

REQUEST FOR PROPOSALS

RFP NUMBER: 0A02001
DATE ISSUED: June 11, 2001

The State of Ohio, through the Department of Administrative Services, Computer Services Division, on behalf of the Office of Budget and Management (OBM) and the Department of Administrative Services is requesting proposals for:

Change Management Coordinator for the OAKS Project

INQUIRY PERIOD BEGINS: June 11, 2001
INQUIRY PERIOD ENDS: July 3, 2001
OPENING DATE: July 10, 2001
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Department of Administrative Services
Computer Services Division Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

This RFP consists of five (5) Parts and seven (7) Attachments, totaling 46 consecutively numbered pages. One (1) Supplement is also attached to the RFP with a beginning header page and an ending trailer page. These pages are not consecutively numbered. Please verify that you have a complete copy.

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PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (the Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code). The State of Ohio has asked the Department of Administrative Services (DAS) to solicit competitive sealed proposals (Proposals) for change management consulting services for the OAKS project (the Work), and this RFP is in response to that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work.

This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP is for one change management coordinator position. The Contract will be valid from award until June 30, 2002 for up to 2,290 hours. The State may renew the Contract in one-year increments for an additional two fiscal years, with a maximum of 2,500 hours per year. It is the State's intent to renew the Contract for the additional two years. The estimated start date of work is August 1, 2001.

Offerors must propose a fee schedule that does not exceed \$140 per hour in years one and two, and \$150 per hour in year three.

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.

The selected offeror from this RFP will be excluded from responding, as a prime contractor or subcontractor, to future OAKS procurements for the Business Needs Analysis, the Software Integration and Implementation, and the Independent Verification and Validation.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Work phase may result in the State refusing to consider the Proposal of the offeror.

Background.

In August 2000, the State released an RFP to obtain the services of an Executive Project Manager and four Senior Project Managers. The role of the Executive Project Manager is to manage the day-to-day and overall operation of the project and to oversee the activities of all Contractor personnel involved in the project. The Senior Project Managers each manage the project activities associated with one of the five project modules comprising the integrated system. The Senior Project Managers will also oversee the activities of the Contractor personnel whose services may be procured for the OAKS project.

State agencies use the following five main systems for financial, human resources, asset and inventory management, procurement and capital improvement business functions:

- Central Accounting System (CAS);
- Human Resources System (HR2K);
- Fixed Assets Management System (FAMS);
- Procurement System; and
- Capital Improvement Projects Tracking System (CIPTS).

The current systems are outdated, not integrated, inflexible, and at, or near, the end of their useful lives. Many user needs and expectations cannot be met which has prompted the creation of, and plans for more, agency-specific systems. The systems environment creates excessive paperwork, duplication of effort, and the potential for inaccurate information.

OBM and DAS have agreed to proceed with a business needs analysis for an ERP solution which includes the financial, procurement, assets management, capital improvements, and human resources functions of State government. The State intends to implement commercial-off-the-shelf software with little customization; instead, business processes will be modified to reflect best practices. These modifications will affect agency practices, statewide rules, and statute.

Objectives. The objective of this RFP is to acquire a Change Management Coordinator for the OAKS project.

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

The scope of the Work for the Change Management Coordinator includes the following:

1. Assess and document organizational capabilities
2. Create and execute the plan to transition users to OAKS

Offerors are responsible for thoroughly reviewing and understanding the requirements of this RFP. This RFP does NOT seek to acquire consulting services to oversee project change control, which is part of configuration management. The consultant acquired by this RFP will be responsible for promoting and fostering the awareness and acceptance of the OAKS system and corresponding business process changes in all State agencies.

Calendar of Events. The schedule for the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on Acquisition Management's Web site question and answer area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through Acquisition Management's Web site. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events.

Dates:

Firm Dates

RFP Issued:.....June 11, 2001
Inquiry Period Begins:.....June 11,2001
Inquiry Period Ends:.....July 3, 2001 at 8:00 a.m. Eastern Time
Proposal Due Date:.....July 10, 2001 at 11:00 a.m. Eastern Time

Estimated Dates

Issuance of Purchase Order:.... July 27, 2001
Work Begins:..... August 1, 2001

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and 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, seven attachments, and one supplement. The parts, attachments and supplement are listed below:

Parts:

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

Attachments:

Attachment 1	Work Requirements and Special Provisions
Attachment 2	Requirements for Proposals
Attachment 3	General Terms and Conditions
Attachment 4	The Contract
Attachment 5	Cost Summary
Attachment 6	State of Ohio ERP PMO
Attachment 7	Personnel Profile Summary Forms

Supplements:

Supplement 1	W-9 Form
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PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and 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 Proposal process:

Jan Crawford, Acquisition Analyst
30 East Broad Street, 39th Floor
Columbus, Ohio 43266-0409

During the performance of the Work, a State representative or the Executive Project Manager (the "Work Representative") will represent the State and be the primary contact for matters relating to the Work. The Work Representative will be designated in writing after the Contract award.

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

- Access the Acquisition Management Web site at <http://www.acq.state.oh.us/>;
- Select the "Acquisitions Online" menu option;
- Read the notice and click on "I have read the above and agree";
- Select the "Competitive Document" menu option;
- Select the Data Processing/Telecommunications option under the RFP heading;
- Select the "View More Information" option under the corresponding document title and number;
- Select the "Send Question" icon; and
- Complete the electronic mail screen and send.

Responses to inquiries will be made available as described below. Offerors submitting inquiries will not receive a personalized email response.

Inquiries about a specific portion of this RFP must reference 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. The inquiry must contain the name of the prospective offeror's representative who is responsible for the inquiry, the prospective offeror's name, and its representative's business phone number.

Offerors may view inquiries using the following process:

- Access the Acquisition Management Web site at <http://www.acq.state.oh.us/>;
- Select the "Acquisitions Online" menu option;
- Read the notice and click on "I have read the above and agree";
- Select the "Competitive Document" menu option;
- Select the Data Processing/Telecommunications option under the RFP heading;
- Select the "View More Information" option under the corresponding document title and number; and
- Select the "View Q & A" icon to display all inquiries with responses submitted to date.

When an amendment to this RFP is necessary less than five days before the Proposal due date, the State may extend the Proposal due date through an announcement on Acquisition Management's Web site question and answer area for this RFP. Amendment announcements may be provided any time before 5:00 p.m. on the day before Proposals are due. It is the responsibility of each prospective offeror to check for announcements and other current information regarding this RFP.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Proposal Submittal. Each offeror must submit eight (8) complete, sealed, and signed copies of its Proposal, and each Proposal must be clearly marked "RFP# OA02001 Change Management Coordinator for the OAKS Project RFP" on the outside of its envelope.

Proposals are due no later than July 10, 2001 at 11:00 a.m., Eastern Time. Proposals must be submitted to:

Acquisition Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

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, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that 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 different from the inquiry process described in the RFP.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror's Proposal fails to meet any requirement of this RFP. The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the Contract has been awarded.

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

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

Multiple or Alternate Proposals The State welcomes multiple Proposals from a single offeror, but the State requires each such Proposal to be submitted separately from every other Proposal the offeror makes. Additionally, the offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

Amendments to Proposals Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

Amendments to the RFP. If the State decides to revise this RFP before the Proposal due date, amendments will be announced over Acquisition Management's Web site question and answer area for this RFP and will be made available on the Web site to all prospective offerors.

Offerors may view Amendments using the following process:

Access the Acquisition Management Web site at <http://www.acq.state.oh.us>;

Select the "Acquisitions Online" menu option;

Read the notice and click on "I have read the above and agree";

Select the "Competitive Document" menu option;

Select the Data Processing/Telecommunications option under the RFP heading;

Select the "View More Information" option under the corresponding document title and number; and

Select the appropriate "Amendment" icon under the "View Amendments" heading to display an Amendment.

After the submission of Proposals, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after Proposals have been submitted, the State will permit offerors to withdraw their Proposals within ten business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the State makes an amendment after the Proposal due date, the State will tell all offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the State amends the RFP after the Proposal due date, an offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the offeror's Proposal.

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 attachment(s) to this RFP.

The State wants clear and concise Proposals. But offerors should take care to completely answer questions and meet the RFP's requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP. **The State will not be liable for any costs incurred by any offeror in responding to this RFP, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Work. It may also cancel this RFP and contract for the Work through some other process or by issuing another RFP.**

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. The State will also prepare a registry of Proposals containing the name and address of each offeror. The registry will be open for public inspection after the Proposals are opened.

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, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

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

1. The Procurement Representative's Initial Review of all Proposals for Defects;
2. The Evaluation Committee's Evaluation of the Proposals;
3. Request for More Information (Interviews, Presentations, and/or Demonstrations); and
4. Negotiations.

It is within the purview of the evaluation committee to decide whether phases three and four are necessary. The evaluation committee will initially make this decision before the evaluation process begins. But the committee has the right to eliminate or add phases three and/or four or add or remove sub-phases to phases two through four at anytime if the committee believes doing so will improve the evaluation process.

Clarifications & Corrections. During the evaluation process, the Procurement Representative or the evaluation committee may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the Procurement Representative believes doing so does not result in an unfair advantage for the offeror and it is in the State's interests.

Initial Review. The Procurement Representative will review all Proposals for their format and completeness. The Procurement Representative will normally reject any incomplete or incorrectly formatted Proposal, though the Procurement Representative may elect to waive any defects or allow an offeror to submit a correction.

If the Auditor of State does not certify a Proposal due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness.

The Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Procurement Representative will chair.

Committee Review of the Proposals. The evaluation committee will evaluate and numerically score each Proposal that the Procurement Representative has forwarded to it. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the committee has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of other State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to

the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the committee may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation committee will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

Proposal Evaluation Criteria. In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

Candidate Qualifications	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
1. The candidate must have led at least one Change Management effort on a project of similar size and scope to the OAKS project in the past five (5) years.	10	0	5	7	9
2. The candidate has experience in preparing and delivering formal written and oral communications in the past twelve (12) months.	10	0	5	7	9
3. The candidate has experience in process improvement, engineering or reengineering.	10	0	5	7	9
4. The candidate has experience in facilitating consensus or team building.	10	0	5	7	9
5. The candidate has experience with proven process methodologies.	10	0	5	7	9
6. The candidate has experience in training and performance support, and training needs assessments.	10	0	5	7	9
7. The candidate has experience in creating a Change Management Plan.	10	0	5	7	9
8. The candidate has experience working with the public sector.	6	0	5	7	9
9. The candidate has ERP experience.	6	0	5	7	9
10. Change Management Scenario.	10	0	5	7	9
11. Sample Change Management Plan	10	0	5	7	9

Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal will be considered. But it is within the committee's discretion to wait to factor in a Proposal's costs until after any interviews, presentations and discussions are held. Also, before evaluating the technical merits of the Proposals, the committee may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the committee may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest ranking Proposals to move to the next phase. The committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion 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 will normally result in a rejection of that offeror's Proposal. The value assigned above to each criterion 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 any requirement to participate in the Proposal process.

Interviews, Demonstrations, and Presentations. The Proposal evaluation committee may require some offerors to interview with the committee, make a presentation about their Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to clarify its Proposals and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee.

The evaluation committee may record any presentations, demonstrations, and interviews.

The evaluation committee normally will not numerically rank interviews, demonstrations, and presentations. Rather, each committee member may decide to revise his or her existing Proposal evaluations based on the interviews, demonstrations, and/or presentations.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in the Proposal contents attachment. But if the Proposal contents attachment does not make this an express requirement, the evaluation committee may still insist that an offeror submit audited financial statements for the past three years if the committee is concerned that an offeror may not have the financial ability to carry out the Contract.

In evaluating an offeror's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the offeror's financial position is adequate or inadequate. That is, if the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant, depending on the nature of the Work. But if the evaluation committee believes the offeror's financial ability is not adequate, that decision will be a fatal one for the offeror's Proposal, and the committee may reject the Proposal despite its other merits.

Determination of Responsibility. The evaluation committee may review the highest-ranking offerors or its key team members to ensure that they are responsible. The Contract may not be awarded to an offeror that is determined to be not responsible. The evaluation committee's determination of an offeror's responsibility may include the following factors: the offeror's experience, the offeror's past conduct on previous Contracts to include ability to execute previous contracts properly, the offeror's past performance on previous Contracts, and the offeror's management skill. The evaluation committee will make such determination of responsibility based on the offeror's proposal and reference evaluations.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the committee. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's Proposal, as appropriate. Any offeror whose Proposal continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiation revisions to its Proposal based on the amended RFP. But should the evaluation process have resulted in a top-ranked Proposal, the committee 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 committee may then 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.

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 committee will set a date and time for the submission of best and final Proposals by the remaining offeror(s). Best and final Proposals may be submitted only once, unless the committee makes a written determination that it is in the State's interest to conduct additional discussions. In such cases, the committee 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 offeror's immediately previous Proposal will be considered the offeror's best and final Proposal.

It is entirely within the discretion of the committee 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. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the committee wants to negotiate, or to dispense with negotiations entirely.

The evaluation committee generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred offeror's Proposal. If negotiations fail with the preferred offeror, the committee may negotiate with the next offeror in ranking. Alternatively, the committee may decide that it is in the interests of the State to negotiate with all the remaining offerors to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to 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 open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the evaluation committee within five business days. If the evaluation committee accepts the change, the Procurement Representative will give the offeror written notice of the committee's acceptance. 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 and collect on the offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract on July 27, 2001 if the State decides the Contract is in its best interests and has not changed the award date.

The offeror must sign, date, and return two (2) copies of the Contract provided as Attachment Four with its proposal. The selected offeror will receive an executed copy of the Contract. But the Contract will not be binding on the State until the State issues a purchase order and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to have its candidate available to do their part of the Work within five business days after the State issues a purchase order under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It will also 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 attached 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 another attachment 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. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, purchase orders, 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.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS

This section describes the Work and what the people the Contractor supplies must do to get the job done.

Scope of Work. The Contractor must work with the OAKS project team to gain a thorough understanding of the OAKS system. Additionally, the Contractor must perform all necessary research and work with the various State agencies in order to satisfy the following project requirements:

1. Assess and document organizational capabilities
 - Define organizational strengths and weaknesses;
 - Identify stakeholders;
 - Evaluate organizational readiness for change;
 - Identify the potential champions within stakeholders.
2. Create and execute the plan to transition users to OAKS
 - Develop and document strategies for preparing for and implementing the transition to OAKS in a change management plan prepared according to currently accepted best practices within the change management field;
 - Develop and apply relevant metrics for accomplishing the change management plan;
 - Ensure a cultural fit with new processes and systems;
 - Communicate project mission, vision, and strategy to stakeholders and agency liaisons;
 - Coordinate change management plan with training coordinator;
 - Ensure that users have the ability to function in their jobs after OAKS implementation;
 - Represent stakeholder interests to OAKS project management office;
 - Train up to 30 OAKS project team members in change management; and
 - Perform other change management duties as assigned.

Training. Training will be provided at a State facility. The Contractor will be required to schedule the training with the Executive Project Manager or designee. The training will be conducted Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. The Contractor is responsible for developing the content of change management training and/or assisting the State in acquiring any commercially available training materials where advantageous. Any materials that must be reproduced shall be prepared in compliance with the Ohio Revised Code and all applicable federal copyright laws.

The State will bear the cost of reproducing the training materials and handouts for the OAKS project team members and the costs associated with providing handouts (brochures, web site, posters, etc.) to the hundreds or thousands of State agency personnel associated with change management for the project. The State reserves the right to reproduce any materials the Contractor furnishes.

Deliverables: The Contractor must be prepared to provide the required deliverables as requested. Those deliverables include: plans, reports, charts, schedules, white papers, documentation, GANTT charts, diagrams, memoranda, training, etc.

Work Environment. The Contractor will be headquartered at 274 East First Avenue, Suite 200, Columbus. The State will provide the following:

- Phone access, email, voice mail, and Internet access, as needed for the completion of this project;
- Standard office items for the on-site Project Team members (i.e. work area, supplies, furniture, telephone) equivalent to those provided State employees;
- Workstations for Project Team members. Workstations will be configured to meet the requirements to successfully support the project work effort; and
- Subject Matter Experts will be available during core hours (9:00 a.m. to 4:00 p.m.) Monday through Friday, except for State recognized holidays.

The Contractor's Fee Structure. Offerors must propose a fee schedule that does not exceed \$140 per hour in years one and two, and does not exceed \$150 per hour in year three.

The Contractor agrees that hours in excess of an eight-hour day or a forty-hour week will be paid at the hourly rate stated in the Contractor's proposal. Work performed on holidays recognized by the State will also be paid at the hourly rate stated in the Contractor's proposal.

Time Sheets. Time sheets must be submitted for review and approval on the 1st and 15th of each month for the duration of the Contract.

Work Hours & Conditions. Contractor is required to work with staff from all State agencies. The core hours for the OAKS project team members are from 9:00 a.m. to 4:00 p.m., Monday through Friday. It is expected that the selected Contractor will work 40 hours per week. Contractor may have to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays and State holidays.

At the State's discretion, Contractor may be required to travel. The State anticipates that travel will be minimal (less than 5%), entirely within the state of Ohio, and rarely if ever require an overnight stay.

Reimbursable Expenses. None.

Bill to Address. The Contractor must submit invoices in quadruplicate (1 original and 3 copies) for completed services by the first of each month to the bill to address on the purchase order. Contractor's federal tax identification number and purchase order number must appear on all statements and time sheets. One copy of the PRIOR APPROVED time sheets must be submitted with the invoice. The provisions of Ohio Revised Code, Section 126.30 will also apply to any Contract between the parties.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Cover Letter
- Offeror Profile
- Offeror Experience
- Personnel Profile Summaries
- Change Management Scenario Approach
- Sample Change Management Plan
- Contract Performance
- Cost Summary
- Time Commitment
- Interview Commitment Statement
- Conflict of Interest
- Payment Address
- Proof of Insurance
- Signed Contract
- W-9 Form

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

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

Personnel Profile Summaries. The offeror must propose a candidate that meets all the requirements in this RFP, as demonstrated through the personnel profile summary forms provided in Attachment Seven. Additionally, the candidate may have mandatory requirements listed in this RFP that the candidate must meet.

The candidate proposed must meet the mandatory technical experience for the candidate's position and be identified by name. If the candidate does not meet the minimum requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. The various sections of the form are described below.

- a) 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 dates (month and year) of employment must be given for each reference. The candidate must provide a list of professional references that can attest to his/her specific qualifications. The references given should be a person the candidate reported to and not a co-worker.

If fewer than three references are provided, the offeror must include information as to why fewer than three references were provided. The State may disqualify the Proposal if fewer than three references are given.

- b) Education and Training. This section must be completed to list the education and training of the proposed candidate and will 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.
- c) Experience and Qualifications. This section must be completed to show how the candidate meets the experience. For each reference the following information must be provided:

Candidate Name.

Contact Information. The contact name, phone number, company name, and address must be completely filled out. If the primary contact can not be reached, an alternate contact name in the company, address, and phone number must be provided in lieu of the primary contact.

Dates of Employment. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. These dates must be completed by giving a beginning month and year and an ending month and year.

Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors 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. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

Project Experience. 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) Resume. The candidate's resume must follow the completed form and show how the candidate meets the qualifications listed for the position in the RFP.

Change Management Scenario Approach. The OAKS project team will soon meet with agency project representatives. The goal of this initial meeting is to educate, encourage participation, and build buy-in from prospective user agencies. Agency participation in all modules of OAKS is encouraged rather than mandated. However, certain OAKS modules will be mandatory. The offeror for this RFP must provide a proposed agenda for this meeting and an outline of the initial 90 days of work that will ensure that the OAKS change management initiative gets off to a good start.

Sample Change Management Plan. Offeror must provide a sample change management plan that was developed by the proposed candidate, preferably on a project of similar size and scope to the OAKS project.

Contract Performance. The offeror must provide the following information for this section for the past seven years:

- a. Whether the offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
- b. Whether 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). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
- c. Whether 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.
- d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
- e. Whether 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.
- f. Whether 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 in (a) through (f) 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 evaluation committee, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance of the Work, and the best interests of the State.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the cost summary sheet in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal.

Travel and other projected expenses for doing the Work described in this RFP must be included in the hourly rates in the Cost Summary.

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

Time Commitment. Each proposal must include a statement indicating the proposed candidate's time commitment to this project, in terms of a percentage, and time obligations to other projects during the term of the Contract resulting from this RFP.

The evaluation committee may reject any Proposal that commits the proposed candidate to other projects during the term of the Project.

Interview Commitment Statement. Each Proposal must include a statement indicating whether or not the proposed candidate will be available for an interview with the evaluation committee.

Conflict of Interest. Each Proposal must include a statement indicating whether the offeror or any people that may do the Work through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Payment Address. The offeror must give the address to which payments to the offeror will be sent. EFT is available at the option of the Contractor.

Proof of Insurance. In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions.

Signed Contract. The offeror must provide two originally signed Contracts that are provided as an attachment. All other copies of a proposal may contain copies of the Contract. Please indicate on the outside of the binder which proposal contains the original signature.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The RFP and the Contractor's Proposal (Collectively referred to as the "RFP") are a part of this Contract and describe the work (the "Work") the Contractor will do and any materials or services (including all work product) the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor 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 Work and will not amend or alter the scope of the Work.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2004. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current biennium, which is June 30, 2003. The State, however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during the term of this Contract. 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 Contractor must comply with all its obligations under this Contract within the specified time. If the Contractor does not meet those times, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. But the State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the Contractor's failure to meet the delivery dates in the RFP 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 dates effected 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 given the State written notice of the State's failure to meet its obligations, with reasonable specificity, soon after the State's delay has begun and while the State's delay is happening. The extension of the Contractor's performance time will be the Contractor's only remedy for the State's delay.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP 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 all relevant parts of the Work tied to the payment. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. 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 will send all invoices under this Contract to the "bill to" address in the RFP 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 "Code"). That section of the Code currently requires monthly interest payments equal to one 12th of the rate per annum prescribed by Section 5703.47 of the 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 may then deduct the disputed amount from its payment as a non-exclusive remedy. In addition, the State will consult with

the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved.

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 will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive 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.

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

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

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 Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate State agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; 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 have been made available.

Employment Taxes. Each party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, State and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

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

PART TWO: WORK & CONTRACT ADMINISTRATION

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

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

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

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

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

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

The Contractor will keep a separate account for the Work (the "Work Account"). All payments made from the Work Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Work Account.

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

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the Work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus

whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed five business days.

If any audit reveals any material deviation from the Work's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Equal Employment Opportunity. During the Work, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

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

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where the Work will be done.
- (b) The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (c) Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate 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. The certificate must also:

- (a) Provide 30 days' notice to the State before cancellation.
- (b) Have an endorsement providing that the insurance is primary insurance and over any coverage held by the State.
- (c) List the State as an additional insured.

State Personnel. During the term of this Contract and for one year after completion of the Work, the Contractor will not hire or otherwise contract for the services of any State employee involved with the Work.

Replacement Personnel. The quality and professional credentials of the people the Contractor submitted in its Proposal to do the Work were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Work without the prior, written consent of the State, except as provided below.

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

The Contractor must have qualified replacement people available to replace any people listed by name in the RFP. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two replacement people for each person removed or who otherwise becomes unavailable. The Contractor will 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.

However, if the Contractor removes any personnel for any reason other than those specified above, the Contractor will be subject to the following liquidated damages:

- If the Contractor removes the proposed Change Management Coordinator, the Contractor may be assessed liquidated damages in the amount of \$1,120 in years one and two, and \$1,200.00 in year three, for every day the position is vacant.

The State will cooperate with the Contractor and make reasonable efforts to select and approve a proposed replacement according to the process described herein.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, 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 the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work 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 will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for 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, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual doing any part of the Work if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

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 may also terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also 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 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. 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 may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State may also terminate this Contract should that third party fail to release any Work funds. The RFP identifies any third party source of funds for the Work.

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 will immediately cease all Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must detail any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. But, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Work by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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

The State will have the option of suspending rather than terminating the Contract where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the Work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any part of the Work performed. If the State reinstates the Contract 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 amount of compensation due to the Contractor for Work performed before the suspension will be determined 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 costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Work just as is required by

this Section in the case of termination. After suspension of the Contract, the Contractor will perform no Work without the consent of the State and will resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Contract. 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 will not suspend the Contract for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30 day period, 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 will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Representatives The State's representative under this Contract will be the person identified on the RFP or a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports made in the performance of the Work by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Work Representative may assign a manager responsibilities for individual aspects of the Work to act as the Work Representative for those individual portions of the Work, if applicable and appropriate.

The Contractor must designate a Contract Manager as a representative. The Contract Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative.

Work Responsibilities. The State will be responsible for providing only those things expressly identified, if any, in the RFP. 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/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

Normal working hours on State property is Monday through Friday (except for State holidays) from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, with a one hour for lunch. The Contractor must plan to work within these time constraints for any Work that will be done on State property.

If the Work, or parts of it, will be performed on the State's property, the State will provide the Contractor with reasonable access to that property.

The Contractor will provide a written report to the Work Representative at least as often as the end of every other week throughout the term of this Contract, or as otherwise provided in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, State, or Federal agency for the Work.

Changes. The State may make reasonable changes, within the general scope of the Work, in any one or more of the following: (i) Work tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. 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 scope of the Work, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor 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. Within five business days after receiving the Change Order, the Contractor will sign it to signify agreement with it and return it to the State.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State of such 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 relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work as changed.

Where an equitable adjustment to the Contractor's fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, 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 hours of labor will be broken down by employee position, and the actual hourly pay rate for each employee involved in the change must be provided. The total amount of the equitable adjustment for the Change Order will then 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 will then be set based on this amount, plus 15% to cover overhead and profit. Alternatively, if the Contractor's Proposal provides for hourly rates for each position involved in the Change Order, then those rates will apply rather than the actual rates, and there will be no adjustment for benefits, taxes, overhead, or profit. This amount will be the not-to-exceed amount of the Change Order. However, if the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the Work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be 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 anything a subcontractor will do under a Change Order.

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 will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. In the event of any such excusable delay, the dates of performance or of delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking 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 Contractor has no legal control.

Independent Status of the Contractor. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & 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 agrees to 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 interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes 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 expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Work. The Contractor will 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 Work. 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 be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into anything, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees 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) 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 will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

Ownership of Deliverables. All custom Work done by the Contractor and covered by this Contract shall be owned by the State, 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 will provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

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; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

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 (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State.

The warranty regarding professionalism and material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Work or a Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Work or the applicable Deliverable. The Contractor will also 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 agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the a claim. 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 will do one of the following four things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

General Exclusion of Warranties. **THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.**

Indemnity for Property Damage and Bodily Injury. The Contractor will indemnify the State for all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors and occurs without negligence on the part of the State or any of its employees.

Limitation of Liability. **EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE**

KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT WITH RESPECT TO THIRD-PARTY CLAIMS OR JUDGEMENTS AGAINST ONE PARTY RESULTING FROM THE FAULT OR BREACH OF THIS CONTRACT BY THE OTHER PARTY, EACH PARTY'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO TWICE THE VALUE OF THE CONTRACT REGARDLESS OF THE CAUSE, THEORY, OR BASIS FOR SUCH LIABILITY.

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

PART FIVE: CONSTRUCTION

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

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

Amendments - Waiver. No amendment or modification of 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 construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

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 will not be used to interpret any section.

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

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

PART SIX: LAW & COURTS

Compliance with Law. The Contractor agrees to comply with all applicable Federal, State, and local laws in the conduct of the Work.

Drug-Free Workplace. The Contractor will comply with all applicable State and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, 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. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly

permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the Work under this Contract, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

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

ATTACHMENT FOUR: CONTRACT

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE STATE OF OHIO
AND
(CONTRACTOR)**

THIS CONTRACT, which results from CSP#0A02001 entitled Change Management Coordinator for the OAKS Project RFP, is between the State of Ohio, through the Department of Administrative Services, Computer Services Division, on behalf of the State of Ohio (the "State") and _____ (the "Contractor").

The contract consists of this RFP including all attachments, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It will also 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 this one page, which incorporates by reference all the documents identified above. The general terms and conditions for the contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

1. This RFP, CSP# 0A02001 as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

This contract has an effective date of the later of July 27, 2001, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Title: _____
Date: _____

By: _____
Title: DAS Director
Date: _____

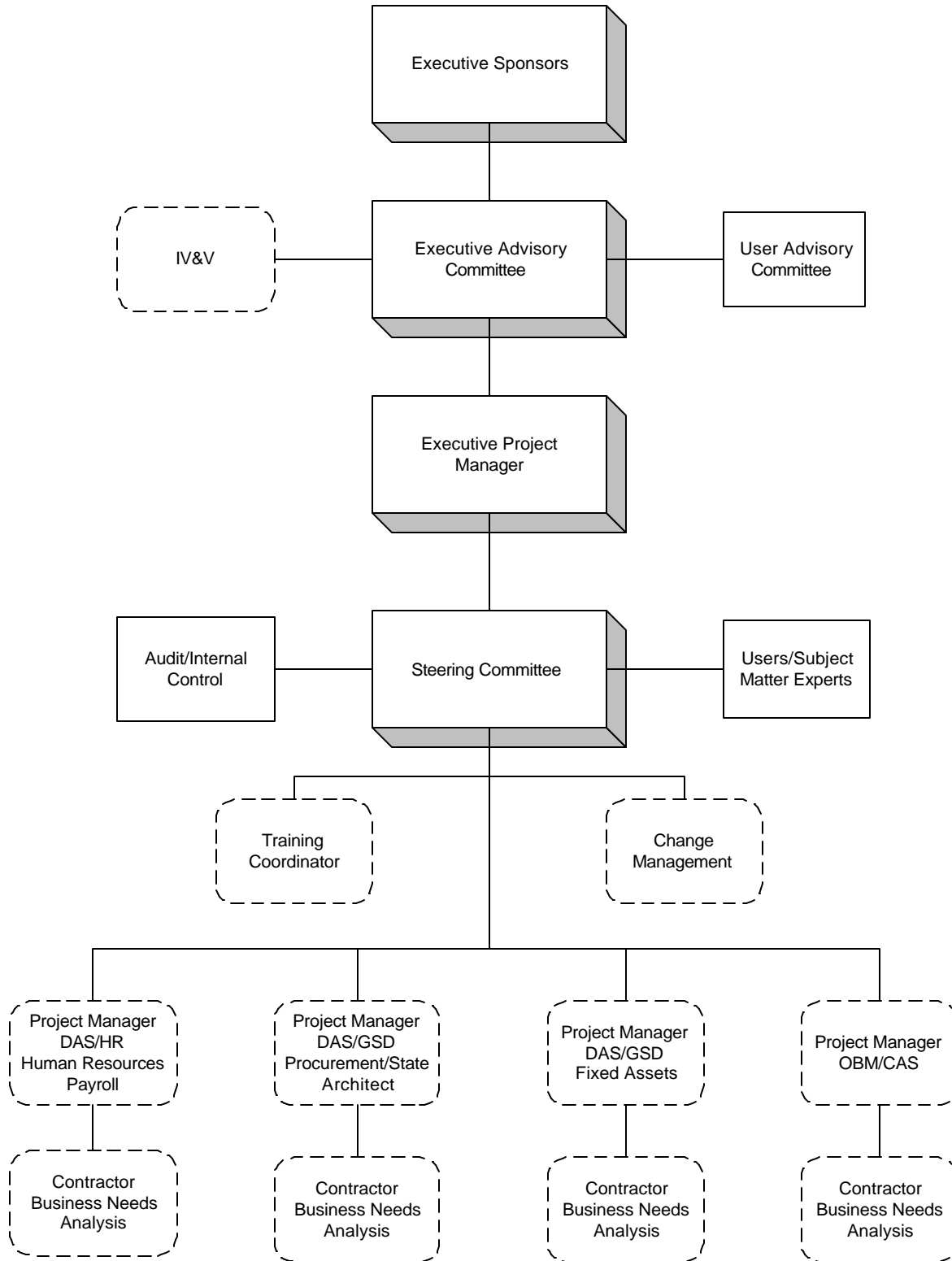
ATTACHMENT FIVE: COST SUMMARY FORM

Offerors may not reformat this form. Each offeror must complete the cost summary in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal. Offerors must indicate the hourly rate and total yearly costs for the candidate for each line item.

Travel and other projected expenses for doing the Work described in this RFP must be included in the hourly rates.

Candidate Name	Period	Hourly Rate	Maximum Hours	Total Yearly Cost
_____	Initial Contract Period (through 6/30/02)	\$ _____	X = 2,290	\$ _____
	Optional Year 2 Renewal Period	\$ _____	X = 2,500	\$ _____
	Optional Year 3 Renewal Period	\$ _____	X = 2,500	\$ _____
TOTAL NOT-TO-EXCEED FIXED PRICE				\$ _____

ATTACHMENT SIX: STATE OF OHIO ERP PMO



ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

The candidate must include three references for which the offeror has successfully provided services on projects that are similar in nature, size and scope to the project proposed. These references must relate to work that was completed within the past five (5) years.

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided by the candidate:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided by the candidate:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided by the candidate:		

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

(Note: Please attach a copy of your resume to this document)

The candidate's name and education & training information must be provided below:

Education and Training

	Months/Years Training	Where Obtained	Degree/Major/Year Earned
College	_____	_____	_____
Technical School	_____	_____	_____
Other Training	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

1. The candidate must have led at least one Change Management effort on a project of similar size and scope to the OAKS project in the past five (5) years.

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of size and scope of project:		
Description of change management services provided by the candidate:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of size and scope of project:		
Description of change management services provided by the candidate:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of size and scope of project:		
Description of change management services provided by the candidate:		

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

2. The candidate has experience in preparing and delivering formal written and oral communications in the past twelve (12) months.

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Did the candidate prepare and deliver formal written and oral communications? Y/N			
Description of written and/or oral communications delivered:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Did the candidate prepare and deliver formal written and oral communications? Y/N			
Description of written and/or oral communications delivered:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Did the candidate prepare and deliver formal written and oral communications? Y/N			
Description of written and/or oral communications delivered:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

3. The candidate has experience in process improvement, engineering or reengineering.

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to process improvement, engineering or reengineering:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to process improvement, engineering or reengineering:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to process improvement, engineering or reengineering:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

4. The candidate has experience in facilitating consensus or team building.

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to facilitating consensus or team building:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to facilitating consensus or team building:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of candidate's role in project:			
Description of services provided related to facilitating consensus or team building:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

5. The candidate has experience with proven process methodologies.

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Description of candidate's role in project:			
Describe the proven process methodology and identify the methodology by name:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Description of candidate's role in project:			
Describe the proven process methodology and identify the methodology by name:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Description of candidate's role in project:			
Describe the proven process methodology and identify the methodology by name:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

6. The candidate has experience in training and performance support, and training needs assessments.

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Describe candidate's role in training and performance support, and training needs assessments:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Describe candidate's role in training and performance support, and training needs assessments:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project:			
Describe candidate's role in training and performance support, and training needs assessments:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

7. The candidate has experience in creating a Change Management Plan.

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Did candidate create a Change Management Plan? Y/N			
Description of organization and changes made:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project em:			
Did candidate create a Change Management Plan? Y/N			
Description of organization and changes made:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Did candidate create a Change Management Plan? Y/N			
Description of organization and changes made:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

8. The candidate has experience working with the public sector.

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of related services provided by the candidate:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of related services provided by the candidate:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of project:			
Description of related services provided by the candidate:			

ATTACHMENT SEVEN: PERSONNEL PROFILE SUMMARY FORMS

9. The candidate has ERP experience.

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of ERP project:			
Name of ERP software implemented:			
Description of candidate's role in project:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of ERP project:			
Name of ERP software implemented:			
Description of candidate's role in project:			

Company:		Contact:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of ERP project:			
Name of ERP software implemented:			
Description of candidate's role in project:			

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement 1

W9 FORM

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
	Business name (Sole proprietors see instructions on page 2.)	
	Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								

OR

Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III 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 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.

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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see **Part III instructions** on page 2.)

Sign Here	Signature ▶	Date ▶
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Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

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

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

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

Sole Proprietor.—You must enter your **individual** name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item **2** of the certification.

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

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish.

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

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