that summarizes the relevant experience.

Offerors must identify the requirement at the top of each profile form. The Offeror must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form. The form may be duplicated as necessary.

**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. 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.**

**Personnel Profile Summaries.** Each Proposal must include a profile for each Key member of the proposed work team. In general, Key Members of the work team include the State's Contractor

Representative, Project Manager and other members of the team that will have regular interaction with the State or whose role is central to the successful implementation of the State's requirements as proposed by the Offeror. This RFP includes Personnel Profile Summary Forms as Attachment Nine, and the Offeror must use these forms and fill them out completely for each reference.

**The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an Offeror elects to duplicate the forms electronically, the Offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the Offeror's Proposal.**

The Offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below:

- a) Key Candidate References. If the Offeror provides less than three projects, the Offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate.
- b) Education and Training. The Offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The Offeror must show how the candidate's education and training relates to the requirements of the RFP.

- c) Mandatory Experience and Qualifications.

The Offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the Offeror's Proposal may be rejected as non-responsive.

For each reference, the Offeror must provide the following information:

- Candidate's Name.
- Contact Information. The Offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The Offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The Offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the Offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The Offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The Offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

- d) Required Experience and Qualifications. The Offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Nine.) For each reference, the following information must be provided:

- Candidate's Name.
- Contact Information. The client contact name, title, phone number, email address, company name, and mailing address must be completely filled out. The same information must be included for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide requested contact information may result in the State not including the experience 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.
- Dates of Experience. The Offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project as it relates to this Project. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**Proposed System Solution.** The Offeror must describe in detail how its proposed solution meets the functional and technical requirements described in this RFP, included as Attachment Ten. 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.

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

**Staffing Plan.** The Offeror must provide a staffing plan that identifies all the personnel (both State and Offeror) by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project.

The Offeror must submit a team organization chart that clearly defines reporting relationships within the project team delivering the services and the relationship of State personnel leading or supporting the project as applicable. The Offeror must provide a descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart. All positions identified on the team organization chart that is not fulfilled by project key personnel must include a representative profile that includes qualifications, experience and education.

In addition, the Offeror must provide a narrative that identifies and discusses Offeror Staff redundancy, replacement, backup personnel, and ability of the proposed staff to perform their assigned task.

In addition, the plan must have the following information:

- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s); and,
- As needed, the number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

- A statement and a chart that clearly indicate the time commitment of the proposed key Project personnel. The Offeror also must include a statement indicating to what extent, if any, the key Project personnel may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the Offeror's performance.

**Time Commitment of Key Personnel.** The Offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the Offeror's proposed team members for this Project during each phase of the System Development Life Cycle. The Offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the Offeror's performance.

**Project 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 – Microsoft Project.** The State requires Offerors to demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project 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 Project. The Project Plan must include detail sufficient to give the State an understanding of how the Offeror's knowledge and approach will:

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

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

- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Detailed Project schedule for all Project Deliverables and milestones. The Offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The Offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The Offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Required State staff and their expected effort;
- High-level subsidiary Project management plans:
  - Scope and Schedule management,
  - Cost management,
  - Quality management,

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

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;

- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

**System Development Life Cycle Overview.** The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the Offeror will be prepared to quickly undertake and successfully complete the required tasks.

**Design and Systems Configuration.** The Offeror must fully describe its proposed design and systems configuration for the Deliverables, including the design and systems configuration approach, methods, tools, and techniques for completing the technical design process. The Offeror must depict the design in sufficient detail to allow the State to verify that the design meets all the requirements in this RFP.

**Implementation and Testing.** The Offeror's Proposal must describe the Offeror's implementation approach, methods, tools, and techniques for completing the implementation process. Of particular importance are the Offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

**Documentation and Training.** The Offeror must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the Offeror will use to train the State staff on the Offeror's system implementation methodology.

**System Deployment and Post-Deployment.** The Offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. The Offeror also must describe its approach to installation and maintenance.

**Equipment and System Elements.** The Offeror must identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The Offeror's Proposal must include the proposed manufacturer's name and model for all equipment. The proposed cost for the solution must include all hardware necessary for operation of the solution by the State, excluding UOCAVA end user's necessary personal equipment (e.g. internet access and local printer).

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

**Commercial Materials.** The Offeror must list any commercial and proprietary materials that the Offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The Offeror need not list patented parts of equipment, since they are not readily copied. If the Offeror expects the State to sign a license for the Commercial Material, the Offeror must include the license agreement as an attachment. If the State finds any provisions of the 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. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the Offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the Offeror's Proposal.

**Contracted Solution.** As part of this solicitation, the State is seeking a Contracted Solution that comprises: Contractor provided computing facilities and software; State-specific configurations;

extensions and reports as described herein or developed by the Contractor for State use; integrations with State equipment (minimally State required Printer/Scanners) or as mutually determined by the State and Contractor; base configuration data; as well as any State data contained in the system. Should, during the Contracted period and any allowable extensions the Contractor (or a successor to the Contractor) repackage, bundle, aggregate or dis-aggregate any Contractor provided elements that comprise the Contracted Solution, the Contractor shall at no additional cost to the State provide the Contracted Solution elements to the State, regardless of element packaging as required to deliver the As Contracted Solution to the State regardless of superseding functionality, versioning, product naming or other Contractor determined mechanisms to market and sell the Solution to other customers of the Contractor.

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

**Bond Commitment.** The selected offeror must provide a performance bond. The amount of the performance bond must be equal to 100-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 Workbook, Supplement Two. 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.

**Public Records Requests.** Should the Contractor receive any public records request with respect to any SOS Data, the Contractor will immediately notify the affected SOS and fully cooperate with the SOS as it directs.

**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.

**Acceptance of Attachment Four – General Terms and Conditions.** Offerors must duplicate the content of Attachment Four and insert it into their proposal. The Offeror must include a statement at the beginning of the section indicating that the Offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

**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.

**Cost Summary Workbook.** This RFP includes a Cost Summary Form in Microsoft Excel as Supplement Two. 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 State will not be liable for or pay any Project costs that the Offeror does not identify in its Proposal.**

## ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

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

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

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. 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"). 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.

**Under no circumstances excepting the State termination of the Contract, shall as a result of any dispute between the State and Contractor, whether the Contractor has been paid or unpaid shall the Contractor actively reduce, suspend, terminate or otherwise diminish or limit the functionality, availability, performance or other attributes of the Contracted Solution except without written authorization from the State.**

**Reimbursable Expenses.** The Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Contract.

**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 five (5) 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.

**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 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 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 for in the amount of \$1,500.00 between 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 effects 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 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.

Contractor acknowledges that the actual damages likely to result from breach of this section are difficult to estimate at this time, that the liquidated damages amount set forth above is reasonable both in relation to the actual damages that the State would suffer upon a breach by Contractor under this section and to the total amount of the Contract, and that the parties are sophisticated parties that have bargained at arm's length to arrive at the liquidated damages amount. The State and Contractor do not intend for Contractor's payment of the liquidated damages to serve as punishment for any such breach by Contractor.

**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.

**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.

**Service, Termination, or Modification.** The Contractor is responsible for processing all Orders, billing, payments, cancellations, changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Contractor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for the State. The Contractor may not require the State to contact any of the Contractor's third-party suppliers or otherwise transact business directly with such suppliers for any Services ordered under this Agreement, and in all respects, the Contractor must maintain a seamless, single-point-of-contact business relationship with the State or SOS for the Services ordered under this Agreement.

**Representatives.** The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Representative for those individual portions of the Project.

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

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

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

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

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

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. 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.

Contractor affirms that it is a "business entity" for purposes of ORC Section 145.037(A), and that all individuals employed by Contractor who provide personal services under this Contract are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**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.

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.

**Handling of SOS Data.** “SOS Data” and “The State’s Data” is any information, data, files, or software that the SOS uses or stores on or in conjunction with the Services, including but not limited to Generated Files. The Contractor must use due diligence to ensure computer and telecommunications systems and Services involved in storing, using, or transmitting SOS Data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must comply with all applicable National Institute of Standards and Technology (“NIST”) standards for [Moderate Impact] systems and:

- i. apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Agreement.
- ii. ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- iii. maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- iv. maintain appropriate identification and authentication process for information systems and services associated with SOS Data.
- v. maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with SOS Data.
- vi. implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold SOS Data, limiting access to only these points, and disabling all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain SOS Data.

Unless a SOS instructs the Contractor otherwise in writing, the Contractor must assume all SOS Data is both confidential and critical for SOS operations, and the Contractor’s security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor’s protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access SOS Data, as well as attacks on the Contractor’s infrastructure associated with SOS Data. Further, the Contractor must

monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with SOS Data.

The Contractor must use appropriate measures to ensure that SOS Data is secure before transferring control of any systems or media on which SOS Data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Agreement.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains SOS Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with SOS Data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to SOS Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow SOS Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Agreement properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, SOS Data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the NIST standards identified above.

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with SOS Data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving SOS Data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access SOS Data or the infrastructure associated with SOS Data.

In case of an actual security breach that may have compromised SOS Data, including but not limited to loss or theft of devices or media, the Contractor must notify the SOS in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the SOS to mitigate the consequences of such a breach. This includes any use or disclosure of the SOS Data that is inconsistent with the Terms of this Agreement and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Contractor.

The Contractor must give affected the State full access to the details of the breach and assist each SOS in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Agreement related to the Contractor's improper disclosure of SOS Data, and regardless of any limitation on liability of any kind in this Agreement, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable

information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably acceptable to the State.

All SOS Data will remain the property of the SOS. The Contractor must ensure that the SOS retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All SOS Data at rest in systems supporting the Contractor's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Contractor locations.

#### **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 and Service Warranty.** If this Contract involves the State use of 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 Contractor 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 via an Escrow Agency, 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 as a Service 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 as a Service that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software as a Service 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 as a Service and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software as a Service and/or remedy any material programming or configuration 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 as a Service and documentation to reflect changes in the subject matter the Commercial Software as a Service deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software as a Service 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 as a Service 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 98.5%, 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 created for the State 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 as a Service 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 delay the processing of data by an imperceptible time for users, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully utilize 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, or corrupt 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 as a Service 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 at least 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.

**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.

## **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. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

**Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable 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.

**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.

Contractor represents and warrants that it is not excluded from, or ineligible for, federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities. If this representation and warranty is found to be false, this Contract shall be deemed void ab initio and Contractor shall immediately repay to the Secretary of State any funds paid under the Contract.

**Equal Employment Opportunity.** Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

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 Ohio Business Gateway at <http://business.ohio.gov/efiling/>.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interest 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.

**Non-Exclusivity.** This Agreement is non-exclusive and is not a requirements contract. Nothing herein prevents either Party from entering into similar agreements with other entities.

**Ohio Pension Employee Retirement System.** Contractor acknowledges and agrees that any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.

**Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

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

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

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

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

**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 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 NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REFERENCES**

<b>Candidate's Name:</b>
--------------------------

**References.** Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the Offerors organization.

If less than three references are provided, the Offeror must explain why. The State may disqualify the Proposal if less than three references are given.

<b>Client Company:</b>	<b>Client Contact Name:</b>	<b>Client Contact Title:</b>	
<b>Client Address:</b>		<b>Client Contact Phone Number:</b>	
<b>Project Name:</b>		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
<b>Description of services provided that are in line with those to be provided as part of this Project:</b>			
<b>Description of how client project size and complexity are similar to this project:</b>			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REFERENCES CONTINUED**

<b>Candidate's Name:</b>
--------------------------

<b>Client Company:</b>	<b>Client Contact Name:</b>	<b>Client Contact Title:</b>	
<b>Client Address:</b>		<b>Client Contact Phone Number:</b>	
<b>Project Name:</b>		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
<b>Description of services provided that are in line with those to be provided as part of this Project:</b>  <b>Description of how client project size and complexity are similar to this project:</b>			

<b>Client Company:</b>	<b>Client Contact Name:</b>	<b>Client Contact Title:</b>	
<b>Client Address:</b>		<b>Client Contact Phone Number:</b>	
<b>Project Name:</b>		Beginning Date of Employment: Month/Year	Ending Date of Employment: Month/Year
<b>Description of services provided that are in line with those to be provided as part of this Project:</b>  <b>Description of how client project size and complexity are similar to this project:</b>			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY  
CANDIDATE EDUCATION AND TRAINING**

<b>Candidate's Name:</b>
--------------------------

**Education and Training.** This section must be completed to list the education and training of each proposed candidate and must demonstrate in detail the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
<b>College</b>			
<b>Technical School</b>			
<b>Other Training</b>			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS**

**Project Manager**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Offeror's proposed Project Manager must; 1) be a full-time employee of the offeror; 2) have over 120 non-overlapping months of relative systems integration experience; and, 3) have participated as the project manager in the successful implementation of the proposed software solution in at least one State account of similar size and scope.

<b>Company Name:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	

**Description of technical experience, capacity performed, and role related to services to be provided for this Project:**

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS  
Project Manager CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Offeror's proposed Project Manager shall; 1) be a full-time employee of the offeror, 2) have over 120 non-overlapping months of relative systems integration experience, 3) be PMI certified, and 4) have participated as the project manager in the successful implementation of the proposed software solution in at least one referenceable State account of similar size and scope.

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	

**Description of technical experience, capacity performed, and role related to services to be provided for this Project:**

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Functional/Configuration Lead**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Offeror's proposed Functional / Configuration Lead should have experience leading design sessions for, and implementing, the core software modules being proposed in an environment of similar size and scope.

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

<b>Company:</b>	<b>Contact Name:</b> <b>Primary or Alternate</b>	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b> <b>Email Address:</b>	
<b>Project Name:</b>		<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Functional/Configuration Lead CONTINUED**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Offeror's proposed Functional / Configuration Lead shall; 1) have over 60 non-overlapping months of relative systems integration experience, and 2) have participated as the functional / configuration lead in the successful implementation of the proposed software solution in at least one State account of similar size and scope.

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	

**Description of technical experience, capacity performed, and role related to services to be provided for this Project:**

**ATTACHMENT NINE  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
Technical Lead**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Offeror's proposed Technical Lead shall; 1) have over 60 non-overlapping months of relative systems integration experience, and 2) have participated as the technical lead in the successful implementation of the proposed solution in at least one referenceable State account of similar size and scope.

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

<b>Company:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Project Name:</b>	<b>Beginning Date of Expr: Month/Year</b>	<b>Ending Date of Expr: Month/Year</b>	
<b>Description of technical experience, capacity performed, and role related to services to be provided for this Project:</b>			

**ATTACHMENT TEN**  
**SYSTEM REQUIREMENTS**

<b>Offeror Profile and Description</b>	
1.	The Offeror proposes a modifiable hosted software solution which has been successfully implemented five (5) times in the previous forty-eight (48) months; and, valid supporting references have been included.
2.	The Offeror has provided a list with supporting documentation of all certifications or qualifications they have received from an official entity directly related to the proposed solution with an explanation as to how the qualification benefits the final product (e.g. EAC, FVAP, NIST, ISO, ANSI).
<b>Voter Registration Requirements</b>	
3.	The System must be able to automate the import of necessary county and state data from the respective voter registration system.
4.	The System must be able to identify the correct ballot style for a voter based on the street files from the voter registration.
5.	The System must help voters fill in the federal postcard application (“FPCA”) form and pre-populate as much information as possible in the return form.
6.	The System must create a barcode of the information on the pre-populated FPCA so that the SOS office or a local election office can scan the FPCA information and it is loaded into the VR system.
7.	The System must track and provide statistics on registration forms including FPCA’s and Federal Write-in Absentee Ballots (FWAB) accessed, filled, and completed. This information will be tracked against Ohio’s Statewide Registration Database.
8.	The System must be able to transform the barcode data automatically read from the FPCAs into several formats (XML, CSV, etc.) for election official to automate loading into the voter registration system.
9.	The System must interact with the state’s voter registration database and corresponding registration systems in order to facilitate data exchange and update.
<b>Pre-election Requirements (General)</b>	
10.	The System must allow the implementation of all election processes according to Ohio and Federal election laws and regulations.
11.	The System must include a ballot translation tool that is able to automate the import of any election information extracted from the jurisdiction’s current election management systems.
12.	The ballot translation tool must convert election information from the jurisdiction’s election management system (EMS) and county VR System to a data format based on the IEEE P1622 format for presentation as an online ballot.
13.	The System must import all the election definition information from the existing EMS systems.
14.	The System must import all the election definition information from the existing county VR systems.
15.	The System must export all ballot styles to enable centralized, publicly accessible, lookup of sample ballots for an active election using state precinct code / precinct split information, voter name, and/or registration address as recorded in the statewide VR.
16.	The System must facilitate / automate the county-level posting and state-level lookup of the state-law required 100-day notice of all contests for the subsequent election.
<b>Pre-election Testing &amp; Logging Requirements</b>	
17.	The System must support Logic & Accuracy testing and the approval of all election information by Election Officials before going live at each election cycle.
18.	The Offeror must provide technical guidelines and 24 hour phone support for pre-election logic and accuracy (L&A) testing. This testing will include the ability for a jurisdiction to load blank ballots online. Mark the ballots online. Print the ballots. Scan the barcodes on the ballot in order to transcribe the contents of the ballot, and tabulate the votes as scanned. Election officials must be able to perform L&A on every ballot style and return materials including the contents of the ballot identification envelope.
19.	The System must allow authorized SOS officials to check if the county board of elections

	has verified that the approved ballot styles are properly uploaded.
20.	The System must be hosted on a secured environment and accessible to authorized SOS officials upon request to perform on-site verification of the applications running on the servers and the data stored in the database. Security requirements should meet, but not be limited to, NIST standards including NISTIR 7682 “Information Security Best Practices for UOCAVA Supporting Systems” and NISTIR 7711 “Security Best Practices for the Electronic Transmission of Election Materials for UOCAVA Voters.”
21.	The System code must be locked and provide a means for the State of Ohio to validate that critical applications have not been modified after pre-election testing and verification is completed through the completion of the election.
22.	The System must log all events, including but not limited to Log in and Log out. Must be tracked by class of user (e.g. voter, system admin, etc.) including: 8. Failed log in attempts; 9. Blank ballots downloaded; 10. Completed ballots printed; 11. Blank FPCA’s downloaded; 12. Completed FPCA’s printed; 13. Page loading failures; and, 14. Alterations to system and data.
<b>Quality Assurance Requirements</b>	
23.	The Offeror shall provide their process for Quality Assurance Testing. QA processes descriptions should include QA processes for any partners or system developers working with the Offeror.
24.	The Offeror must have a defined organizational unit dedicated to Quality Assurance processes and provide a list of Quality Assurance personnel and their certifications.
<b>Central Tracking Requirements</b>	
25.	The System must import and make available to the voter, transaction information from the county and state VR, and export of the same to the SWVRD for lookup using the general voter lookup tool, including the following:  10. Date application received; 11. Date application approved; 12. Date ballot transmitted and method of transmission (e-mail, facsimile, mail, in-person); 13. Date ballot downloaded by user; 14. Date ballot completed by user; 15. Date completed ballot printed for return by user; 16. Date voted ballot received by election official; 17. Date voted ballot accepted for tabulation; and, 18. Capability of local election official to provide defined default messages for each of the above in the event a date is not available.
26.	The System must provide a unique user PIN to authenticate the lookup by UOCAVA voter’s ballots and to access the ballot-marking capabilities.
<b>Online Delivery of Ballots Requirements</b>	
27.	Voters must not be required to manually install any specific election software or hardware on their personal computer to access the voting process (with the exception of Adobe Acrobat).
28.	The System must allow invalidating voters before and during the voting process (e.g. the voter’s authentication mechanism has been compromised). If the invalidation is done on a voter who already cast a ballot, the ballot must be tagged as invalid and rejected from any further processing if received.
29.	Contests must appear one at a time. Voters must not have to scroll to read a contest unless the SOS approves the formatting with scrolling.
30.	The System must enable configuration of ballot rotation according to Ohio Revised Code. Rotation must match the rotation of the voter’s home precinct.
31.	The System must enable configuration of write-ins according to Ohio Revised Code.
32.	Voting options must support the use of multiple languages. Specifically the System must support presentation, marking, and printing of the ballot in English and Spanish.
33.	The System must clearly distinguish between selected voting options from non-selected

	ones.
34.	The System must allow voters to download blank ballots.
35.	The System must allow voters to verify their ballot selections before downloading and printing their ballot.
36.	The System must provide the voter with the option of modifying their selections by navigating directly to the appropriate race from the review screen. After the voter has reviewed the race, regardless whether a revision was made, the System must permit the voter to return to the review screen without requiring the voter to re-navigate through other races.
37.	The System must generate for the voter all the return materials pre-filled with the required information about the voter, the county and the election official's office. Return materials includes the completed ballot, ballot security envelope including signature and date line, and mailing envelope.
38.	The voter's voting information (e.g. voting address, name, and mailing address) must be printed in the form of a bar code on the ballot secrecy envelope in order to allow for automated check-in of the voter's ballot without needing to open the ballot secrecy envelope.
<b>Delivery of Ballots by Mail and Facsimile Requirements</b>	
39.	The System must be able to import information from the county VR and automate the printing of a valid blank ballot on demand and pre-addressed envelopes to automate and facilitate the mailing absentee ballots that cannot be delivered online. Local election officials in each of Ohio's 88 counties will determine whether name/address to be printed on identification envelope, carrier envelope, or both.
40.	For delivery of ballots where the voter has elected to receive a ballot by facsimile, the system must generate all necessary jobs (blank ballot, identification envelope, mailing materials, instructions, etc.) and run lists for local election officials to manually send ballots by facsimile. The system may automate the sending of ballots and related materials by facsimile, but this functionality is not required.
<b>Processing of Voted Ballots Requirements</b>	
41.	The System must enable automated ballot transcription for the county Board of Elections; e.g. by scanning a barcode and printing on a ballot-on-demand printer. The automated process must prohibit the processing of the same ballot more than once.
42.	The automated process must not require pre-printed ballot styles.
43.	The automated process must guarantee that the same ballot received twice will be duplicated only once (meaning the same voter submits the same ballot twice).
44.	The automated ballot duplication process must support write-ins.
45.	The voter's privacy must be protected throughout the ballot transcription process.
<b>Data Collection Requirements</b>	
The System must collect statistics during the process. The Offeror must provide a description of all data/statistics the System is capable of collecting. The proposal should indicate which of the following items the system can collect automatically, can be collected based on information entered into the system, and cannot be collected:	
46.	How many total registered voters in your jurisdiction? How many total registered UOCAVA voters in your jurisdiction?
47.	How many total Absentee ballots (by pre-defined means, including but not limited to Federal Post Card Application, regular absentee application, etc.) did you receive (during any defined timeframe) by the following modes of submission: 6. Postal Mail 7. Fax 8. E-mail 9. In-person 10. Online submission
48.	How many total absentee applications did you reject (by pre-defined means, including but not limited to Federal Post Card Application, regular absentee application, etc.) including the reason for rejection using pre-defined reason codes?
49.	How many absentee ballots were transmitted using the following modes of transmission (by pre-defined categories, including but not limited to UOCAVA, non-UOCAVA, etc.)? 6. Postal Mail

	7. Fax 8. Email 9. In-person 10. Online submission
50.	How many voted absentee ballots were cast (by pre-defined means, including but not limited to UOCAVA and non-UOCAVA, etc.)?
51.	How many voted absentee ballots were returned as undeliverable (by pre-defined means, including but not limited to UOCAVA and non-UOCAVA, etc.) How many voted absentee ballots were rejected (by pre-defined means, including but not limited to UOCAVA and non-UOCAVA, etc.) using pre-defined reason codes.
52.	How many FWABs were cast? How many FWABs were rejected? How many FWABs were rejected after the ballot receipt deadline?
53.	A log of the comments that you receive from users.
54.	Number of new registrations? How many new military registrations? How many new overseas registrations? How many rejected? How many non UOCAVA registrations?
55.	Number of ballot applications received? Number of ballots accessed using online system? Number of applications to FPO/APO/ DPO address? Number of ballots to overseas address (non FPO/APO/ DPO address)? Number of domestic military ballot applications received?
56.	Number of applications from domestic IP address? Summary of geographic locations of the IP addresses? Number of applications from foreign IP address? Summary of geographic locations of the IP addresses?
57.	Number of unique people that accessed the system over system lifecycle or a SOS defined and queried segment of time.
58.	Number of ballots returned by postal service? Number of ballots returned by fax? Number of ballots returned by email?
59.	Number of ballots downloaded? Number of ballot downloaded multiple times from same user (include geographic location)? Number of ballots downloaded from domestic IP address? Summary of geographic locations of the domestic IP addresses? Number of ballots downloaded from foreign IP address? Summary of geographic locations of the foreign IP addresses?
60.	How many ballots were counted (include geographic locations)? How many ballots were rejected? What were the reasons why ballots were not counted?
61.	Number of UOCAVA voters in each participating county? How many ballots were scanned using the barcode for UOCAVA voters?
<b>Security Requirements</b>	
62.	Voter's privacy must be protected throughout the voting process.
63.	The Offeror must maintain disaster recovery capabilities to ensure the availability of the system within an hour of failure and must describe their current disaster recovery model with a detailed plan to be provided after award.
64.	The Offeror must provide evidence that the proposed system is compliant with NIST 800-53 moderate impact security controls.
65.	The system must be capable of role-based authentication, the assignment of individuals or groups of people to specific roles, and the creation of specific permissions to establish appropriate access levels for each role.
66.	All communication channels used by the system must be secured via end-to-end cryptography. The SOS maintains the right to audit the system and provider to ensure security is maintained; this audit may be requested at any time during the contract. The SOS may elect to conduct the audit themselves or to have a third party conduct such audit.
67.	The system must be hardened from attack using industry recognized security benchmarks or security technical implementation guides from Center for Internet Security, National Security Agency, Defense Information Systems Agency, or a similar source.
68.	The system must be kept up to date with both operating system and application security patches.
69.	The System must use a minimum of two-factor authentication for all administrator level access. All passwords must be stored in an encrypted format.

70.	The System must allow voters to access only the ballot style which they are eligible to vote.
71.	The System must be available 24x7, 99.9% of the time, less mutually agreeable and scheduled maintenance windows; must handle traffic spikes gracefully, and must provide industry standard counter-measures against attacks on availability (e.g. Distributed Denial-of-Service).
72.	The SOS and its designees must have central administration rights and be the only entity with the ability to authorize individuals to use the System.
73.	The System must have an intrusion detection System that alerts the System administrator to the presence of a person or entity that is not approved for access to the System.
74.	The System must prevent the System administrator, System vendor and anyone else with access from having the ability to tally or count the votes from information created and stored by the action of the voter marking the ballot.
75.	The System must prevent or detect a man-in-the-middle attack.
76.	The servers hosting the System must be protected by common industry practices that include firewalls, web application firewalls, 24/7 monitoring, and limited access protected by proper access controls.
77.	All personal identifying information must be protected both while at rest and during transmission via encryption or a substantially similar method. The encryption solution must use FIPS 140-2 validated cryptographic modules.
78.	All system logs must be protected from manipulation in such a way to prevent manipulation and so that any manipulation of the logs can be detected.
79.	All logins to the system must be logged. All changes to the system and records must be logged. These include changes to individual records, large-scale or batch updates, source code, database schemas, system configuration, and access control policies.
80.	The system must be protected by anti-malware protection.
81.	The system must be subjected to vulnerability scans at least weekly and vulnerabilities remediated within 15 minutes of detection. The system must be subjected to penetration tests at least annually, at the discretion of the SOS, and after major system or software changes.
82.	The systems and all state data, including data backups, must reside within data centers located within the United States.
83.	The Offeror must provide a process to notify the SOS within 24 hours of a security breach of the system. The Contractor must fully cooperate with the SOS on any investigation of such incidents and must make available to the SOS detailed information pertaining to the incident.
84.	The Offeror must provide a plan for all employees of the Contractor who have access to the system to receive security awareness training on an annual basis and the Offeror must demonstrate what security awareness training their staff have received or will receive prior to start of this project.
<b>Usability/Accessibility</b>	
85.	The System must meet the following accessibility standards: Web Content Accessibility Guidelines (WCAG) 2.0; and, Section 508 of the U.S. Rehabilitation Act, Web-based Intranet and Internet Information and Applications (1194.22).
86.	The System must be compatible with commercially available off-the-shelf ("COTS") screen readers.
87.	The System must provide a user-friendly voter interface, so that the voting process is intuitive and no previous training for using this voting channel is necessary.
88.	The System must support the use of the most common Internet browsers and operating systems, including but not limited to: IE7 and newer, FireFox 3.5 and newer, and Chrome version 28 and newer.
89.	The System must not allow for a voter to over-vote a contest.
90.	The System must provide a clear warning on the summary screen if a voter is choosing to under-vote a contest.
91.	Voters must select their voting options by directly selecting the candidate instead of using a code or indirect selection method.
92.	The System must provide clear plain language instructions and warning messages.

93.	The System must require a voter to deselect a choice prior to changing their selection in a given race.
<b>Staffing Plan</b>	
94.	The Offeror has provided a qualified Project Manager supported by their Personnel Profile Summaries.
95.	The Offeror has provided a qualified Functional Lead supported by their Personnel Profile Summaries.
96.	The Offeror has provided a qualified Technical Lead supported by their Personnel Profile Summaries.
97.	The Offeror has provided an acceptable Time Commitment for Key Personnel.
98.	The Offeror has provided an acceptable Staffing Plan.
<b>Project Plan</b>	
99.	The Offeror has provided an initial Project Plan (using Microsoft Project), which describes in enough detail to mitigate risk, how the Offeror intends to meet the March 22 and May 6, 2014 Primary Election milestones.
100.	The Offeror has provided an initial Project Plan (using Microsoft Project), which describes in enough detail to mitigate risk, how the Offeror intends to meet the milestones of future Primary and General elections as well as the process for project planning and implementation in the case of Special elections so as to meet those necessary milestones.
101.	The Offeror's Project Assumptions are acceptable to the State.
<b>System Development Plan</b>	
102.	The Offeror proposed SDLC meets the State's expectations.
103.	The Offeror proposed Design and System Configuration plan meets the requirements of this RFP and the State's expectations.
104.	The Offeror proposed Implementation and Testing plan meets the requirements of this RFP and the State's expectations.
105.	The Offeror proposed Documentation and Training plan meets the requirements of this RFP and the State's expectations.
106.	The Offeror proposed System Deployment and Post-Deployment plan meets the requirements of this RFP and the State's expectations.

**Appendix One**  
**Current County Board of Election Systems**

Currently, the SOS doesn't have specific schema requirements for the 88 individual county voter registration systems; nor has a standard been established. However, the SOS is aware that there are currently five voter registration systems being used among the 88 county Boards of Election. Those are: DIMS (ES&S), PowerProfile (ES&S), MegaProfile (ES&S), Triad, and Integrity (Sequoia/Franklin).

**Appendix Two**  
**Current Pertinent Ohio Revised Code (ORC) and Other Regulation References**

Other than the requirements listed within this RFP or requirements attached by reference such as those stated in the Grant Award Agreement, the SOS expects the solution to adhere to the following code citations:

MOVE Act - (42 U.S.C. 1973ff-1)  
Ohio Law – Sec. 3511.02

**Appendix Three  
Grant Award Agreement**

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## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

**2. AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **30 October 2016**, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and as revised (dated 28 September 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## **5. FUNDING LIMITATIONS.**

**5.1.** The Government’s maximum obligation for the term of this Grant is **\$1,856,000.00**. Costs in excess of this amount will not be paid.

**5.2.** The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## **6. PAYMENT.**

**6.1. Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment for the first three months of performance (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

**6.2.** The Recipient may submit subsequent requests for payment no more frequently than quarterly.



**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

<b>FINANCIAL REPORTS</b>	<b>REPORTING PERIOD</b>
<b>Interim Federal Financial Report (SF 425)</b>	31 October 2011 – 31 January 2012
	01 February 2012 – 30 April 2012
	01 May 2012 – 31 July 2012
	01 August 2012 – 31 October 2012
	01 November 2012 – 31 January 2013
	01 February 2013 – 30 April 2013
	01 May 2013 – 31 July 2013
	01 August 2013 – 31 October 2013
	01 November 2013 – 31 January 2014
	01 February 2014 – 30 April 2014
	01 May 2014 – 31 July 2014
	01 August 2014 – 31 October 2014
01 November 2014 – 31 January 2015	
01 February 2015 – 30 April 2015	
01 May 2015 – 31 July 2015	
01 August 2015 – 31 October 2015	
01 November 2015 – 31 January 2016	
01 February 2016 – 30 April 2016	
01 May 2016 – 31 July 2016	
01 August 2016 – 30 October 2016	
<b>Final Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 30 October 2016</b>

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@dhsd.pentagon.mil	(571) 372-2614
Mr. James Schwerman	Administrative Grants Officer	DCMA – Dayton Area C, Building 30 1725 Van Patton Drive Wright-Patterson AFB, OH 45433-5302 James.Schwerman@dema.mil	(513) 684-3958
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 Robin.Burgess@fvap.gov	(703) 588-8119
Mr. Matthew Masterson	Deputy Elections Administrator	Ohio Secretary of State 180 East Broad Street, 16 <sup>th</sup> Floor Columbus, OH 43215-3726 mmasterson@sos.state.oh.us	(614) 728-9132

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “Administration of Grants and Cooperative Agreements With State and Local Governments” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “Cost Principles for State, Local and Indian Tribal Governments” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “Audits of States, Local Governments, and Non-Profit Organizations” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

## **15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

## **16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);

(d) Need to extend the period of availability of funds; and

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

## **18. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. **Applicability:** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.cer.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**19. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

#### SECTION D – REPORT REQUIREMENTS

**Ohio:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

(A) a general, special, primary, or runoff election;

(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and

(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.

20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

**Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

**Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax
- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of applications to FPO/APO/ DPO address
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

**Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?

- What were the reasons why ballots were not counted?

**Automated ballot Duplication**

- Number of UOCAVA voters in each participating county.
- How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- How many ballots counted?

**Help Systems:**

- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

**Outreach Program:**

- Number of voters that sign up to receive the notifications.
- Number of text messages sent
- Number of duplicate text messages sent (text to same individual multiple times)
- Number of emails sent
- How many times were emails sent
- How effective was this outreach in increasing voter participation?
- Were there any responses to emails or texts? If so how many and what were the context of the responses?

Note: Please report the information by each local board of elections jurisdiction in the state.

**Appendix Four**  
**Vendor Information Form (OBM-5657) and OPERS Independent Contractor Form**

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## VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor. Incomplete forms will be returned. The information must be legible. Ensure this is the latest version of the form at [www.ohiosharedservices.ohio.gov](http://www.ohiosharedservices.ohio.gov).

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION (MUST BE COMPLETED)												
<input type="checkbox"/> NEW ( <u>W-9 OR W-9ECI FORM ATTACHED</u> ) <input type="checkbox"/> CHANGE OF CONTACT PERSON/INFORMATON												
<input type="checkbox"/> ADDITIONAL ADDRESS – ( <u>A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED</u> )												
<input type="checkbox"/> CHANGE OF ADDRESS – ( <u>PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER</u> )												
<div style="border: 1px solid black; padding: 5px; min-height: 20px;">           ADDRESS TO BE REPLACED:         </div>												
<input type="checkbox"/> CHANGE OF TIN ( <u>W-9 &amp; A CHANGE OF TIN FORM OR A LETTER OF EXPLANATION FOR THIS CHANGE, WHICH MUST INCLUDE THE NEW &amp; OLD TIN</u> )												
<input type="checkbox"/> CHANGE OF NAME ( <u>W-9 &amp; A CHANGE OF NAME FORM OR A LETTER OF EXPLANATION FOR THIS CHANGE, WHICH MUST INCLUDE THE NEW &amp; OLD NAME</u> )												
<input type="checkbox"/> CHANGE OF PAY TERMS <input type="checkbox"/> CHANGE OF PO DISPATCH METHOD <input type="checkbox"/> OTHER _____												
SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION (MUST BE COMPLETED)												
LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-9ECI FORM)												
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)												
FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN)												
<div style="border: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> <span style="flex-grow: 1;"></span> <table border="1" style="border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table> </div>												
SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS (MUST BE COMPLETED)												
ADDRESS:	COUNTY:											
ADDRESS (CONT.):												
CITY:	STATE:	ZIP CODE:										
SECTION 4 – REMIT TO/ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, INCLUDE A SEPARATE SHEET)												
ADDRESS:	COUNTY:											
ADDRESS (CONT.):												
CITY:	STATE:	ZIP CODE:										

OBM-5657

Rev. 07/08/2013

<b>SECTION 5 – CONTACT INFORMATION OR PERSON TO RECEIVE PURCHASE ORDER</b>		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
<b>SECTION 6 – CONTACT PERSON TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID &amp; PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW – (BUSINESSES ONLY)</b>		
NAME:		
EMAIL:		
TO ADD AN ADDITIONAL OR TO REPLACE THE CURRENT STRATEGIC SOURCING (SS) CONTACT		
<input type="checkbox"/> ADDITIONAL STRATEGIC SOURCING CONTACT <input type="checkbox"/> REPLACE SS CONTACT (WILL BE MARKED INACTIVE)		
NAME:		
EMAIL:		
<b>SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)</b>		
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> NET 90		
<b>SECTION 8 – PURCHASE ORDER DISTRIBUTION—OTHER THAN USPS MAIL (ONLY APPLICABLE TO THOSE RECEIVING POs)</b>		
EMAIL <u>OR</u> FAX:		
<b>SECTION 9 – PLEASE SIGN &amp; DATE (MUST BE COMPLETED)</b>		
PRINT NAME:		
SIGNATURE: (HANDWRITTEN SIGNATURE REQUIRED)		DATE:
<b>SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)</b>		
AGENCY CONTACT NAME/EMAIL/PHONE:		
COMMENTS:		

**Note:** This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

<b>SELECT ONE OF THE FOLLOWING METHODS FOR DOCUMENT SUBMISSION:</b>  <b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a> <b>Fax:</b> 1 (614) 485-1062 <b>Mail:</b> Ohio Shared Services Attn: Vendor Maintenance P.O. Box 182880 Cols., OH 43216-2880	<b>QUESTIONS? PLEASE CONTACT:</b>  <b>Phone:</b> 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781 <b>Website:</b> <a href="http://www.ohiosharedservices.ohio.gov/">www.ohiosharedservices.ohio.gov/</a> <b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a>
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OBM-5657

Rev. 07/08/2013



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4842

Employer Outreach: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## STEP 1: Personal Information

Social Security Number

\_\_\_\_\_

First Name

MI

Last Name

\_\_\_\_\_

## STEP 2: Public Employment Information

Name of Public Employer

\_\_\_\_\_

Employer Contact

First Name

MI

Last Name

\_\_\_\_\_

Employer Code

Employer Contact Phone Number

\_\_\_\_\_

Service Provided to Public Employer

\_\_\_\_\_

\_\_\_\_\_

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date 1/1  
Do not print or type name

**Supplement One  
W-9 Form**

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**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return) \_\_\_\_\_

Business name/disregarded entity name, if different from above \_\_\_\_\_

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 City, state, and ZIP code \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

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 the "Name" line 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**

			-			-			
--	--	--	---	--	--	---	--	--	--

**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:
- 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
  - 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
  - I am a U.S. citizen or other U.S. person (defined below), and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**    Signature of U.S. person ▶ \_\_\_\_\_    Date ▶ \_\_\_\_\_

**General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8832 (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 include 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 payor 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 your 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 exception.
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 181 calendar days. 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 the exemption under paragraph 2 of the first protocol and is relying on this exemption to claim an exemption from tax on his or her scholarship or fellowship income must 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, give the requester the appropriate completed Form W-8 or Form 8833.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, payments made in settlement of payment card and third party network transactions, and certain payments from listing trust operations. 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 requested (see the Part 3 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 dividends) on your tax return after 1993 (only).

Certain payments and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from the person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name of TIN changes for the account, for example, if the grantor of a grantor trust dies.

## 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 other information 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 you use 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 3 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded by an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the last owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, S Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "PT" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on related U.S. 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/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(c), any IRA, or a charitable account under section 408(b)(1) 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
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 514(c)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 684 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	TIN/EN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all-C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of unexcused securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation are reportable on Form 1099-MISC, are not exempt from backup withholding, medical and health care payments, attorney's fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 72(t)(1)(B)(3)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(ii)
- E - A corporation that is a member of the same reported affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(ii)
- F - A dealer in securities, commodities, or derivatives financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity approved at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 514(c)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 684 or described in section 4947(a)(1)
- M - A tax-exempt trust under a section 403(b) plan or section 407(a) plan

**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-issued taxpayer identification number (TIN). 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 26, 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](http://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](http://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 [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-4676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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 LLC entity that files a foreign return must use the appropriate Form W-9.

**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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign when required. In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code guide.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1963.** 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 1963 and broker accounts considered inactive during 1963.** 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 check out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may check 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 rent, royalties, trade (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>1</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor/trustee The actual owner <sup>2</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust (file under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9932 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or school) that receives agricultural program payments	The public entity
14. Grantor trust (file under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> Use the individual name of the person whose number you furnish. If any person provides a common-law partnership, that person's number must be furnished.  
<sup>2</sup> Use the owner's name and furnish the owner's SSN.  
<sup>3</sup> You must give your fiduciary report and you must document your address on 1099 forms for the "Disregarded or disregarded entity" name line. Do not use either your SSN or EIN if you have one of the IRS's strategies you to use your SSN.  
<sup>4</sup> List EINs from the name of the trust, estate, or Department of Agriculture on the Trust or Estate or Disregarded Entity section of the form and file it as appropriate in the instructions. See "Special rules for partnerships" on page 1.  
**Note.** Certain tax-exempt entities may not be eligible to file.

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

**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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Helpline at 1-800-908-4488 or submit Form 14039.

For more information, see Publication 4739, Identity Theft Prevention and Victim Assistance.

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 1-877-777-4770 or TTY/TELE 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4404. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-670-6123 (1-877-438-4336).

Visit [irs.gov](http://irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including other agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine use of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payees must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payee. Certain penalties may also apply for providing false or fraudulent information.

**Supplement Two  
Cost Summary Workbook**

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RFP BA112B Cost Summary Workbook  
 Scope of Work Costs

Scope of Work Costs						
Payment Milestone/Deliverable Component						
Initial Implementation Planning	Contract Start - Dec. 31, 2014 Year 1	Jan. - Dec. 2015 Year 2	Jan. - Dec. 2016 Year 3	Jan. - Dec. 2017 Year 4	Jan. - Dec. 2018 Year 5	Total Costs
<b>Detailed Staffing Plan Costs:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Other Resources						\$0.00
					<b>Total:</b>	\$0.00
<b>Detailed Project Plan Costs:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Other Resources						\$0.00
					<b>Total:</b>	\$0.00
<b>Detailed System Development Plan Costs:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Developer						\$0.00
Other Resources						\$0.00
					<b>Total:</b>	\$0.00
<b>Detailed Testing Plan Costs:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Quality Assurance Specialist						\$0.00
Other Resources						\$0.00

		Total:	\$0.00
<b>Implementation of Development, Testing and Production System Costs:</b>			
Project Manager			\$0.00
Functional/Configuration Lead			\$0.00
Technical Lead			\$0.00
Executive Staff			\$0.00
Developer			\$0.00
Quality Assurance Specialist			\$0.00
Other Resources			\$0.00
		Total:	\$0.00
<b>Delivery, Installation and Testing of All Printer Hardware and Software in All 58 Counties Curb:</b>			
Project Manager			\$0.00
Functional/Configuration Lead			\$0.00
Technical Lead			\$0.00
Executive Staff			\$0.00
Quality Assurance Specialist			\$0.00
Other Resources			\$0.00
		Total:	\$0.00
<b>Total Cost of Hardware, Installation and Five-Year Manufacturer Warranty, Contractor Maintenance and Support:</b>			
		Total:	\$0.00
<b>BOE and Board of Elections Staff Training for Solution:</b>			
Project Manager			\$0.00
Functional/Configuration Lead			\$0.00
Technical Lead			\$0.00
Executive Staff			\$0.00
Training Specialist			\$0.00
Other Resources			\$0.00
		Total:	\$0.00
<b>Development, Implementation, Testing of solution by May 6, 2016 Primary (due prior to March 22, 2016):</b>			
Project Manager			\$0.00
Functional/Configuration Lead			\$0.00
Technical Lead			\$0.00
Executive Staff			\$0.00
Developer			\$0.00
Quality Assurance Specialist			\$0.00
Other Resources			\$0.00

Total:						\$0.00
<b>Development, Implementation, Testing of solution for Initial Primary, General and Special Elections:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Developer						\$0.00
Quality Assurance Specialist						\$0.00
Other Resources						\$0.00
Total:						\$0.00
<b>Reporting Requirements:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Other Resources						\$0.00
Total:						\$0.00
<b>Ongoing Support:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Other Resources						\$0.00
Total:						\$0.00
<b>Performance Bond:</b>						
Cost of Bond						\$0.00
<b>Transition Services:</b>						
Project Manager						\$0.00
Functional/Configuration Lead						\$0.00
Technical Lead						\$0.00
Executive Staff						\$0.00
Other Resources						\$0.00
Total:						\$0.00
<b>Total Not-To-Exceed Fixed Price:</b>						<b>\$0.00</b>
<b>Printed Hardware Costs, Hardware Manufacturer and Model Number Total Cost:</b>						<b>\$0.00</b>
<b>Total Not-To-Exceed Fixed Price (with the "Printed Hardware Costs, Hardware Manufacturer and Model Number Total Cost"):</b>						<b>\$0.00</b>

Payment Schedule		
Development of Staffing, Project, System Development and Testing plans which encompass both the initial implementation of the system for the May 6, 2014 Primary Election as well as for modifications, configuration changes and support of future election cycles	5%	\$0.00
Implementation of Development, Testing and Production Systems for use throughout the Contract	5%	\$0.00
Delivery, installation and Testing of Contractor provided printer hardware and software at all 88 counties including SDS and Board of Elections staff training on the Contractor provided software	20%	\$0.00
Development, Implementation, Testing and Final Acceptance of solution for May 6, 2014 Primary Election	10%	\$0.00
Contractor provided support for successful May 6, 2014 Primary Election utilization of the system	10%	\$0.00
On-going development, pre-election testing and implementation of modifications and configurations for future elections throughout the contract, including election cycle support for successful utilization of the system. This includes the November 2014 General Election and all elections thereafter, until the end of Contract, December 31, 2018.	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00
	5%	\$0.00

DCM Cost Template - Medicaid

RFP DA1120 Cost Summary

Printer Hardware Costs - Okidata C9650 or equivalent:

Printer Hardware Costs					
Hardware and Installation					
Hardware Manufacture and Model Number:	Cost per Printer:		Number of Counties:		Total Cost:
		X	88	X	\$0.00
Installation:	Cost per Site:		Number of Counties:		Total Cost:
Installation Team:		X	88	X	\$0.00
Delivery:		X	88	X	\$0.00
Manufacturer Warranty, Contractor Maintenance and Support	Contract Start - Dec. 31, 2014 Year 1	Jan. - Dec. 2015 Year 2	Jan. - Dec. 2016 Year 3	Jan. - Dec. 2017 Year 4	Jan. - Dec. 2018 Year 5
Cost per Year:	TO BE INCLUDED IN ORIGINAL EQUIPMENT PURCHASE				
Total Cost of Hardware, Installation and Five Year's Manufacturer Warranty, Contractor Maintenance and Support					\$0.00

**FFP 6A123 Cost Summary**  
 (Adding Labor Rates)

Labour Rate Card					
Variable Ratecard					
Activity Name	Hourly Rate Quarter 1 2019 Year 1	Hourly Rate 2nd Quarter 2019 Year 1	Hourly Rate 3rd Quarter 2019 Year 1	Hourly Rate 4th Quarter 2019 Year 1	Hourly Rate 1st Quarter 2020 Year 2
<b>Supporting Products &amp; Services</b>					
Project Director					
Project Manager					
Project Assistant/Office Manager					
Systems Lead					
Analyst					
Project Engineer					
Business Analyst					
Quality Assurance Specialist					
QA Tester					
Product Development Specialist					
Product Management Lead					
Product Manager (Business)					
Product Development Lead					

**END OF RFP 0A1120**