

REQUEST FOR PROPOSALS

RFP NUMBER: CSP901108
INDEX NUMBER: DOH054T
NIGP NUMBER: 961-60

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Health, is requesting proposals for an:

**OHIO BEHAVIORAL RISK FACTOR
SURVEILLANCE SYSTEM (BRFSS)**



RFP ISSUED: May 10, 2007
INQUIRY PERIOD BEGINS: May 10, 2007
INQUIRY PERIOD ENDS: May 25, 2007 @ 8:00 a.m.
PROPOSAL DUE DATE: June 1, 2007 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

**OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395**

This RFP consists of five (5) parts, twelve (12) attachments totaling 58 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Ohio Department of Health (ODH), has asked the Department of Administrative Services (DAS), Office of Procurement Services to solicit Competitive Sealed Proposals (Proposals) for an Ohio Behavioral Risk Factor Surveillance System (BRFSS). This Request for Proposals (RFP) is the result of 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 Services (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 also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be through June 29, 2009. The State may renew this Contract for two (2) additional two (2) year periods; subject to and contingent upon the discretionary decision of the Centers for Disease Control and Prevention (CDC) to award funds for this Contract. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Ohio Department of Health.

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

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

The Ohio Department of Health (ODH) is releasing this Request for Proposal (RFP) in order to secure a Contractor to complete up to 934 BRFSS telephone interviews per month of randomly selected Ohio residents 18 years of age or older using a split-questionnaire design. The Contractor will complete up to 50 Asthma Call-Back telephone interviews per month of adults and/or children who reported a lifetime prevalence of asthma in the BRFSS for themselves and/or a child in the household. A telephone line monitoring system shall be used that allows both the interviewer and the respondent to be heard. A Computer Assisted Telephone Interviewing (CATI) system shall be used and the administration of the questionnaire can be replicated and viewed at another monitor. Systematic monitoring shall be completed by the Contractor for all interviewers at least once every month.

Mission Statement. The ODH's BRFSS mission is: To provide high quality data and analyses, to identify high-risk populations for health behaviors that increase the risk of diseases, adverse physical conditions, and injuries, and to support the evaluation of interventions concerned with the prevention of disease, adverse physical conditions, and injuries in Ohio.

Background. The Ohio Behavioral Risk Factor Surveillance System (BRFSS) is the premier health behavior survey for Ohio. The Ohio BRFSS is primarily funded by the Centers for Disease Control and Prevention (CDC) and has been conducted in Ohio since 1984. The CDC provides the State with financial and technical assistance to conduct the Ohio Behavioral Risk Factor Surveillance System (BRFSS). In Ohio, the ODH uses the BRFSS to collect data (via the telephone) from Ohio residents on individual risk behaviors and preventive health practices related to the leading causes of mortality and morbidity.

The Ohio BRFSS collects and analyses population based data pertaining to risk factors for chronic disease and injuries, e.g., fruit and vegetable consumption, exercise, cigarette smoking. Information pertaining to the prevalence of chronic diseases such as hypertension, diabetes, and heart disease is collected as well. The survey also gathers information regarding access to health care, health insurance, immunizations, domestic violence, and sexual assaults. This data provides a critical first step toward the design of initiatives for prevention and control as well as the means to evaluate these programs.

It is anticipated that over 11,000 health behavior interviews will be conducted among Ohio residents age 18 years and older during Federal Funding Year 2008. Samples of 800 or more shall be taken from Ohio's eight (8) metropolitan/urban counties to maximize the probability of minority inclusion to assure that the sample is reflective of Ohio's diverse population.

Objectives. The purpose of this RFP is to solicit Proposals that fulfill the requirements, performance expectations, and deliverables as outlined in the scope of work (SOW). It shall be the successful Offeror's obligation to ensure that personnel involved with these services are qualified to perform their portions of the Work.

In summary, Offerors are responsible for addressing the following items in their Proposals:

1. A description of the methodologies, processes, and procedures the Contractor will follow to complete the Work.
2. A description of how communication and status review will be conducted between all parties.
3. Technical support to ODH regarding programming of the questionnaires, sample design, data editing and processing, weighting of the data, and analyses of the data.
4. Provide the ODH and the CDC with standard (ASCII) data sets containing responses to the BRFSS split-questionnaires from a representative sample of Ohio residents 18 years of age or older.
5. Provide the ODH and the CDC with a standard (ASCII) data set containing responses to the Asthma Call-Back survey.
6. A detailed Work Plan which includes a narrative description and is represented by a Gantt chart, where appropriate, showing all major work tasks. A description of the software and data program to be developed or modified to meet reporting requirements shall be included.
7. A staffing plan that identifies all material personnel required.
8. A definition of the quality assurance process.
9. Identification of any potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.
10. A contingency plan that shows the ability to add more staff.
11. The Offeror must describe the support it wants from the ODH to accomplish the Work other than what the ODH has offered elsewhere in this RFP.
12. Implementation and transition services.

Calendar of Events. The schedule for the Project is given below, and is subject to change. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make scheduled changes through the RFP addendum process. The State will make changes in the Project 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 through award of the Contract. No contact shall be made with state/program staff until contract award is announced.

Dates:

Firm Dates

RFP Issued:	May 10, 2007
Inquiry Period Begins:	May 10, 2007
Inquiry Period Ends:	May 25, 2007 at 8:00 a.m.
Proposal Due Date:	June 1, 2007 at 1:00 p.m.

Estimated Dates

Contract Start Date: July 1, 2007

NOTE: These dates are subject to change.

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 (Columbus, Ohio local time) that the Proposals are due. Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) parts and twelve (12) attachments. The parts and attachments are listed below.

Parts

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

Attachments

Attachment One	Project Requirements and Special Provisions
Part One	Project Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Form
Attachment Six	Offeror Reference Form
Attachment Seven	Offeror Candidate Form
Attachment Eight	Offeror Performance Form
Attachment Nine	W-9 Form
Attachment Ten	Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization (DMA)
Attachment Eleven	Shipping Labels
Attachment Twelve	Cost Summary Form

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:

Dana L. King, CPPB
Ohio Department of Administrative Services
Office of Procurement Services – Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

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

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 process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select “Find It Fast”.
3. Select “Doc/Bid/Schedule #” as the Type.
4. Enter the RFP Number found on Page 1 of the document.
5. Click “Find It Fast”.
6. On the document information page, click “Submit Inquiry”.
7. On the document inquiry page, complete the required “Personal Information” section by providing:
 - a. First and last name of the prospective Offeror’s representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative’s business phone number.
 - d. Representative’s e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click “Submit”.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select “Find It Fast”.
3. Select “Doc/Bid/Schedule #” as the Type.
4. Enter the RFP Number found on Page 1 of the document.
5. Click “Find It Fast”.
6. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

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

Previous Request for Proposals (RFPs). Requests from potential Offerors for copies of previous RFPs, past Offeror proposals, score sheets or contracts for any potentially related projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs must be submitted by mail, through the State procurement representative. The posted time frames for responses to Internet questions for

RFP clarification do not apply to PRRs. The State does not guarantee that a response to a PRR will be made within the time frames controlling this Proposal, and any failure or delay of the State in responding to the PRR will have no bearing on the deadlines found in this RFP.

Offerors are to base their RFP responses, and the details and costs of their proposed services, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, the State will use its discretion in deciding whether to provide answers as part of this RFP process.

The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

Addenda to the RFP. If the State decides to revise this RFP before the Proposal due date, addenda will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Web site. Addendum announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When the State makes an addendum to the RFP after Proposals have been submitted, the State will permit Offerors to withdraw their Proposals within ten (10) business days after the addendum is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum 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 addendum, as described below.

Whenever the State makes an addendum 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 addendum. 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 addendum 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 Submittal. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal. The Technical Proposal must be submitted as a separate package from the Cost Proposal and each Technical Proposal must be submitted in a separate binder. One (1) completed, sealed, and signed (in blue ink) Proposal package and three (4) copies for a total of four (5) copies of both the Technical and Cost Proposal packages must be submitted, with the original copy marked as such. Each Technical Proposal package must be clearly marked "Ohio Behavioral Risk Factor Surveillance System (BRFSS) – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked

“Ohio Behavioral Risk Factor Surveillance System (BRFSS) – Cost Proposal” on the outside of each Cost Proposal package’s envelope.

The Offeror must also submit, in the sealed package, two (2) complete copies of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2000, or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Confidential information must be submitted on a separate disk marked as such.

Proposals are due no later than the Proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

The State will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. The State recommends that Offerors submit Proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. The State will 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.

ORC Section 9.24 prohibits the State from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this Contract.

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. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

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 ten (10) years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an Offeror. The State will only do so if it believes that it is in the State’s interests and will not cause any material unfairness to other Offerors.

Multiple or Alternate Proposals. The State accepts 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 by reference from another

Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merit.

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

Proposal Instructions. Each Proposal must be organized in an indexed binder, ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

The State wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal. No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

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 an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or 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 prepare a registry of Proposals containing the name and address of each Offeror. That 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 Project through a new RFP or other means.

Evaluation of Proposals Generally. The evaluation process may consist of up to four (4) distinct phases:

1. The procurement representative's initial review of all Proposals for defects.
2. The State's evaluation of the Proposals.
3. Request for more information (interviews, presentations, and/or demonstrations).
4. Negotiations.

The State may decide whether phases three (3) and four (4) are necessary. The State has the right to eliminate or add phases three (3) or four (4) at any time in the evaluation process. The State also may add or remove sub-phases to phases two (2) through four (4) at any time if the State believes doing so will improve the evaluation process.

Reference Checks. The State may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. The State reserves the right to check references other than those provided in the Offeror's Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

Initial Review. The procurement representative will review all Proposals for their format and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may 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.

In addition to the procurement representative, the evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the Work that is the subject of this RFP. Offerors may not contact members of the evaluation committee except at the DAS procurement representative's request. Contacting members of the evaluation committee without DAS permission may result in the rejection of that Offeror's Proposal.

Committee Review of the Proposals. The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined is timely, complete, and properly formatted. 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 State 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 various 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 various 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 how to incorporate the results in the 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. At the sole discretion of the State, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. 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 State may ask an Offeror to correct, revise, or clarify any portion(s) of its Proposal. The State 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 State will rate the Technical Proposals submitted in response to this RFP based on predetermined criteria. If the Offeror meets the mandatory requirements in Table 1, the Offeror's Proposal will be included in the next part of this evaluation phase and numerically scored according to Table 2. The total weight distributions for all criteria will be applied to Table 3.

TABLE 1 – MANDATORY REQUIREMENTS

MANDATORY CONTRACTOR REQUIREMENTS	DOES NOT MEET	MEETS
<ul style="list-style-type: none"> The Offeror confirms capacity and capability, to provide the full scope of services as outlined by the State in its Cover Letter. 	REJECT	
<ul style="list-style-type: none"> The Offeror asserts it has the technical capacity to administer this Project. 	REJECT	
<ul style="list-style-type: none"> The Offeror provides a minimum of two (2) similar client references, for whom the Offeror has successfully provided survey services within the last five (5) years. 	REJECT	
<ul style="list-style-type: none"> The Offeror provides a key contact person, by name, who will be assigned to this Project. 	REJECT	
<ul style="list-style-type: none"> The Offeror has three (3) years of experience and documents previous experience conducting surveys. 	REJECT	

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in the State's interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

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

If the Offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, proposals that ranked lower than the rejected Proposal.

The scale below (0-5) will be used to rate each Proposal response to the RFP on the technical evaluation sections listed in Table 2:

DOES NOT MEET	WEAK	BELOW AVERAGE	MEETS	ABOVE AVERAGE	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

The State will score the Proposals responses by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's total technical score. Representative numerical values are defined as follows:

- **DOES NOT MEET (0):** Response does not comply substantially with requirements or is not provided.
- **WEAK (1):** Response was poor related to meeting the objectives.
- **BELOW AVERAGE (2):** Response indicates the objectives will not be completely met or at a level that will be below average.
- **MEETS (3):** Response generally meets the objectives (or expectations).
- **ABOVE AVERAGE (4):** Response indicates the objectives will be exceeded.
- **STRONG (5):** Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one (1) enhancing feature that provides significant benefits.

TABLE 2 - TECHNICAL EVALUATION CRITERIA

CRITERION	TECHNICAL WEIGHT	SCORE	POINTS
Offeror Capabilities, Flexibility, and Experience			
Cover Letter	5		
Past performance/experience requirements. Contractor Profile Contract Performance Items of critical importance shall include: -Number of employees. -Annualized dollars of payroll. -Number of years doing business. -Number of clients that are state agencies. -Number of years providing telephone interviewing services.	15		
Development Capabilities. Items of critical importance shall include: -Number of employees. -Annualized dollars of payroll. -Number of years doing business. -Number of clients that are state agencies. -Number of years providing telephone interviewing services.	15		
Personnel requirements. Staffing Plan Personnel Profile Summaries Items of critical importance shall consider profiles for each key member of proposed work team and their respective: -Education -Training -Qualifications -Job Descriptions -Personal Resume -Need to increase staff	20		
Proposed activities to meet program requirements. -Work Plan -Deployment of Existing Resources -Impact on Offeror's current volume of Work	30		
Reporting requirements. -Monthly Reports to ODH/CDC -Ability and methodology to provide the required format. -Quality assurance efforts.	14		
Offeror Profile. (Attachment Five – 0 or 5).	1		
Total Technical Points			

Total Technical Score. _____

If the State finds that one (1) or more Proposals should be given further consideration, the State may select one (1) or more of the highest-ranking Proposals to move to the next phase. The State may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

Once the technical merits of a Proposal are considered, the costs of that Proposal will be considered. It is within the State’s discretion to wait to factor in a Proposal’s cost until after any interviews, presentations, demonstrations, or discussions. In addition, before evaluating the technical merits of the Proposals, the State may do an initial review of pricing to determine if any Proposals should be rejected because of excessive cost. The State may reconsider the excessiveness of any Proposal’s pricing at any time in the evaluation process.

Cost Proposal Points. The evaluation committee will calculate the Offeror’s Cost Proposal points after the Offeror’s total technical points are determined. The Offeror’s Cost Proposal Points are calculated using the following formula:

$$\text{Cost Proposal Points} = \frac{\text{Lowest Offeror's Price}}{\text{Offeror's Price}} \times C$$

The value of C is 125 which is 20 percent of the total possible weighted evaluation points (625), based on a technically “strong” score of 500 points.

The values for Technical and Cost Proposal points will be calculated and applied to Table 3.

TABLE 3 – COMBINED EVALUATION SCORES

Criterion	Points
Technical (80%)	
Pricing/Cost (20%)	
Offeror’s Total Score (100%)	

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.

Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the Offeror that include, as a component, the Offeror’s financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still insist that an Offeror submit audited financial statements for up to the past three (3) years if the State 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 State 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. If the State believes the Offeror’s financial ability is not adequate, the State may reject the Proposal despite its other merits.

Determination of Responsibility. The State may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. The State's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. The State will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information the State requests or determines to be relevant.

Clarifications & Corrections. During the evaluation process, the State may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's Proposal being disqualified.

Interviews, Demonstrations, and Presentations. The State may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the State an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, demonstrations, and interviews.

The State normally will not rank interviews, demonstrations, and presentations. Rather, the State may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

Best and Final Offer (BAFO). If best and final Proposals are required, they may be submitted only once; unless the State makes a determination that it is in the State's best interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals shall not be allowed. If an Offeror does not submit a best and final Proposal, the Offeror's previous Proposal shall be considered the Offeror's best and final Proposal.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the State. The selected Offeror(s) are expected to negotiate in good faith.

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the State 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 response 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 negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the State 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.

If the State decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the State will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

It is entirely within the discretion of the State whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The State is free to

limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the State wants to negotiate, and to dispense with negotiations entirely.

The State 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 State may negotiate with the next Offeror in ranking. Alternatively, the State 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 Offeror and submitted to the State within five (5) business days. If the State accepts the change, the State will give the Offeror written notice of the State'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 based on the schedule in the RFP, if the State decides the Services are in its best interests and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign and return the signed Contracts to the State by the due date outlined in this RFP. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, the State will issue an award letter to the selected Contractor. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one (1) to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to commence work within five (5) working days after the Contract is executed. If the State awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work within a reasonable amount of time after Contract award, the State reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Offeror's accepted Proposal, and written, authorized addenda 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 Attachment Three of 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 Offeror's proposal, as amended, clarified, and accepted by the State.
4. The documents and materials incorporated by reference in the Offeror's Proposal.

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

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

This attachment describes the scope of services and outlines the service requirements.

Scope of Work. The Contractor must provide overall management for the services outlined in this Contract and also listed below. The State will provide oversight of these services. The Contractor must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Contractor must utilize qualified personnel that are able to perform the Work required and specified in this RFP. Unless otherwise approved by the ODH Contract Administrator, all work performed and materials used under this contract shall conform to the latest version of all DAS manuals, standards, specifications, statewide special specifications, policies, and procedures, and associated addenda and amendments.

Offerors should respond clearly and completely to all requirements. Offerors should address and definitively describe, in as much detail as possible, the individual roles and obligations of the Contractor, and of applicable subcontractors, to ensure that DAS will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP.

A. Definitions.

1. CATI. Computer Assisted Telephone Interviewing systems manage the sample for each interviewer and collect the respondent's data from the interviewer's direct entry into electronic files.
2. Federal Funding Year. For this Project, the Federal Funding Year is defined as June 30 – June 29 of each year.
3. Ohio's eight (8) metropolitan/urban counties. These include: Cuyahoga, Franklin, Hamilton, Lucas, Mahoning, Montgomery, Stark, and Summit.
4. Sample. A small group selected to represent a larger population.
5. Simple Random Sample. A sample in which every member of the surveillance population has an equal chance of being selected to participate in the survey.

B. General Requirements. The Contractor agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited, any governing body under which the State may operate now or in the future.

The Contractor shall have the capability to complete up to 934 BRFSS telephone interviews per month of randomly selected Ohio residents 18 years of age or older using a split-questionnaire design and up to 50 Asthma Call-Back telephone interviews per month of adults and/or children who reported a lifetime prevalence of asthma in the BRFSS for themselves and/or a child in the household.

The Contractor shall ensure that the number of interviews completed does not exceed the approved amount as directed by ODH and shall reduce or increase the number of samples per quarter to meet the ODH's requirements.

C. Technical Requirements. The Contractor must demonstrate capacity to provide technical support regarding programming of the questionnaires, sample design, data editing and processing, weighting of the data, and analyses of data. Offerors shall address the following items:

1. How the Ohio BRFSS questionnaire will be programmed into a Computer Assisted Telephone Interviewing (CATI) System or similar system.
2. How the collected data will be edited to maximize high quality standards.
3. How the collected data will be processed and delivered to the CDC and ODH.

4. Utilization of a telephone line monitoring system that allows both the interviewer and the respondent to be heard.
5. Utilization of a CATI system and the administration of the questionnaire that can be replicated and viewed at another monitor.
6. Utilization of a monitoring system which is unobtrusive, that is, there is no line noise and persons monitoring are not in the sight of the interviewer.
7. The systematic monitoring of all interviewers at least once every month.
8. Documentation of the results of monitoring and how those results are shared with the interviewer, and saved for use in performance evaluations.
9. Methodologies for providing technical assistance regarding programming of the questionnaires, sample design, data editing and processing, weighting of the data, and analyses of data.
10. Implementation and documentation of quality assurance procedures for interviewing (e.g., response rate) and data management.
11. Conduct a random sample of at least five percent (5%) of interviews completed each month must be verified by conducting an abbreviated interview of at least three (3) questions and to validate respondent selection.
12. Verification call-backs can be discontinued as long as monitoring is done by the Contractor in an optimal fashion (CDC BRFSS Policy Memo 98.2 Interview Monitoring and Verification). Optimal fashion includes all of the following:
 - a. A telephone line monitoring system that allows both the interviewer and the respondent to be heard.
 - b. A CATI system and the administration of the questionnaire can be replicated and viewed at another monitor.
 - c. The monitoring system is unobtrusive, that is, there is no line noise and persons monitoring are not in the sight of the interviewer.
 - d. Monitoring is done systematically for all interviewers at least once every month.
13. Methodology for monitoring, documenting, sharing the information with the interviewers, and saving for use in performance evaluations.

D. BRFSS Interviews.

1. The Contractor shall complete up to 934 BRFSS telephone interviews per month of randomly selected Ohio residents 18 years of age or older using a split-questionnaire and methodology developed by ODH and CDC.
2. The questionnaires will be provided to the Contractor by ODH.
3. To ensure the Contractor is conducting the interviews in compliance with the most current version of CDC's methodology, please refer to the BRFSS *User's Guide* by means of the Internet at www.cdc.gov/brfss.
4. The Contractor shall conduct interviews over the life of the Contract in accordance with a sampling plan and direction provided by the ODH. The sampling plan will be part of the Contract by reference.

E. Asthma Call-Back Interviews.

1. The Contractor shall complete up to 50 Asthma Call-Back telephone interviews per month of adults and/or children who reported a lifetime prevalence of asthma in the BRFSS using the BRFSS/Asthma Survey Adult Questionnaire and the BRFSS/Asthma Survey Child Questionnaire.
2. The questionnaires will be provided by ODH to the Contractor.
3. The Contractor shall conduct interviews over the life of the Contract in accordance with the CDC BRFSS Asthma Follow-Up Guidelines.

F. Reporting.

1. The Contractor shall prepare and submit a weekly report to ODH which contains the number of interviews completed in each stratum.
2. The Contractor shall prepare and submit reports monthly (in ASCII format) that consist of standard data sets containing the results of the telephone interviews. The monthly reports shall be provided by the Contractor to ODH and the CDC. The reports shall contain:
 - a. A standard (ASCII) data sets containing responses to the BRFSS split-questionnaires from a representative sample of Ohio residents 18 years of age or older.
 - b. A standard (ASCII) data sets containing responses to the Asthma Call-Back survey.
3. The Contractor shall perform data entry, check for errors, and validate all entries in preparation for the monthly reports.
4. The data files must contain all telephone numbers and final disposition codes for all completed interviews. Data must be provided in accordance with coding instructions dictated by ODH and CDC.
5. The Contractor shall submit reports electronically to ODH and CDC no later than 30 days from completion of the interviews.
6. The Contractor must submit a technical report within 30 days after the conclusion of this Project. The technical report should address:
 - a. Sample design
 - b. Interviewing procedures
 - c. Data editing and processing
 - d. Demographic distribution
 - e. Number of interviews conducted in each stratum.

G. Contractor Personnel.

1. The Contractor shall provide training, supervision, and monitoring of interviewers to ensure that they are thoroughly familiar with BRFSS and the Asthma Call-Back surveys and are strictly adhering to the protocols developed by CDC while conducting the telephone interviews.
2. The Contractor shall furnish its own support staff as necessary for the satisfactory performance of the Work described and required by this RFP. Unless otherwise specified in the Contract, ODH will not provide any staff, services, or material to the Contractor for the purpose of assisting the Contractor in the performance of the Contract.

H. Project Implementation and Work Plan Projections.

1. A description of how all of the requirements specific to this Project will be implemented.
2. A description of the location and principal office from which the work is to be performed.
3. Identification of the amount of time that key project personnel will be expected to work on the Project.

4. A description of contingency plans for completing the project, should the key project personnel become unavailable for any reason.
5. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.

I. Transition Plans. The Offeror must describe its approach, methods, and specific steps required to pre-stage operations for the transition of services associated with this RFP upon Contract expiration. The State is seeking a response that provides assurance of service continuity during the transition. The Offeror must describe in detail the interaction necessary.

Should the current Contractor fail to win a future Contract award, said current Contractor will be required to fulfill its obligations while assisting the subsequent Contractor during the “transition out” period. The transition out period will occur 90 – 120 calendar days prior to the expiration of the Contract.

J. Agency Communications.

1. The Contractor shall report to and coordinate activities with the ODH’s Chronic Disease and Behavioral Epidemiology Section; Bureau of Health Surveillance, Information and Operational Support; Division of Prevention (Ohio Department of Health; 246 N. High Street, Columbus, Ohio 43215 [Phone: 614-728-9180; FAX: 614-644-1909], as necessary).
2. ODH may, if deemed appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the Work as described in this Scope of Work. Upon such notice and within ten (10) days after receipt of instructions, the Contractor shall comply with such instructions to the satisfaction of ODH. The parties expressly understand that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the Work, described in this document. They are not intended to amend or alter the contract or the Scope of Work. All such instructions and requests shall be communicated through the DAS procurement representative referenced in this RFP.

K. Billing/Payment.

1. The Contractor shall monitor the number of interviews conducted under the Contract and shall not accept an assignment under the Contract if it will cause, or is reasonably likely to cause the total amount paid under the Contract for the Contract period to exceed the maximum allowable compensation for services.
2. Reimbursement for travel will not be an approved expense under the terms of the Contract.
3. The Contractor shall invoice ODH monthly for the Work performed (services). An itemized statement listing the services provided, the dates services were provided and the amount due shall accompany the invoice.
4. ODH will reimburse the Contractor the amount due within 30 days of receipt of a valid invoice. ODH shall return any invalid or incomplete invoice to the Contractor within 15 days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice.

L. ODH Responsibilities. Subject to the provisions of Sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern the Contract, ODH represents:

1. That it has adequate funds to meet its obligation under this agreement and intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period.
2. That it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, the Contractor understands that the availability of funds is contingent on awards granted by CDC. If CDC fails at any time to continue funding ODH for the payment due hereunder, the Contract is terminated as of the date the funding expires without further obligation of ODH or the state of Ohio.

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

The Offeror's Fee Structure. Contractors are to follow state observed holidays and work schedules unless otherwise agreed to between the Contractor and the Agency. The State will not make payment for time charged to vacation, sick leave or other paid leave of absence, holidays, training or staff development of Offeror's personnel or other non-work related activity.

Drug Free Workplace. The Contractor shall comply with all applicable state and federal rules, regulations, and statutes pertaining to a drug free workplace. The Contractor shall make a good faith effort to ensure that all employees of the Contractor do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

Reimbursable Expenses. None.

Bill to Address. Offerors must have a completed, blue ink signed W-9 on file for any address or subsidiary company. If a subsidiary company is involved, Offerors must have an original W-9 for *both* the parent and subsidiary companies.

All Contractor invoices shall be submitted to:

Ohio Department of Health
ATTN: Ohio BRFSS Coordinator
Chronic Disease and Behavioral Epidemiology Section
Bureau of Health Surveillance, Division of Prevention
246 N. High St
Columbus, OH 43215

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Services and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information, point-by-point, in this attachment and throughout the RFP, 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 completed information, chronologically in order, as listed below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Offeror Profile Form
5. Offeror Reference Form
6. Work Plan
7. Support Requirements
8. Conflict of Interest Statement
9. Assumptions
10. Payment Address
11. Proof of Insurance
12. Signed Contract
13. Offeror Performance Form
14. W-9 Form
15. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization (DMA)
16. Cost Summary Form

1. 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 cover letter shall provide an executive summary of the solution the Offeror plans to provide. Offerors shall address each and every mandatory requirement as specified in Part Four, Table 1. Offerors shall discuss the degree of understanding and agreement with goals and objectives of the State. 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, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
- d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
- e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

- 6) A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform work.
- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through l. above.

The selected Offeror shall confirm their willingness to protect the confidentiality of all participating individuals.

- 2. **Certification.** Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the Department of Administrative Services and the Ohio Department of Health. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(insert Company name)* or any of the personnel provided by *(insert Company name)* the Department of Administrative Services or the Ohio Department of Health.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(insert Company name)* with *(insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(insert Company name)*.

If the Offeror's personnel are independent contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the Department of Administrative

Services and the Ohio Department of Health for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

3. Offeror Disclosure of Location of Services and Data. As part of the Proposal, the Offeror must disclose the following:

- a. The location(s) where all services will be performed.
- b. The location(s) where any state data applicable to the Contract will be maintained or made available.
- c. The principal location of business for the contractor and all subcontractors.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without prior written approval of the State.

4. Offeror Profile. The profile must also include the Offeror's legal name, address, telephone number, fax number, e-mail address, home office location, date established, ownership (such as public firm, partnership, or subsidiary), firm leadership (such as corporate officers or partners), number of employees, number of employees engaged in tasks directly related to the Work, and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes an Offeror Profile Form as Attachment Five, which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror shall also provide information on the company's background and corporate organizational chart as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Background experience must clearly indicate that the Offeror has a minimum of five (5) years experience in conducting surveys.

Offerors wishing to have their business status in the state of Ohio taken into consideration must identify the information required on Attachment Five. Offerors identifying the required information regarding their business status in the state of Ohio shall be awarded a score of five (5) points in the Offeror Profile area of the technical criteria in Table 2.

The Offeror must provide the following information for the services the Offeror has provided on survey projects in the past five (5) years:

- a. Whether the Offeror's billed charges to the customer exceeded the amount in the Offeror's Proposal.
- b. Whether any deliverables from the Offeror were completed three (3) months or more from the original proposed completion date.
- c. Whether any deliverables from the Offeror were not paid in full by the customer because the work, in the customer's opinion did not meet minimum Contract requirements.
- d. Whether the Offeror failed to deliver any portion of contracted work.
- e. If the answer to any item a. through d. above is affirmative, the Offeror must provide explanation for each item.

5. Offeror References. The Offeror shall provide a minimum of two (2) similar client references for whom the Offeror has successfully provided similar services within the last five (5) years. Responses should include a detailed description of services provided. The Offeror's clients shall be similar in their nature, size, and scope of services and will be scored accordingly.

This RFP includes an Offeror Reference Form as Attachment Six. Additional pages may be added to allow Offerors the ability to provide complete reference information. Failure to recreate the form accurately to

include all fields, may lead to the rejection of the Offeror's Proposal. Each reference must be willing to discuss the Offeror's performance with the evaluation committee.

The State does not assume that experience referenced previously in Proposals relate to this requirement. Offerors must describe the experience being referenced, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to meet the service deliverables and/or to achieve quality of service objectives. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the State.

- 6. Personnel Profile Summaries.** The Offeror shall provide a Offeror Candidate Form (Attachment Seven) for any key member of the proposed Work Team. The Offeror must use this form and fill it out completely for each Candidate referenced. The form must be completed using typewritten or electronic means. The form may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

All candidate requirements must be provided using the Offeror Candidate Form (See Attachment Seven), specifically addressing the items described below:

- a. Candidate References. If less than two (2) projects are provided, the Offeror must include information as to why less than two (2) projects were provided. The State may disqualify the Proposal if less than two (2) Pprojects are given.
 - b. Resumes must be provided as an attachment to Attachment Seven for each Candidate.
- 7. Work Plan.** The Offeror shall develop and provide as part of the Technical Proposal, a detailed Work Plan with narrative descriptions and Gantt charts (where applicable) which include its approach, methods, and specific work steps to complete the Project requirements. The Offeror must provide a staffing plan that identifies all personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. Items identified shall include the following information:
 - a. A description of the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements with a matrix matching each team member to the staffing requirements in this RFP.
 - b. A description of the software and data program to be developed or modified to meet reporting requirements.
 - c. Gantt charts shall identify all major tasks and shall clearly demonstrate Project implementation and turn-around times.
 - d. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
 - e. A discussion of the Offeror's ability to provide qualified replacement personnel.
 - f. A description of the Offeror's methodology(s), process, and procedures the Offeror's proposed organization(s) would follow to do the Work.
 - g. A definition of the Offeror's quality review process and describe how communication and status review will be conducted between all parties.
 - h. A description of the Work reporting procedures required for the successful completion of the Work.
 - i. A statement and chart that clearly indicate the time commitment of the proposed Work team, including the Work Manager, to this Work and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Work Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Work Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.

- j. The identification of potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

The Offeror must describe its capability, capacity, and plans for developing the Deliverables, as well as describe contingency plans if the primary plan is not able to meet the Work's needs.

8. **Support Requirements.** The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.
 - b. Assistance from State staff and the experience/qualification level required.
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

9. **Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The State 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.

Each Proposal must include a statement indicating whether the Offeror or any people that may 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.

10. **Assumptions.** The Offeror must provide a comprehensive listing of any key assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, or requirements.
11. **Payment Address.** The Offeror must give the address to which payments to the Offeror will be sent. DAS requires thirty (30) day notice to change the "Bill to Address".
12. **Proof of Insurance.** In this section, the Offeror must provide a copy of the certificate of insurance, as issued by the insurer, and required by the General Terms & Conditions of this RFP. The policy may be written on an occurrence or claims made basis.
13. **Signed Contracts.** The Offeror must provide two (2) originally signed, blue ink copies of the included Contract (Attachment Four). The Offeror must complete, sign, and date both copies of the Contract and include it with their Proposal.
14. **Contract Performance.** The Offeror must complete Attachment Eight, Offeror Performance Form.
15. **W-9 Form.** The Offeror must complete the attached W-9 form in its entirety. At least one (1) original W-9 form (Attachment Nine) 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. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies.
16. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization (DMA).** As a result of Ohio Senate Bill 9, applicants seeking certain state issued licenses, public employment or business contracts and funding must fill out new forms indicating that they have not provided financial assistance or support to a terrorist organization. The Offeror must complete a DMA form (see Attachment Ten). The link

to the Homeland Security web-site where you can find the most current U.S. Department of State Terrorist Exclusion List as well as the form in pdf format is as follows:

http://www.homelandsecurity.ohio.gov/dma_terrorist/terrorist_exclusion_list.pdf.

17. Cost Summary. The Cost Summary Form (Attachment Twelve) must be submitted with the Offeror's Proposal.

The Offeror's total cost for the entire Project must be defined for each Deliverable. The total must be represented as the not-to-exceed fixed price. The ODH will not be liable for any costs the Offeror does not identify in its Proposal.

The Offeror must provide documentation for a budget that is cost effective, appropriate, complete and sufficiently justified. The itemized budget shall reflect anticipated costs for completing the Project and providing the deliverables listed in the Scope of Work. (Attachment One, Part One)

All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposal or pricing may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 90 days, starting on the due date for Proposals. The awarded Contractor must hold the accepted prices and/or costs for the entire Contract period. No price change shall be effective without prior written consent from DAS.

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

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

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

Term. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. The first term for this Contract will expire on June 29, 2009. The State however, may renew this Contract 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 renewals during which the Project continues. 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.

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

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion 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 delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Cost Proposal.

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. In no event will payments under this Contract exceed the fixed dollar value amounts 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 the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period.

Payment of the Fee 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 "Revised Code"). That section of the Revised Code currently requires monthly interest payments of one 12th of the annual rate in Section 5703.47 of the Revised Code. If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until 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 Revised 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 Agency Project 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 Revised 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.
- 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 paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and 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 Project, such will be the sole and exclusive responsibility of the Contractor. 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 at a later time.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
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 Project 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. 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 Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor 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. 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 they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions 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. The Contractor will keep all Project-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 Project (the "Project Account"). All payments made from the Project 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 Project 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 Project Account.

Audits. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

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 needed 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 Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project'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, 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. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

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

- a. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

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

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

State Personnel. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

Replacement Personnel. If the Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make 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 Proposal. 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 (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(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 may 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 working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor 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 in the Proposal.

Contract Non-Compliance. A primary goal of the program is to assure that the program receives high quality services from the Contractor. To this end, ODH will work in partnership with the Contractor to meet this goal. The partnership is defined by this Contract and it is important that communication between the Contractor and ODH be open and supportive. Should contract non-compliance be an issue, ODH will make every effort to resolve the problem in the least invasive manner.

- a. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in this Contract may result in the imposition of remedies as explained below in paragraph 2.
 1. The Contractor shall be required to process all purchase orders within the time period specified herein. ODH will monitor compliance.
 2. ODH must be promptly notified of any procedural changes outside the technical requirements listed herein.
- b. Resolution for Contract Non-Compliance. ODH will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract.
 1. For any infractions not immediately remedied by the Contractor, ODH will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction. DAS will apply the provisions of Contract Terms and Conditions to resolve the infraction.

2. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

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 Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. 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 (3) 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 (3) 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 Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

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 on the Project 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 be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. 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 Project 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 Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor 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 on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount 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 Project 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 Project 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 Project rather than termination for cause, the Contractor will not be entitled to any

compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the 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 other 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. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project 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 Project 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 in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

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.

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

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency

Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

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

Changes. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor 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 (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor 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 Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) 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 Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and not-to-exceed amounts 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 work 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 as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party 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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
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 must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best 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, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records 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 Project. 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 Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not 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 safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor 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.

Health Insurance Portability & Accountability Act (HIPAA) Requirements. As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Protected Health Information (PHI) is information received by the Contractor from or on behalf of the State Department of Administrative Services that meets the definition of PHI as defined by HIPAA and the regulations

promulgated by the United States Department of Health & Human Services, specifically 45 C.F.R. 164.501 and any addenda thereto.

HIPAA compliance requires, at minimum, that the Contractor:

1. Shall not use or disclose PHI except as specifically required under the terms of the Contract with the State Department of Administrative Services, or as otherwise required under the HIPAA regulations or other applicable law Contractor shall use the minimum amount of data necessary to accomplish the objectives of the Contract.
2. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement, and shall employ appropriate technical and physical safeguards to protect the integrity and accessibility of the data.
3. Shall promptly report to the State any knowledge of uses or disclosures of PHI that are not in accordance with the Contract or applicable law, and shall report any security incidents relating to the data. In addition, the Contractor shall mitigate any adverse effects of such a breach to the extent possible.
4. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the Contractor and/or the State Department of Administrative Services agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
5. Shall make available to the State Department of Administrative Services such information as the State Department of Administrative Services may require fulfilling its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
6. Shall make PHI available to the State Department of Administrative Services in order for the State Department of Administrative Services to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the State Department of Administrative Services, incorporate any amendments into the information held by the Contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
7. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from the State Department of Administrative Services, or created and received by the Contractor on behalf of the Ohio Department of Administrative Services, to the Ohio Department of Administrative Services and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the State's Department of Administrative Services compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.
8. Shall, upon termination of this Agreement, at the option of the State Department of Administrative Services, return to the State Department of Administrative Services, or destroy, all PHI in its possession, and keep no copies of the information except as requested by the State Department of Administrative Services or required by law.
9. If the Contractor or its agent or subcontractor destroys any PHI, then the contractor will provide the State Department of Administrative Services with documentation evidencing such destruction. Any PHI maintained by the Contractor shall continue to be extended the same as required by HIPAA and the State Department of Administrative Services for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, the State Department of Administrative Services may at its option terminate the Contract according to provisions within the Contract for termination.

Ownership of Deliverables. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, 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. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

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

License in Commercial Material. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

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

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

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

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

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

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

6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
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; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. 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. 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 (1) of the following four (4) 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.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one (1) year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

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

The Contractor's will do the following if any Equipment does not meet the above warranties:

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

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

General Exclusion of Warranties. The State 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. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, 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 give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. 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 take one (1) of the following four (4) actions:

1. Modify the Deliverable so that 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.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

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

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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: 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 change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

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

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

Headings. The headings used herein are for the sole sake of convenience and 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 Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: 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 Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor 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 steps to ensure that such a person does not participate in any action affecting the Work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law.

A. Ethics 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.

In accordance with Executive Order 2007-01S, the Offeror, by signature on this document, certifies:

1. It has reviewed and understands Executive Order 2007-01S.
2. It has reviewed and understands the Ohio ethics and conflict of interest laws.
3. It will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio.

B. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

Equal Employment Opportunity. During the Project, 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.

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**

THIS CONTRACT, which results from RFP No. CSP901108, entitled, Ohio Behavioral Risk Factor Surveillance System (BRFSS), is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Health (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's Proposal, and written, authorized addenda 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 (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general Terms and Conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions 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, clarified, and accepted by the State.
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

This contract has an effective date of the later of July 1, 2007, 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)	<u>Department of Administrative Services</u> (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Hugh Quill</u> (Printed Name)
_____ (Title)	<u>Director, Department of Administrative Services</u> (Title)
_____ (Date)	_____ (Date)

**ATTACHMENT FIVE
OFFEROR PROFILE FORM**

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:	No. of employees located in an Ohio branch:
<p>If the Offeror's home office is located in a state other than Ohio, please indicate the number of employees located in an Ohio branch (if one exists). If none are in Ohio, then so state.</p>		
<p>Additional Background Information:</p>		

**ATTACHMENT SIX
OFFEROR REFERENCE FORM**

Offeror's Name: _____

Two (2) professional references who have received services from the Offeror in the past two (2) years. This Form may be duplicated in order to fully provide the required information for each reference.

Company Name:	Contact Name:
Address:	Phone Number: E-mail:
Beginning Service Date (Month/Year):	Ending Service Date (Month/Year):
Description of related services provided, size, and complexity.	

**ATTACHMENT SEVEN
OFFEROR CANDIDATE FORM**

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

**ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM**

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	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.
	The Offeror has been assessed any penalties in excess of twenty thousand dollars (\$20,000), 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.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

**ATTACHMENT NINE
W-9**

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
+ +
or
Employer identification number
+

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**ATTACHMENT TEN
DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST
ORGANIZATION (DMA) - SAMPLE**



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER ()				

<p>DECLARATION In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code</p> <p>For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.</p> <p>1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

ATTACHMENT ELEVEN
SHIPPING LABELS

ORIGINAL – Cost Proposal

**CSP901108 - Ohio Behavioral Risk Factor Surveillance System (BRFSS)
Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395**

ORIGINAL – Technical Proposal

**CSP901108 - Ohio Behavioral Risk Factor Surveillance System (BRFSS)
Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395**

COPY – Cost Proposal

**CSP901108 - Ohio Behavioral Risk Factor Surveillance System (BRFSS)
Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395**

COPY – Technical Proposal

**CSP901108 - Ohio Behavioral Risk Factor Surveillance System (BRFSS)
Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395**

**ATTACHMENT TWELVE
COST SUMMARY FORM**

Offeror's firm fixed cost.

1. The successful Offeror shall be expected to complete approximately 11,800 interviews per year.
2. Offerors shall indicate the cost breakdowns for staff including indirect costs, equipment and materials to be charged to the Ohio Department of Health.

COST CATEGORY	OFFEROR'S COST
Staff costs including indirect: Project Manager Interviewing Supervisor(s) Telephone Interviewers Others	
Supplies and Materials: Telephone Line Charges/Long Distance Postage/Printing/Equipment and Supplies	
Cost per completed interview: BRFSS Asthma Call-Back	
TOTAL (of all interview types)	

3. Offerors shall provide an attachment to this form which represents a breakdown of all costs related to or referred to in the Proposal (e.g., personnel, materials, and equipment in an Excel spreadsheet format).

NOTE: All pricing shall be reflected in U.S. Dollars.