

Invitation No.: 525-20
 Location: Statewide - Central Office
 Commodity: Advanced Traffic Management Systems
 Pricing: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/525pricing.xls>

REQUEST FOR PROPOSAL (RFP)

State of Ohio, Department of Transportation
 Office of Contract Sales, Purchasing Services
 Jack Marchbanks, Ph. D., Director

Proposal Submission Deadline (Proposal Opening Date):
 June 27, 2019 at 2:00 p.m. eastern time

Submitted by:

Company Name: _____

Federal Tax ID No.: _____

Physical/Mailing Address:	Remit to Payment Address:
Street Address:	
P.O. Box:	
City:	
St:	
Zip:	
Contact Person and Phone Number: (authorized to answer questions about your company's bid)	
E-Mail Address (required): (person who filled out bid)	
E-Mail Address (required): (for notification of future bid opportunities)	

Telephone Number	800 Number	Fax Number

Return Properly Marked, Complete Proposals To:
 Ohio Department of Transportation
 Office of Contract Sales, Purchasing Services, 1st floor
 1980 West Broad St. Mail Stop 4110
 Columbus, OH 43223

**BIDDERS MUST SUBMIT ANY QUESTIONS, CLARIFICATIONS, OR INQUIRIES REGARDING THIS RFP
 VIA THE FOLLOWING WEBSITE:**

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx>

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SECTION I. GENERAL OVERVIEW

Overview

The Ohio Department of Transportation (ODOT) Statewide Advanced Traffic Management System (ATMS) is located in Columbus at the ODOT Central Office and is one of the primary tools of the Traffic Management Center (TMC). The Statewide ATMS helps to manage traffic on Ohio's interstates, freeways, expressways, and state highways in each of the State's major metropolitan areas including Akron/Canton, Cincinnati, Cleveland, Columbus, Dayton/Springfield, and Toledo. ATMS operators can control cameras and post traveler information messages to ODOT's Dynamic Message Signs (DMS), Highway Advisory Radio (HAR), and to the OHGO website, which serves as separate but closely related Traveler Information System (TIS). TMC operators can also act as liaisons between Freeway Service Patrol (FSP) vehicles, ODOT, and various other public agencies that respond to the scenes of vehicle incidents. It also communicates with RWIS Roadside Equipment throughout the state.

ODOT is seeking services to develop and integrate a next generation (NextGen) ATMS based on previous systems engineering that includes a Feasibility Study, Concept of Operations and Requirements Development. The goal is to replace ODOT's current ATMS as well as other ancillary solutions/processes as appropriate. The long-term vision is to integrate one solution that can handle multiple transportation functions to include:

- Communicating with and controlling ODOT's robust network of ITS devices
- Commanding and controlling variable speed limit and Hard Shoulder Running (HSR) corridors based on condition-based system-generated recommendations that can be accepted or modified by the operator
- Generating feeds of road closures and ongoing road activities that can tie into OHGO
- Integrating weather data (RWIS and/or otherwise)
- Displaying high resolution speed data
- Tracking active and planned road closures (e.g., work zones, traffic incidents, special events)
- Managing pre-determined detour routes (i.e., ODOT's Playbook)
- Sending notifications of real-time traffic issues
- Integration with ODOT's Asset and Archiving data, generating reports and performance measures
- Calculating travel times based on speed data feeds
- Decision support system for traffic management and Advanced Transportation and Demand Management (ATDM) initiatives
- Supporting ODOT's Transportation Systems Management and Operations (TSMO) practices, policies and procedures
- Flexibility to grow and meet future needs (e.g., Lane closure permitting, CAD data integrations, Connected and Automated Vehicles)
- Reporting road conditions from a maintenance perspective
- Automatic Vehicle Location (AVL) data
- Integrated Data Warehouse
- Ability to consume multiple integrated data exchange (IDE) sources

This RFP seeks proposals to allow ODOT to engage a single Vendor or Vendor team to deliver a new ATMS that meets existing and future needs of ODOT on behalf of motorists who use the state highway system. The ATMS is a set of information and data gathering systems, data analysis and decision-making systems, and integrated device and personnel engagement tools that exist to improve efficiency and accuracy in detection of traffic changes, understanding their scope and engaging appropriate devices and communications systems to alert on-road travelers, partner emergency responders, and those considering travel.

ODOT desires a strong and flexible working relationship with the chosen Vendor, and the levels of cooperation and coordination that the successful Vendor can demonstrate will be a consideration. It is important that the relationship begin with mutual respect and honesty, and the Vendor continues to be reliable to handle the changes that will inevitably be part of the process of development, integration, operations, and maintenance.

Objectives

The Vendor's obligation is to ensure the work they perform meets the objectives below for delivery of an ATMS, and its operations and maintenance. The successful Vendor will work to meet several State objectives:

- An ATMS solution that clearly demonstrates the capability and resources required to address current operational challenges and dramatically improve the precision and efficiency of Traffic Management activity throughout the state, targeting implementation in 9-12 months.
- The ATMS solution must facilitate through automation in the form of recommendations to the TMC operator, and personal interaction management of all aspects of TMC activity. Activity includes integration of tools, systems, and capabilities that facilitates early detection of traffic disruptions, analysis and understanding of impacts and extent, and engagement of people and systems to provide traveler information and clearance of traffic obstructions. This must be done in accordance with ODOT policies and procedures, local, State and Federal laws, and all Technical and Business Requirements.
- In order to meet ODOT's needs, the ATMS solution must be highly scalable, fully configurable and be implemented using current proven standard technologies and best practices. ODOT will consider only those solutions which satisfy all requirements, both procedural and technical.
- The project described in this Request for Proposal may involve project work done at offsite locations. Any project work involving implementation and support activities required to be completed at ODOT must take place at the ODOT Central Office address shown below:

**Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223**

The proposed system/solution must be fully configurable to meet ODOT's expressed needs, supporting pre-defined business and technical requirements provided in Attachments A and B. Attachments A and B of this RFP must be addressed by the Vendor in its implementation approach. The system must be both scalable to handle required volume as well as flexible to be able to incorporate new and emerging technologies.

ODOT intends to select a Vendor that provides an excellent ATMS solution, based on the Vendor's best value proposal which shall consist of meeting the minimum qualifications, the approach, innovation and/or value-added proposals, qualifications and experience, technical proposal, demonstration/interview, and a cost proposal.

The final selection of the Vendor is entirely within the discretion of the Department and submission of a proposal is considered acknowledgement of this criteria.

Any modules, functions, services, and/or features created and purchased as a result of this procurement by ODOT shall be included in any future deployments, patches, versions, upgrades, etc. at no additional cost to ODOT.

Reports, studies, and files relative to the development of this project are available for viewing at: <ftp://ftp.dot.state.oh.us/pub/Contracts/ATMS/> for reference only. The reference files and reports are not a part of the contract documents. Attachment G Technical Requirements Matrix excel file is also available for download on this site and is a part of the contract documents.

Estimated Milestone Dates for ODOT ATMS RFP	
Date	Selection Process Milestone
May 14, 2019	RFP Released to Public
June 13, 2019	Prebid Meeting/TMC Tour
June 27, 2019	Formal response due back from Vendor/proposer
July 19, 2019	Scoring aggregated and ranking completed / Decision possible at this point
July 19, 2019	Shortlisting if needed, demonstration request if needed
July 26, 2019	Demonstrations begin/interviews considered
August 2, 2019	Final Vendor selected, and results sent to Vendors
August 22, 2019	Contract finalized and signed
August 30, 2019	Purchase Order approved and generated
September 4, 2019	Project Kickoff
June 1 to Aug. 31, 2020	Initial 2 Year Maintenance and Support starts after estimated 9-month to 12-month initial development and launch of ATMS

Contract Duration

Once awarded, the term of the Contract will be from the Notice to Proceed for a period of three (3) calendar years, and any bid must be inclusive of costs to design, implement, and provide any licensing, maintenance and operations support for that contract period. The terms of this contract include design and implementation of the solution, and the remainder of the contract period for operations support and maintenance.

The State may negotiate a renewal to this Contract, up to three (3) times, for two years at a time, subject to approval by the Department and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for the Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Vendor and the needs of the ODOT.

Pre-bid Meeting

A pre-bid meeting will be held at ODOT Central Office, located at 1980 West Broad Street, Columbus, Ohio 43223 on Wednesday, June 13, 2019 at 12:30 pm. The meeting will be followed by an optional tour of the ODOT statewide TMC. Please indicated attendance to the Meeting with the Company and names of attendees to adam.kieffer@dot.ohio.gov no later than Close of

Business Friday, May 31, 2019. Observation of the TMC outside of these hours is available upon request, per availability. However, no questions or discussions of this RFP are permissible at that time.

Tentative Interview and Demonstration

ODOT may require short-listed top three scoring Vendors to attend an interview and demonstration before final recommendation of the contract award at ODOT Central Office, 1980 West Broad Street, Columbus, OH 43223. Evaluation criteria for the presentations will be provided separately to Vendors if a decision is made to conduct interviews. Questions will be based on the proposals and/or demonstrations, if any, prior to the interview.

ROLES AND RESPONSIBILITIES OF ODOT

ODOT Roles and Responsibilities. ODOT will provide oversight for the work, but the Vendor is responsible for and must provide overall work management for the tasks under this Contract, including day-to-day management of its staff. The Vendor must also assist ODOT with coordinating assignments for ODOT staff, if any, involved in the work. Additionally, the Vendor must provide all administrative support for its staff and activities. Throughout the work effort, the Vendor must ensure a comprehensive, Detailed Project Plan is developed, executed, monitored, reported on, and maintained.

ODOT Project Manager. The ODOT Project Manager will be the point of contact for work related matters between the Vendor's Project Manager and ODOT. This contact will provide project management oversight and monitoring of the ODOT implementation work, ensuring implementation is completed as designed and in accordance with the approved Detailed Project Plan. This role will also coordinate with all required internal and other State IT groups needed to assist the Vendor in its implementation ensuring implementation is completed as designed and in accordance with the approved Detailed Project Plan and all relevant ODOT and State of Ohio IT standards, policies, and procedures. The ODOT Project Manager position will be staffed during normal business hours and will include deputies to be named at the time of Notice to Proceed.

ODOT Subject Matter Experts (SMEs). Subject matter experts will participate in implementation related tasks (e.g., requirements affirmation sessions, design sessions, configuration, etc.). It is expected multiple SMEs will be required; ODOT will make the SMEs available as necessary for specific business processes, requirements, testing and other activities.

ROLES AND RESPONSIBILITIES OF VENDOR

The Vendor is asked to propose a Project Team and Project Leadership that will successfully deliver an innovative ATMS as per ODOT requirements while minimizing project risk. In addition, the proposed team must include the following roles and corresponding responsibilities, and meet the minimum qualifications as described below.

Vendor Project Manager

Role: The Vendor Project Manager must provide project management oversight from design through acceptance of the ODOT ATMS solution, operations and maintenance as defined in this RFP.

Responsibilities:

- Communicate proactively and cooperate flexibly with ODOT.
- Create and manage the Detailed Project Plan and schedule.
- Manage Vendor project team members.
- Serve as liaison between ODOT and Vendor resources.
- Initiate quality assurance processes to monitor the project.
- Manage issues and risks.
- Serve as point of escalation for project issues.
- Manage deliverables acceptance process.
- Provide routine communications with the ODOT Project Manager.

Business Analyst

Role: The Business Analyst must provide requirements verification and business process and subject matter expertise for the proposed solution. Vendors may propose a single Functional/Configuration Lead for multiple business areas or modules if desired.

Responsibilities:

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

Technical Lead

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

Responsibilities:

- Lead the technical team in designing the technical architecture to support the proposed ATMS.
- Lead the technical team in tasks for inbound and outbound interfaces, custom development, enhancements, reports, and testing.
- Lead installation and administrative configuration of the proposed System and infrastructure;
- Lead end-to-end technical implementation of the proposed ATMS.
- Serve as central point of communication for all technical matters concerning the application and supporting infrastructure.
- Support the Vendor Project Manager in discussions with ODOT Project Manager and any ODOT technical subject matter expert(s) concerning any solution that involves ODOT IT staff.

Training Lead

Role: The Training Lead is responsible for planning and leading the design, development, and implementation of the ATMS training program for ODOT.

Responsibilities:

- Must follow deliverable schedules for ODOT project.
- Must have thorough understanding of the functional and technical requirements of the System.
- Must have thorough understanding of the workflow process of the System at every tier.
- Perform training needs analysis to determine the best method of delivery.

- Develop and maintain training curriculum and associated training materials.
- Evaluate participants at every level to determine appropriate training solution.
- Lead the implementation of the Training Plan as outlined in the ODOT approved System Implementation Plan.

Vendor Project Team Staffing Plan and Time Commitment. The Vendor must provide a Staffing Plan that identifies all the personnel by position that the Vendor proposes and that are required to perform the work. The staffing plan must clearly show everyone's responsibilities on the work. ODOT also requires a staffing plan that matches the proposed key personnel (and their qualifications) to the work activities and tasks. In addition, the Staffing Plan must include:

- A matrix matching each team member to the staffing requirements in the RFP.
- Processes to be used to replace team members in a timely fashion, without adversely affecting design, testing, implementation, maintenance, or other support activities.
- A contingency strategy that shows the ability to add supplemental staff if needed to ensure meeting the work's due date(s), including any additional personnel for each staff position that the Vendor wishes to identify.
- The number of people proposed onsite at ODOT location at any given time to allow ODOT to plan for appropriate workspace and any specific needs to access information and/or personnel.
- A chart that clearly indicates time commitment of the proposed Project Manager and the Vendor's proposed team members including key work personnel for this work during each phase of the Vendor's proposed Project Plan.

Work Management Methodology. The Vendor must fully describe its work management methodology including: the work scope and objectives, high-level implementation schedule, implementation approach and methodology, work products aligned to implementation schedule, staffing plan, assumptions, as well as approach to work/project management and reporting. The implementation approach and methodology strategy should include, at a minimum:

- **Work Management Approach.** The Vendor must fully describe its approach to work management and how it will meet the requirements and provide the deliverables for the work as set forth in this RFP.
- **Requirements Verification and Documentation.** The Vendor must fully describe how it will affirm and validate the requirements identified for the work and identify other potential requirements that should be included in the design. If other potential requirements are suggested, the Vendor must also document how these new requirements will impact the requirements provided in Attachments A and B.
- **Design and Development of Customized Functionality.** The Vendor must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The Vendor must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, etc. At a minimum, the Vendor's design approach must include the following design and development phase activities:
 - High-Level,
 - Detail,
 - Documentation & Testing, and
 - Approval.

- Additionally, the Vendor must describe the Vendor's configuration and development approach, methods, tools, and techniques for completing the development process. Of importance are the Vendor's testing strategies for unit, system, performance, volume and regression testing.

Project Plan. ODOT encourages responses that demonstrate a thorough understanding of the nature of the work and what the Vendor must do to get the work done properly, including the approach the Vendor will take to successfully achieve the Service Levels as well as the desired approach to annual maintenance, upgrades, or new feature and customization builds/deployments. To this end, the Vendor must submit a Project Plan that the Vendor will use to create a consistent and coherent management plan for the work, as part of this Request for Proposal. The plan must include detail enough to give ODOT an understanding of how the Vendor's knowledge and approach will:

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

Assumptions. The Vendor must list all assumptions the Vendor made in preparing the Proposal. If any assumption is unacceptable to ODOT, ODOT may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

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

- Nature and extent of ODOT support required in terms of staff roles, percentage of time available;
- Assistance from ODOT staff and the experience and qualification levels required; and
- Other support requirements, such as access to certain systems, etc.

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

OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Vendor under this contract shall be owned ODOT. The Vendor may not release any materials without the written approval of ODOT. Ownership of all pre-existing intellectual property and any derivatives of said intellectual property of Vendor and Vendor's licensors shall remain with Vendor. Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

SECTION II. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Scope of Work: The following list contains the proposed phases, or project activities for the work once a Vendor is selected and a contract is awarded, signed, and Notice to Proceed is given.

1. Project Initiation
2. Requirements Verification and Solution Approach
3. Configuration Management
4. Design and Development of Customized Functionality
5. User Acceptance Test (UAT), Remediation, and Configuration Acceptance
6. Conversion of Legacy Data
7. Integration of Data
8. Implementation, Rollout and Acceptance
9. Training
10. Post-Implementation Support

Project Initiation

The Vendor must provide a description of all project standards, methodologies, tools, personnel, and other resources based on acceptable project management best practices described in the proposal for approval by ODOT.

Kickoff Meeting and Detailed Project Plan. Upon Contract Award and within ten (10) business days after receipt of a purchase order from ODOT (which shall serve as the Notice to Proceed), the Vendor shall hold a Kickoff Meeting and provide an updated Detailed Project Plan that specifies tasks, responsibilities and details to successfully implement the proposed System for ODOT as well as formally address all internal process, working space, supplies and supporting administration requirements associated with the project. The Vendor shall provide a meeting agenda to the ODOT Project Manager at least two (2) business days in advance of the Kickoff Meeting for ODOT review and approval. The Project Manager and other key Vendor staff must be onsite at ODOT for the Kickoff Meeting.

The Vendor must also present and confirm the high-level scope of work and planned phases according to what is identified in the RFP. This must include the scope of programs, functions and features the implementation of the system intends to achieve.

Tasks outlined in the Detailed Project Plan should include a schedule of milestone/completion dates, which will correspond to payment dates. Payments correspond to task sign off and completion.

Included with the updated Detailed Project Plan required at initiation, the Vendor must provide the following for ODOT review and approval:

- Finalized project Staffing Plan with staffing requirements and resources identified
- Finalization of the proposed Communication Plan
- Finalization of the proposed Change Control Process for the Project
- Finalization of the proposed Document Control Methodology
- Finalization of the proposed Risk Management Plan

- Finalization of the proposed Issue/Resolution Plan

To facilitate ODOT review of the documents listed above and any subsequent revisions that may be necessary, the Vendor shall include a comment resolution table (in Microsoft Word or Excel format) with each of the above documents.

The Vendor must also update the Detailed Project Plan with more information throughout subsequent project phases and activities to address at a minimum the following subjects:

- Requirements Verification
- User Configuration Management
- System Design
- Training
- Testing (to include all test scripts and data required to test to the lowest level)
- System Implementation, including Backup/Disaster Recovery and Business Continuity
- Post Implementation Support

Milestone Delivery Due Dates: The Milestones as outlined in Vendor's Detailed Project Plan, Deliverable 1, are deliverable based and in the event the Milestones are not being met the purpose of the Contract and usefulness to the users. Vendor shall use all reasonable endeavors to provide the relevant Deliverable to the State within 5 business days of the relevant Milestone; Vendor shall at no additional cost to the State, allocate additional or re-allocate existing resources and personnel in order to provide the relevant Deliverable within such five day period; State may without liability withhold payment in respect of any invoice issued in respect of services relating to a Deliverable if such deliverable is not provided within the period referred to in the Detailed Project Plan; and the State may terminate this Contract by written notice to Vendor if Vendor does not provide the Deliverable for a Milestone within fourteen (14) days of such Milestone. In the event the Vendor does not meet a Milestone due to an act or omission of the State, the Vendor shall use reasonable endeavors to provide the relevant Deliverable to the State within five days of the relevant Milestone and in any event will collaborate with the State to deliver the Deliverable within such other reasonable time as the State may request. This clause will not affect the Vendor's obligations to meet Milestones other than the particular Milestone at issue.

Meeting Attendance and Reporting Requirements. The Vendor's project management approach for the work must adhere to the following project meeting and reporting requirements:

- All formal meetings will require meeting minutes to be published which identifies who was invited to the meeting, who attended the meeting, outlines topics covered, decisions made, and action items assigned to individuals during the meeting. These meeting minutes will need to be distributed within 1 business day of the meeting with formal approval based on review/feedback from ODOT Project Manager.
- Immediate Reporting – The Vendor Project Manager or a designee must immediately report any project team staffing changes to the ODOT Project Manager.
- Attend Weekly Status Meetings – The Vendor Project Manager and other key project team members must attend weekly status meetings with the ODOT Project Manager and other members of ODOT's project team as deemed necessary to discuss project status, activities and issues. These weekly meetings must follow an agreed upon agenda and allow the Vendor and ODOT to discuss any issues that concern each other. The Project Manager must attend weekly status meeting on site once a month for the project duration, unless ODOT otherwise states. The Vendor may request on-site meeting attendance by the Vendor and the Vendor may

attend on-site at Vendor discretion when not required, if it facilitates improvement of the process.

- Provide Weekly Status Reports – The Vendor Project Manager must provide written status reports to the ODOT Project Manager at least one (1) full ODOT business day before each weekly status meeting. At a minimum, weekly status reports must contain:
 - Updated project schedule, along with a copy of the updated corresponding Detailed Project Plan document (e.g., Microsoft Project) on electronic media acceptable to ODOT
 - Status of currently planned tasks, specifically identifying:
 - Tasks behind schedule (and a recommended resolution plan to return to the planned schedule/status of resolution plan if already in place)
 - Tasks in imminent danger of falling behind schedule (and a recommended action plan to keep them on schedule/status of action plan if already in place)
 - Any other Issues encountered, proposed resolutions, and actual resolutions
 - The results of any tests
 - A Problem Tracking Report must be attached
 - Anticipated tasks to be completed in the next week
 - Task and Deliverable status table, with percentage of completion and time ahead or behind schedule for tasks and milestones
 - Proposed changes to the work breakdown structure and work schedule, if any
 - Identification of Vendor staff assigned to specific activities
 - Planned absence of key Vendor staff and their expected return date
 - Modification of any known staffing

The Vendor's proposed format and level of detail for the status report is subject to ODOT's approval.

- Prepare Quarterly Status Reports - During the project, the Vendor must submit a written quarterly status report to the ODOT Project Manager by the fifth business day following the end of each quarter, beginning at Notice to Proceed. At a minimum, quarterly status reports must contain the following:
 - A description of the overall completion status of the work in terms of the approved Detailed Project Plan (schedule and cost, if applicable)
 - Updated work breakdown structure and work schedule
 - The plans for activities scheduled for the next quarter
 - The status of all deliverables, with percentage of completion
 - Time ahead or behind schedule for applicable tasks
 - A risk analysis of actual and perceived problems
 - Testing status and test results
 - Proposed Strategic changes to the Detailed Project Plan

Vendor Deliverables:

1. Project Initiation, Kickoff Meeting and on-going Project Status Meetings/and associated reports
2. Detailed Project Plan, including:
 - Communication Plan
 - Staffing Plan
 - Change Control Process
 - Document Control Methodology
 - Risk Management Plan

- Issue / Resolution Plan
- Updated, Detailed Work Plan

Note: All documentation, manuals and other applicable project papers must be provided in hard copy format as well as electronic format. Electronic project papers and documentation must be provided as Microsoft Office application files and will need to be stored in an internal ODOT SharePoint that is accessible to both ODOT and Vendor project team members

ODOT Responsibilities:

1. Provide information from ODOT staff as appropriate.
2. Provide necessary workspace and supplies as identified in the Vendor's Proposal and as agreed to by ODOT.
3. Review and approval of the updated Detailed Project Plan.

Requirements Verification and Solution Approach

The Vendor must identify functionality, processes, and tools that may be required in the system design that will enable the Vendor to successfully implement their hosted solution that meets the identified requirements of this RFP. Any additional functionality, processes, and tools identified / recommended and not included in the Vendor's accepted Proposal, must be reviewed and may be accepted by ODOT through the Change Control Process as mutually agreed to by the Vendor and ODOT.

The requirements verification activities completed through the Contract must include mutually agreeable meeting times between the ODOT SMEs and the Vendor's project team to affirm and detail all requirements. This effort should include conducting discovery sessions focused on the following:

- Review ODOT's current process and technology for currently handling existing facilities management and equipment management functions.
- Confirm deficiencies, problem areas and root causes (if known).
- Review and explore details from the current business and technical requirements.
- Update how the base and configured product can deliver each individual requirement based on what was proposed in the initial proposal response.
- Document required customization and modifications to meet agreed upon system requirements.
- Identify high-level changes that will need to be done from a business workflow or process perspective to address problem areas.
- Provide detailed demonstration of the proposed application/modules using out of the box features. and/or mockups to show how the proposed solution would operate in support of key processes.
- Provide tailored Test Strategy which identifies the type of testing that will need to be done to ensure delivered functionality operates as expected as well as how it will be handled.
- Provide tailored Change Management Strategy to guide ODOT in properly implementing the proposed solution.
- Provide tailored Training Strategy identifying recommended approach to properly train ODOT and internal IT support staff in operation and support of required application/modules.

In support of the solution approach, the Vendor will also need to create documentation on the proposed technical environment which would include the following components:

- Overview of the proposed system technical environment and infrastructure for the project, including software and hardware upgrade/enhancement methodology
- Database structure, and data upload and download and access methodology for system integration
- Initial capacity / configuration considerations
- Security and system access environment

Vendor Deliverables:

1. Discovery Document
2. Requirements Verification Document
3. Solution Approach Document & Demo
4. Technical Environment Document
5. Test Strategy
6. Change Management Strategy
7. Training Strategy

ODOT Responsibilities:

1. Provide information from ODOT staff as appropriate.
2. Review and approve all Vendor deliverables.

Configuration Management

The Vendor must properly configure the base version of the solution application/modules which would include the following:

- Install base version of application/modules
- Build out configurations needed to ensure software works in accordance with requirements
- Implement workflow and business rule process frequencies (e.g., alerts, approvals, deadlines, staff routing).
- User/Role management at the various levels
- User preferences
- Provide recommendations on process and forms changes to match what is needed by the system including tracking of interfaces and dependencies so that as changes occur, other ATMS components are not disrupted

Vendor Deliverables:

1. Install base version and configured application/modules with sample ODOT data
2. Workflow/forms solution

ODOT Responsibilities:

1. Provide information from ODOT staff as appropriate.
2. Review and approve functions and capabilities of initial configured application/modules
3. Review and approve business process and forms changes

Design and Development of Customized Functionality

The Vendor must complete the following design and development activities and tasks for those features that cannot be delivered as part of base and configurable version of the application/modules to meet defined requirements:

- Complete required modifications to meet the agreed upon system requirements as documented and approved during Requirements Verification, including;
 - Data construction, including data structure, data acquisition, importing, cleansing, updating, and validation;
 - Application user and system software functionality and processes
 - Reporting and analysis functionality and processes
 - Hardware and software environment considerations
 - System security and access
 - Develop system test and user acceptance test scripts
 - System administrative, operations, training and support of the customized functionality, including identification of Vendor provided post-implementation support, backup/disaster recovery and business continuity plans; and
 - Appropriate design/development documentation
- Provide all necessary hardware and software to support the development, test, training and production environments which would include all necessary software upgrades to the hosted environment as appropriate; and
- Conduct appropriate system, stress, integration testing of the software solution and hosted-environment with a mutually agreed to volume of data, number of users and user application activities.

Vendor Deliverables:

1. Completion, update and delivery of all Design and Development Documentation.
2. Completion of identified modification to the solution features to provide or exceed the system requirements identified in the RFP, Supplement and the Requirements Verification phase.
3. System Test documentation that identifies and establishes that appropriate functionality has been successfully completed and that the solution data and functionality is working as designed to meet the requirements identified.
4. Test scripts that will be executed
5. Certification that the functionality as designed and developed follows ODOT and federal guidelines.
6. Certification letter stating that all solution system, stress and integration testing has been completed successfully with acceptance by ODOT.

ODOT Responsibilities:

1. Provide information from ODOT staff as appropriate.
2. Review all appropriate Design, Development, System Documentation, test scripts and approval.
3. Review all system, stress and integration test results.

User Acceptance Test (UAT)

The Vendor will be primarily responsible for UAT with support from ODOT, creating a plan that covers, at a minimum:

- Documentation of UAT cases, scripts, procedures, timelines and processes
- UAT Training of designated testing staff before the actual UAT begins
- Scope of the tests and expected outcomes for both software functionality and manual procedures
- Methods for reporting, reviewing, and correcting discrepancies identified during UAT.

Monitor and Support the UAT Processes. ODOT will monitor and support the UAT process. During UAT, staff trained by the Vendor must use the system to test the system functionality. The Vendor must support this effort in the following ways:

- Provide full time, on-site Vendor staff to assist ODOT staff for the first two weeks of the UAT and have these specialists on-call throughout the duration of UAT
- Work with ODOT staff to operate the system

Log, Track and Resolve System and Database Problems (Remediation). ODOT will track all defects throughout UAT and work with the Vendor in getting repairs completed and retested.

Vendor Deliverables:

1. Prepare a draft comprehensive UAT Plan for review and approval by ODOT; prepare a final UAT plan which reflects ODOT comments
2. Build out all required (UAT) Documentation and support processes/procedure
3. Conduct UAT/testing training of ODOT staff that will be conducting UAT testing (not formal end user training)
4. Assist ODOT in staging the required data needed to support UAT
5. Resolution of fixes to address defined defects

ODOT Responsibilities:

1. Provide internal staffing needed to participate in UAT

Conversion of Legacy Data

Vendor will be responsible for converting data from legacy systems into application/modules with assistance from ODOT.

Vendor Deliverables:

1. Document approach for how to handle conversion of legacy data
2. Build out and execute testing strategy as well as test cases for data migration testing
3. Convert legacy data and import into supporting database for application/modules
4. Build out any required conversion testing process
5. Build out formal production data conversion process

ODOT Responsibilities:

1. Work with Vendor in mapping of legacy to target data fields; provide information necessary to support Vendor's approach for converting legacy data
2. Arrange for an extract of the data from legacy systems using prescribed security transfer protocols
3. Review and approve formal data conversion testing and production conversion processes
4. Review and approve results of data conversion

Integration of Data

Vendor will be responsible for integrating data from ODOT and third-party systems, with assistance from ODOT.

Vendor Deliverables:

1. Document approach for how to handle data integration (e.g. ODOT GIS, Inrix, IDEs)
2. Build out and execute testing strategy as well as test cases for testing
3. Build out any required integration testing process
4. Build out formal data integration process and update/refresh processes

ODOT Responsibilities:

1. Work with Vendor to identify data integration needs
2. Review and approve formal data integration plans and processes
3. Review and approve results of data integration processes

Implementation, Rollout and Acceptance.

The Vendor must provide a comprehensive implementation and acceptance plan including the planned deployment, installation and implementation approach. Note: ODOT reserves the right to negotiate ownership of custom software at a later date.

Vendor Deliverables:

1. Develop Implementation Plan
2. Develop Business Continuity Plan
3. Develop Backup/Disaster Recovery Plan
4. Perform implementation of system to production
5. Perform system acceptance testing in production
6. Develop Certification letter indicating that the application/modules and data structure environment has been implemented.
7. The Vendor must organize and turn over to ODOT, in an electronic form, all files, documents and other work artifacts produced for use by ODOT internal staff or ODOT partners within 90 days after system acceptance.

ODOT Responsibilities:

1. Provide access to ODOT staff as appropriate.
2. Review and provide comments on draft version of Implementation Plan, Business Continuity Plan and Backup/Disaster Plan; provide final review/approval of revised plans.

Training

Vendor will be responsible for formal end user training and materials.

Vendor Deliverables:

1. Document approach to training
2. Develop curriculum and training materials
3. Develop training schedule with ODOT
4. Develop onboarding training process for new staff / operators
5. Conduct formal end user training sessions

ODOT Responsibilities:

1. Work with Vendor to identify training schedule and participants
2. Review and approve formal training materials and deliverables

Post-Implementation Support

For a period of ninety (90) days, unless otherwise agreed by ODOT, and in consideration of Service Levels the Vendor will provide sufficient staffing to ensure the overall continuity of the ATMS solution as it pertains to delivering these services in the targeted production environment. The Vendor must develop and submit for approval a Post-Implementation Support Plan which identifies both the Vendor and ODOT production environment activities and responsibilities, at a minimum this document shall identify:

- The Vendor's methodology and processes for upgrading and enhancing the system's hardware infrastructure and base software components (e.g., application software, tools, database, etc.);
- The Vendor's on-going production responsibilities, including proposed solution administration/operations, technical support and hardware/software maintenance support;
- Other Vendor solution consulting and support services that are available to ODOT; and
- ODOT responsibilities as they may pertain to the on-going production hardware and software implemented for the Vendor-hosted web-enabled user environment.

Vendor Responsibilities and Deliverables:

1. Post-Implementation Support Plan (draft and revised final version approved by ODOT).

2. Provide production technical support via a toll-free number for appropriate ODOT staff to call regarding user or solution questions. Production technical support must be provided 24 hours a day, seven days a week.
 - a. Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within 15 minutes, and resolution provided within one hour.
 - b. Assistance and resolution to minor support and technical responses must be provided within two (2) hours. (e.g., assistance resolving minor support/administrative issues, retrieving desired data, formatting and saving queries and reports, GPS AVL query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.)
 - c. The Vendor must provide a complete response or resolution to all calls within 48 hours of the call being logged or as otherwise agreed to by ODOT.
 Note: See Service Level Agreements section for more information on the types of problems that fall into this category.
 Calls to the Vendor must be answered by an English-speaking person
1. Provide production environment maintenance and support of the system solution Vendor-hosted system and ODOT web-enabled user software and tools, including:
 - d. Updates, patches and repairs;
 - e. Correction of application defects; and
 - f. On-site technical support as required as defined in the Post-Implementation Support Plan.
2. Provide routine system metrics as follows, including documenting problems encountered during implementation of the system and during ongoing production support period:
 - g. Problem description;
 - h. Type of problem;
 - i. Number of problems;
 - j. Anticipated fix date;
 - k. Resolution; and
 - l. Frequency of problem occurrence and problem cause(s).
3. Identification of timeframes for correcting application and database defects.

In the event that a Priority 1 or 2 issue or any critical blocking issue (As defined in the Project Service Levels section of this document) occurs during this 90-day period, that can be directly attributed to the work or activities of the Vendor, this 90-day period may be extended at the sole discretion of ODOT for a period commencing upon satisfactory resolution of the issue in the production environment. Under no circumstances will the Vendor performance during this period, including successful conclusion of this period (i.e., no Priority 1 or Priority 2 issues detected for 90 days) be construed as relief from or reduction to any Software Warranty considerations contained in this RFP. During this period the Vendor must:

- Provide personnel with the requisite skills and experience levels in development of the solution to answer questions that ODOT or the Hosted Services Provider may have;
- Address any software defects, gaps, omissions or errors that are discovered in the Vendor's work as they pertain to operation in a production environment;

- Resolve any configuration, performance, compatibility or configuration issues that arise as a result of migration of the Vendor's work to a production environment;
- Document any relevant changes to operational, configuration, training, installation, commentary or other documentation as a result of migration to the Vendor's work to a production environment; and
- Assist either ODOT or Managed Services provider with production issue triage, root cause and remedy analysis and wherever possible propose workarounds, fixes, patches or remedies (code-based, procedural or environmental) required to successfully transfer and operate the Vendor's work to a production environment.

ODOT Responsibilities:

1. Review Post-Implementation Support Plan providing feedback, revisions as appropriate and approval.
2. Review Vendor-provided work artifacts and documentation providing feedback, revisions and approval as appropriate.
3. Provide appropriate feedback on solution response time, user functionality and system operations.
4. Review, provide revisions, and/or approve Vendor Deliverables and applicable system changes.
5. Provide Final Project acceptance.

SECTION III PROPOSAL SUBMISSION REQUIREMENTS

A. Delivery of Documents

Submissions for this Request for Proposal will be received until **2:00PM Eastern time on June 27, 2019**, via email at contracts.purchasing@dot.ohio.gov.

No proposals will be accepted after the date and time specified on this page. Receipt of proposals by any other mechanism other than email to the Office of Contracts shall not be considered timely. Proposals received after the deadline will be rejected.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until Successful Proposer(s) are selected after Phase III at which time all submitted information becomes part of the public record.

The Ohio Supreme Court has established six factors it uses to determine whether something warrants trade secret protection:

1. The extent to which the information is known outside the business.
2. The extent to which it is known to those inside the business, i.e., by the employees.
3. The precautions taken by the holder of the trade secret to guard the secrecy of the information.
4. The savings effected and the value to the holder in having the information as against competitors.
5. The amount of effort or money expended in obtaining and developing the information.
6. The amount of time and expense it would take for others to acquire and duplicate the information.

Proprietary information that should be protected from public disclosure should be clearly indicated by Vendor, citing its position on legal protection cited under Ohio law.

B. Inquiries

Pre-proposal questions must be received no later than the close of business the Thursday prior to the scheduled opening date. An addendum being issued is dependent upon the information received and the impact on the competitive bidding process.

All pre-proposal inquiries must have the following: Name of the Sender, Vendor or Company Name, Phone Number, Project Number, Letting Date, a detailed description of the question.

Proposers are NOT to contact any other ODOT office, including Division and District offices, for responses to pre-bid questions. Inquiries are encouraged as often and as early as possible, and ODOT will make answers a priority, posting them to a shared link available to all potential proposers.

Proposal Inquiries may be submitted at this link:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx>

Department responses will be posted to the following website within two business days of receipt if possible,

[http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-](http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-Answers.doc)

[Answers.doc](#)

Based upon the content of any received questions/clarifications, proposal requirements may, solely at the discretion of ODOT, be modified, changed or deleted. Any such changes to this RFP will be communicated by addendum and published to the ODOT website at the following URL:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/RFP.aspx>

Proposal Response

The RFP Proposal response must contain information on how the Proposer intends to perform the services outlined in the RFP. Omission of required information may render a Proposer ineligible. Incomplete responses may result in the loss of points. The selected Proposer will become the Vendor of record with ODOT. The State of Ohio is not responsible for legal agreements.

The submitted materials shall include a signed proposal in .pdf format via email, and a separate .pdf of the proposer's cost proposal. If the cost proposal is submitted in the same file as the technical proposal, the Vendor may be deemed non-responsive. Each proposal must on be in an 8.5 by 11-inch format with minimum ½ inch margins. The font choice is yours, but the size must be no smaller than 11 point, single spaced.

Proposers **must** submit a response for the following areas:

- A. Project Approach and Implementation / Staffing Plan
 - 20 pages maximum
 - Optional Added Value ideas of up to 5 pages additional
 - Include as Attachment A of the Response
- B. Vendor Qualifications and Experience
 - 5 pages maximum narrative inclusive of three references, contact information, and nature of interaction and services performed.
 - Attach resumes of 2 pages or shorter (each) included as Attachment B of the response, including the Managing Director or similar corporate position that will handle issue escalation referenced in Section V Service Level Agreements.
- C. Technical Proposal Response to Requirements
 - Must use Attachment G Requirements Matrix provided in the RFP included the response.
- D. A narrative detailed comment or example must be provided in the comments section of the form provided in the Requirements Matrix to describe, **not cost**, but how the Vendor would approach the development/deployment of the Year 1 requirements. Be clear. Be concise. But

be responsive. This is not to be a detailed response for each requirement but an execution approach that references previous success if applicable.

- In the event that the comment description should be augmented with additional technical language, such that a requirement must be explained or visually shown in detail, the additional technical documentation may be submitted with the bid, as Attachment D.

E. Cost Proposal

- Submitted **SEPARATELY**. **No cost information should be included in the RFP response. Inclusion of any pricing information could result in the proposal being disqualified.**
- Must use forms provided in Attachment H in the RFP. Cost proposals must provide costing for Day 1 requirements **only** as defined in Attachment G. Scoring will be determined by the Cost per Quality Point method (Cost/technical score).
- A narrative must be provided with the forms provided in Attachment H in the RFP explaining the costing structure and licensing scheme. The maximum size of the narrative submission is two pages.

F. Signature Page

PROJECT APPROACH AND IMPLEMENTATION / STAFFING PLAN

The Proposer shall submit a statement of the Proposer's understanding of the scope and his/her/their capabilities to perform the requirements of the RFP, along with a narrative of how the Proposer intends to implement and manage the tasks set forth in this RFP. Provide a technical description of the methodology anticipated in the performance of the services described above.

- Identification of known challenges is also important and should be included in this section. Include an approach that stresses strong interpersonal skills and problem solving to retain a strong and flexible relationship. The relationship among leadership and staff of ODOT and the selected Vendor is of premier importance to ODOT in this project and will be evaluated.
- The Vendor is to submit their optimal architecture (i.e., on-premises or cloud-hosted, etc.) to fully meet the performance standards, including 24/7 support, system maintenance, and security requirements contained herein.
- Integration of existing data is a vital component and should be described.

The proposal must include a timeline schedule and explanation of the phases of development the Vendor proposes to meet the ODOT expectations, in addition to any other value-added approaches not specifically identified in these documents. Detail must be as complete as possible, and will be both scored, and used as a baseline for negotiation and detailed project planning if selected.

Organizational Structure/Staffing Plan

The Proposer must provide the names and resumes of each individual that will be working on the project described in this RFP. Designate the individual who will be committed to ensuring performance of all tasks under the prospective contract (Project Manager). Provide a resume and contact information for the Project Manager. Please provide a staffing plan the list any other professionals who will be given key responsibilities in fulfilling the requirements necessary to perform the services. Provide supporting documentation, such as a resume, for each individual summarizing their experience on similar assignments or projects. Each resume must identify each employee with the years of service, educational background, the duties and responsibilities for that employer, and a phone number for a contact person. Identify each individual and the percent of time that each person would be assigned to each major task in the Scope of Services.

VENDOR QUALIFICATIONS AND EXPERIENCE

Organizational Experience and Capabilities – *Vendors will be evaluated based on the following:*

- Vendor must document that the proposed solution has been successfully implemented in an environment similar in scope and size of the ODOT effort within the past five (5) years
- Vendor must list ALL projects for which the Vendor has been removed for cause, or convenience, including details of each removal.

Staff Experience and Capabilities – *proposals should demonstrate significant expertise by assigning staff to key leadership roles. Proposals must include, at minimum:*

- The proposed Project Manager must demonstrate a minimum of 60 months of experience as the Project Manager on one or more successful system implementation projects of similar size and scope.
- The proposed Project Manager must have experience serving as the Project Manager from initiation through implementation on one or more projects where the proposed solution was implemented in a federal, state or local government entity.
- The proposed Project Manager must demonstrate experience as the Project Manager on one or more implementations where the proposed system solution was integrated with various client software application environments.
- The proposed Business Analyst must demonstrate business analysis, design, and configuration experience implementing the Vendor's proposed solution on one or more successful implementations.
- The proposed Business Analyst must have at least 36 months of relevant business analysis and systems integration experience on one or more successful implementations of similar size and scope.
- The proposed Technical Lead must demonstrate experience as the technical lead on one or more successful implementations of a federal, state or local government accounts of similar size and scope.
- The proposed Technical Lead for the ODOT project must have at least 36 months of relevant systems integration experience on one or more successful implementations of similar size and scope.

Sensitive Personal Information: It is the sole responsibility of the Vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of Vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODOT, all proposals submitted may become part of the public record. **ODOT reserves the right to disqualify any Vendor whose proposal is found to contain such prohibited personal information.**

TECHNICAL PROPOSAL RESPONSE TO REQUIREMENTS

System requirements are detailed in Attachment G of this RFP and is available electronically at <ftp://ftp.dot.state.oh.us/pub/Contracts/ATMS/>. Each proposer will be required to describe how its proposed solution meets each requirement using as the template for this section's response and adhering to the details outlined in Section IV. Only responses detailed in the matrix will be assessed; do not provide extra narrative outside of the matrix. Yes/No answers are only allowed for the columns indicating if the proposer's solution meets that specific requirement. Extra narrative in those columns will be ignored and not scored as part of the response.

COST PROPOSAL

The Proposer shall submit SEPARATELY a Cost Proposal as part of the Proposal Package, and must be provided as an attachment, Attachment E. Any proposal in which this Cost Proposal is not included will be considered non-responsive and the proposal will be rejected. The Proposer's completed Cost

Proposal will include costs for required items, as well as optional items, and shall become a part of the contract upon award of the contract. The format for the cost proposal is included in this RFP as Attachment H and may not be modified in any way unless specifically directed on the form. The additional required narrative defined in the RFP should be outside of these forms in Attachment H.

Signature Page

An original, signed Signature Page must be included with a proposer's response to this RFP. Submitted proposals not containing a signed signature page will be rejected and deemed non-responsive. The signature page is the first page of this Request for Proposals.

SECTION IV PROPOSAL SCORING

Vendor Responsibility

The Vendor will need to confirm the proposed solution meets each of the individual requirements for each part of the Requirements Matrix that is Attachment G of this RFP.

For each item, the proposer must indicate if the approach

- Meets Requirement (via Configuration) with no additional development
- Meets Requirement with additional development included in bid
 - Provide approach (2-3 sentences max) for items to be developed / customized
- Meets Requirement with Alternative Approach
 - Provide approach (2-3 sentences max) of alternate approach to meet requirement
- Does Not Meet Requirement
 - Provide (2-3 sentences max) for why requirement will not be provided in your solution

The Vendor must offer a comment/narrative for each item description (in the Bidder Approach column), and they will be scored individually. The comment and/or illustration must be clear, concise, and sufficient to allow reviewers to understand the approach, solution, and/or demonstrated success in the proposer's past experience.

Scoring Assumptions and Technical Proposal

Proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODOT. For each of the evaluation criteria given, reviewers will collectively judge whether the proposal does not meet, partially meets, meets or exceeds each criterion, and assign the appropriate point value. The scoring is by consensus and one official score sheet will be completed for each technical proposal that is scored.

PHASE I: Initial Qualifying Criteria

The proposal must meet the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria **shall be disqualified from consideration, and not evaluated.**

ITEM #	PHASE I: INITIAL PROPOSAL ACCEPTANCE CRITERIA	YES	NO
1	Was the Vendor's proposal received by the deadline in a format specified in the RFP?		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by the PRT. For each of the evaluation criteria given in the following scoring tables, reviewers will collectively judge whether the proposal exceeds, meets, or does not meet the requirements expressed in the RFP, and assign the appropriate point value, in a range, generally, as follows:

Technical Performance Scoring Definitions:

- **“Does Not Meet Requirement”**- A particular RFP requirement was not addressed in the vendor’s proposal, Score: 0
- **“Partially Meets Requirement”**-Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, Score: 3
- **“Meets Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, Score: 6
- **“Exceeds Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODOT expectations, Score: 10

Item #	Evaluation Criteria	Criteria Weight	Doesn't Meet 0 points	Partially Meets 3 points	Meets 6 points	Exceeds 10 points
Vendor Qualifications						
Organizational Experience & Capabilities						
1	Vendor has documented that the proposed solution has been successfully implemented in an environment similar in scope and size of the ODOT effort within the past five (5) years with positive reference?	10				
2	Vendor has included ALL projects for which the Vendor has been removed for cause, or convenience, including details of each removal?	2				
Staff Experience & Capabilities						
3	Does the proposed Project Manager demonstrate a minimum of 60 months of experience as the Project Manager on one or more successful system implementation projects of similar size and scope?	5				
4	Does the proposed Business Analyst demonstrate business analysis, design, and configuration experience implementing the Vendor's proposed solution on one or more successful implementations?	5				

5	Does the proposed Technical Lead demonstrate experience as the technical lead on one or more successful implementations of a federal, state or local government accounts of similar size and scope?	5				
6	Does the proposed Training Lead demonstrate experience in planning and leading the design, development and successful implementations of similar size and scope?	4				
Project Approach and Implementation/Staffing Plan						
7	Did the vendor submit a statement of their understanding of the scope and their capabilities to perform the requirements of the RFP, along with a narrative of how the Proposer intends to implement and manage the tasks set forth in this RFP?	5				
8	Does the Project Approach describe a system that would meet ODOT's needs and standards?	8				
9	Does the vendors Project Approach demonstrate a clear understanding of milestones and quality assurance?	5				
10	Does the vendors approach to the Service Level Agreement meet ODOT's needs?	5				
11	Is the Timeline clearly expressed, including challenges and key milestones?	5				
Specifications of Deliverables - Proposed Work Plan						
The vendors Proposed Work Plan should clearly address each of the Project Phases in the RFP in Section II, Scope of Work. For a detailed explanation of the Deliverables for each phase, please refer to the RFP.						
12	Project Initiation	1				
13	Requirements Verification and Solution Approach	2				
14	Configuration Management	2				

15	Design and Development of Customized Functionality	2				
16	User Acceptance Test (UAT), Remediation, and Configuration Acceptance	1				
17	Conversion of Legacy Data	1				
18	Integration of Data	2				
19	Implementation, Rollout and Acceptance	1				
20	Training	1				
21	Post-Implementation Support	2				
Technical Response						
22	General Requirements	4				
23	IT Requirements	4				
24	Data Requirements	4				
25	Device Requirements	4				
26	Incident Requirements	3				
27	Condition Requirements	3				
28	Lane Closure Requirements	3				
Total Partially Meets						
Total Meets						
Total Exceeds						
Grand Total Score						

Based upon the Grand Total Technical Score earned, does the vendor’s proposal meet or exceed the minimum Technical score of **576** points?

Yes _____ No _____

(If “No” vendor’s Cost Proposal will

NOT be opened)

Cost Per Quality Point

Vendors Total Submitted Cost: _____ / Grand Total Technical Score: _____

ODOT is not required to shortlist firms but may select directly from the answers on qualifications and experience, project approach, technical requirements, and cost up to five firms to participate in a demonstration/interview outlined below.

PHASE III: Final Scoring of Technical Proposal

Process of Demonstration/Interview

Shortlist/Sandbox Demonstration: If firms are chosen to be placed on a shortlist for consideration, those chosen may be required to provide access to a web-based “sandbox” demonstration site within three (3) calendar days of notice and will be required to maintain that site for up to 30 days. The site must be accessible to ODOT staff to allow the PRT to understand

the strengths, capabilities, and user experience of the firms. **Failure to furnish an accessible demonstration system will result in rejection of the response.** The products should be representative of the short-listed responder's solution. It is not anticipated or expected that responders will perform significant programming for this demonstration. However, specific information about functions and features that will be added or changed for this project should be provided to ODOT at the time the sandbox demonstration is accessible to ODOT, to allow ODOT an accurate evaluation. The responder must maintain the site and make any fixes to the site preventing a proper evaluation as reported by ODOT in a timely manner.

Interview: If interviews are conducted, details of the interview will be provided at a later date. A brief Vendor presentation will be permitted as part of the interview.

Scoring definitions for the demonstration phase are as follows:

- **“Partially Meets Requirement”**- Vendor demonstrates some attempt at meeting all the “Critical” RFP requirements associated with that category, but that attempt falls below acceptable level, Score: 3
- **“Meets Requirement”**- Vendor demo fulfills all the “Critical” requirements associated with that category in all material respects, potentially with only minor, non-substantial deviation, Score: 6
- **“Exceeds Requirement”**- Vendor demo fulfills all the “Critical” requirements associated with that category in all material respects, and offers some additional level of quality in excess of ODOT expectations, Score: 10

The total points earned from the demonstrations will then be added to each of the to the top Vendors' other scores to give each Vendor a grand total score.

Process for Considering the Cost Proposal

ODOT may, at its sole discretion, negotiate with any or all technically-qualifying Vendors for a revised cost proposal. Vendors may then: 1) submit one last and best offer; 2) request that ODOT view its original cost proposal as its last and best offer; or 3) may formally withdraw from further consideration. The Vendor shall formally indicate its choice according to directions provided by ODOT at that time. Upon receipt of all last and best offers, ODOT will then consider those Vendors' revised cost proposals.

A technical proposal's score will be the sum of the point value for all the evaluation criteria. The PRT will collectively score each individual qualifying proposal. Final proposal scoring will be determined Cost per quality point method (Cost/Technical Proposal Score).

SECTION V SERVICE LEVEL AGREEMENTS

ODOT has a set expectation for the performance and service level provided by the Vendor. This section defines the required service level for the ATMS as well as base draft requirements to be finalized during negotiations. Offerors' proposal for Service Level Agreement will be competitively scored to determine Award. If the level of service proposed by the offeror during negotiations fails to meet the minimum required level of service, ODOT may be caused to cancel award and enter into negotiations with the next highest scoring offeror.

ODOT **Required** Service Levels:

- The Vendor is expected to provide ongoing support for resolution of system issues. Support:
 - Provide production technical support via phone, email, messaging, or Vendor-supplied ticket system for appropriate ODOT staff to use regarding user or solution questions. Production technical support must be provided 24 hours a day, seven days a week.
 - Calls must be answered by a live English-speaking person.
 - Errors or issues may be defined as critical, major, or minor, or as a scheme proposed by the Vendor and agreed to by ODOT.
 - Initial contacts of a critical nature (e.g., system down, critical functionality not working correctly, etc.) must be responded to within 15 minutes, with a resolution or plan for resolution provided within one hour.
 - Example critical system failures include general system failure, the inability to post dynamic message sign (DMS) messages, the system not meeting performance requirements for speed, or an outbound data feed is stopped.
 - Initial contacts for non-critical but major issues must be acknowledged within 30 minutes, with a resolution or plan for resolution provided within 48 hours.
 - Example major system failures include the inability to post multiple messages to DMS at once, publicly visible misinformation or misspellings, a software service that fails and requires a restart, or reduced quality video from a video server.
 - Acknowledgement of minor support and technical issues must be provided within 48 hours. Resolution should occur with next software build or within 14 days.
 - Example minor system issues include such things as cosmetic defects in operator or traveler information interfaces, assistance resolving minor support or administrative issues, retrieving desired data, formatting and saving queries and reports, GPS AVL query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.
 - All system issue contacts or related requests must be logged by the Vendor, and the Vendor must provide a response or resolution to all contacts within 48 hours of being logged or as otherwise agreed to by ODOT.
 - The Vendor's issue reporting system may interface with ODOT's existing ticketing platform
 - Vendor should generate emails to notify ODOT/third-party data Vendors that data issues are occurring

- Notification within a configurable time period (default 15 minutes) of a device or public-facing interface experiencing issues
- System Updates and Maintenance:
 - Updates/rollouts should happen during overnight hours.
 - All updates and rollouts must be approved by ODOT prior to execution.
 - A continuity of operations backup / redundant environment must be supplied for in-place upgrades without system usages disruptions.
 - One 2- to 4-hour window will be supplied each month by ODOT to take system offline (if needed) for major upgrades or performance enhancements.
 - Integration and activation of a new device within the ATMS must be accomplished within 8 hours.
- System Uptime and Performance:
 - System usage and expected uptime is 24x7 with exception to support and maintenance above.
 - Performance degradation due to slow internet or other factors to be reported and treated as any other issue in the Support section above.
 - System is expected to be elastic in nature to support uptick in usage for seasonal events (winter storms) or special events so performance remains the same in heavy use times.
 - Baseline load testing and heavy use simulations to be conducted quarterly to ensure proper performance with updates and releases.

NOTE: The below SLA requirements are to be considered draft requirements and the final terms of the SLA shall be negotiated by and between ODOT and the awarded Vendor based on the product being offered and the mechanism that are being used to provide it, such as a hosted or non-hosted environment.

ODOT may evaluate the demonstrated ability of the Vendor to support the SLA requirements in its determination of a preferred Vendor, prior to negotiations, and reserves the right to withdraw the award based on any unsuccessful negotiation of the levels of service.

This section sets forth the performance specifications for the Service Level Agreements (SLA) to be established between the Vendor and the State that are applicable to the Solution and Managed Services elements. It contains the tables and descriptions that provide the State's framework, requirements relating to service level commitments, and the implications of meeting versus failing to meet the requirements and objectives, as applicable. The mechanism set out herein will be implemented to manage the Vendor's performance against each Service Level, to monitor the overall performance of the Vendor in delivery of the Service.

The Vendor will be required to comply with the following performance management and reporting mechanisms for all Services within the scope of this RFP and must provide these reports to the State as requested or agreed.

Service Level Specific Performance – Agreed upon specific Service Levels to measure the performance of specific Services or Service Elements. Most individual Service Levels are linked to incentive Vendor performance and liquidated damages.

Service Level Performance

Each Service Level (SL) will be measured using a “Green-Yellow-Red” traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance.

On a quarterly basis, there will be a “true-up” at which time the total amount of the Liquidated Damages (LDs), if any, will be calculated. Said LDs will be set off against any fees owed by the State to the Vendor. In the event of consecutive failures to meet the Service Levels, the State may avail itself of additional remedies up to and including contract termination.

The Vendor will not be liable for any failed Service Level caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Vendor immediately notifies the State in writing and takes all steps necessary to minimize the effect of such circumstances and resumes its performance of the Services in accordance with the SLAs as soon as possible.

Failure to report any SLA, SLA performance in each month, and for any non-Green (i.e., performing to Standard) SLA a detailed root cause analysis that substantiates cause will result in the State considering the performance of the Vendor for that period as performing in a Red State.

Escalation for Repetitive Service Level Failures

The State may escalate repetitive service level failure to the Vendor’s executive sponsor, the Vendor’s Managing Director / Lead Public Sector Partner for Public Sector, or the equivalent position.

Service Level Requirements- Project Implementation and Managed Services

Vendor must meet the Service Level Commitment for each Service Level set forth in the table below and specified in detail later in this section.

Service Level	Service Level Standard		
	Performi	Under-Performi	Not Achieving
System Availability the system is available to authorized users and website users during operating hours (24/7/365) (less mutually agreed and scheduled down time for maintenance functions)	>99.5%	>95%	<95%
Critical Issue Resolution Time: The outage or unavailability duration of a critical function of the Service (functional, technical or support) causing severe impact (i.e., devices can't be accessed, viewed, managed) to the authorized users and website users that utilize the Solution and no alternative or bypass is available.	< 1 Hour	< 8 hours	> 8 hours
Milestone Delivery Due Dates: The Milestones as scheduled in Vendor's Detailed Project Plan, Deliverables	<5 days	>5 days	>14 days

Solution and Managed Services: Service Level Commitments

Service Level		SLA	Coverage
1	Incident Resolution – Mean Time to Repair (Severity 1 Outages)	SLA	7x24
2	Incident Resolution – Mean Time to Repair (Severity 2 Outages)	SLA	7x24
3	Incident Resolution – Mean Time to Repair (Severity 3 Outages)	SLA	Business Hours
4	Service Availability – Application Availability	SLA	7x24
5	System Performance & Responsiveness	SLA	7x24
6	Incident Resolution - Issue Triage, Closure and Recidivist Rate	SLA	Business Hours
7	User Interaction - Completion of Administrative, Root, DBA, Privileged User Adds/Deletes	SLA	Business Hours (non-emergency)
8	Security – Security Compliance	SLA	continuous
9	Monitoring & Auditing – Application Security Breach Detection, Notification and Resolution	SLA	7x24
10	Job Schedule and Scheduled Reporting Performance	SLA	Scheduled Hours
11	Operational Process Control & Repeatability – Changes to Production environments	SLA	Scheduled Maintenance
12	Service Quality – System Changes	SLA	Scheduled Maintenance
13	Service Timeliness – System Changes	SLA	Scheduled Maintenance

Project Implementation Service Level Agreement: Deliverable Acceptance

Definition: The State's ability to accept Vendor deliverables based on submitted quality and in keeping with initially defined standards and content for Vendor deliverables. The Vendor must provide deliverables to the State in keeping with agreed levels of completeness, content quality, content topic coverage and otherwise achieve the agreed purpose of the deliverable between the State and the Vendor. For the avoidance of doubt, the deliverables contained in this RFP as they pertain to the system Project and general Ongoing Project Services delivery will represent the minimum set of expected deliverables.

Notwithstanding the State review and approval cycles, this SL will commence upon the delivery of a final deliverable for acceptance to the State, and any work/re-work to the final deliverable as a result of any State questions, required clarifications/amplifications, and conclude upon due completion of the required amendments.

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Monthly, During Project	Weekly Project Report	Weekly	$\% \text{ Deliverable Acceptance (Expressed as \%)} = \frac{\# \text{ Deliverables Accepted During Period}}{\# \text{ Deliverables Presented during Period}}$	>85%	>80% and <=85%	<= 80%

Project Implementation Service Level Agreement: Milestone Delivery Due Dates

Definition: Milestones means the milestone for the provision of deliverables specified in the Detailed Project Plan Vendor shall submit in Deliverable 1. The timely delivery of services and achievement of milestones is essential to the Project objective. The Vendor must provide deliverables to the State in keeping with scheduled milestones that shall be outlined in Vendor's Detailed Project Plan under Deliverable 1. For the avoidance of doubt, the deliverables contained in this RFP as they pertain to the system Project and general Ongoing Project Services delivery will represent the minimum set of expected deliverables.

Notwithstanding the State review and approval cycles, this SL will commence upon the delivery of its Detailed Project Plan in Deliverable 1 or current Detailed Project Plan as mutually agreed upon.

Milestone Delivery Due Dates: The Milestones as outlined in Vendor's Detailed Project Plan, Deliverable 1, are deliverable based and in the event the Milestones are not being met the purpose of the Contract and usefulness to the users. Vendor shall use all reasonable endeavors to provide the relevant Deliverable to the State within 5 business days of the relevant Milestone; Vendor shall at no additional cost to the State, allocate additional or re-allocate existing resources and personnel in order to provide the relevant Deliverable within such five day period; State may without liability withhold payment in respect of any invoice issued in respect of Services relating to a Deliverable if such deliverable is not provided within the period referred to in the Detailed Project Plan; and the State may terminate this Contract by written notice to Vendor if Vendor does not provide the Deliverable for a Milestone within fourteen (14) days of such Milestone. In the event the Vendor does not meet a Milestone due to an act or omission of the State, the Vendor shall use reasonable endeavors to provide the relevant Deliverable to the State within five days of the relevant Milestone and in any event will collaborate with the

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Monthly, During Project	Weekly Project Report	Weekly	$100\% Y (\# \text{ Milestones Missed During Period}) + 100\% X (\# \text{ Milestones Missed During Period})$	<5 days	>5 days	>14 days

Project Implementation Service Level Agreement: UAT Severity 1 Outages Resolution – Mean Time to Repair

Prompt resolution of system issues identified as part of Vendor System/Unit Testing and/or User Acceptance Testing (UAT). This Service Level begins upon first migration of Solution functionality into the User Acceptance environment. The State shall, in consultation with the Vendor, determine the Severity of each issue identified during UAT. Formal declaration of the Severity of each UAT issue to the Vendor will be made by the State Project Manager.

Prioritization Severity 1: An Issue that prevents the State from authorizing Production migration of the associated functionality or module. Typical characteristics of Severity 1 issues are situations that would prohibit the execution of productive work for a group(s) or individual performing a critical business function. Examples include, but are not limited to: - ODH users are unable to securely interact with the system

Prioritization Severity 2: An issue that prevents the State from authorizing Production access to the associated functionality beyond customer support team members. Typical characteristics of Severity 2 issues are situations that require restricted functionality access in a tightly controlled user environment to limit the risk of prohibited execution of productive work for a group(s) or individual performing a critical business function. Examples include but are not limited to: Complicated workarounds are required to use the functionality increasing the likelihood of user error and/or confusion; or ODH-specific configuration cannot be sufficiently completed to permit deployment.

Prioritization Severity 3: An Issue that results in the State limiting ODH web customer use of or access to components/features of the associated functionality. Typical characteristics of Severity 3 issues are situations that would have adverse effect on the rollout, adoption and training of the functionality. Examples include but are not limited to ODH web customer use will result in significant number of support calls.

Measurement: Issue "Time to Repair" will be measured from the time the State reports the issue to the point in time the Vendor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the resolution to move to Production, but still need the issue resolved at a lower Severity. In these circumstances the State will consider the associated Severity 1 issue resolved and the Vendor will establish a new issue at the State determined Severity for management and tracking. The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time in business days (expressed as a decimal number, to two positions after the decimal point, that reflects the

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 1 Issues) = (Total elapsed business days for all resolved Severity 1 Issues) ÷ (Total number of all resolved Severity 1 Issues)	≤ 3 days	> 3 days and ≤ 5 days	> 5 days
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 2 Issues) = (Total elapsed business days for all resolved Severity 2 Issues) ÷ (Total number of all resolved Severity 2 Issues)	≤ 5 days	> 5 days and ≤ 7 days	> 7 days
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 3 Issues) = (Total elapsed business days for all resolved Severity 3 Issues) ÷ (Total number of all resolved Severity 3 Issues)	≤ 8 days	> 8 days ≤ 10 days	> 10 days

Project Implementation Service Level Agreement: UAT Environment Availability

system UAT Environment is available to State users for scheduled UAT activities.

UAT Environment availability means access to the UAT functionality being tested is enabled; log-in is permitted from the local user LAN and test scripts can be executed. The Vendor must implement State approved operational processes, instrumentation, monitoring and controls that validate availability of the system to State testers.

Measurement: This Service Level will be calculated for those Service Elements that are directly in the Vendor's scope and will be measured from the end-user community desktop to the ability to process transactions to the system database. If, in determination of the root cause of an "unavailable" condition, the State LAN, WAN and Data Center outages, or the outage of State provided Infrastructure is the cause of the condition, the Vendor shall be excused from those outages that arise from such a condition, unless the outage is a direct result of a Vendor created situation.

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Reporting Month	Monthly Service	Continuous, 24 hours a day	UAT Environment Availability (Expressed as percentage) = (Total Environment Scheduled Uptime – Total Environment Unscheduled Outages) ÷ (Total Application Scheduled Uptime)	>= 99.0%	>=95.0 and < 99.0	<95.0%

Project Implementation Service Level Agreement: UAT Readiness

system User Acceptance Test preparations are complete for scheduled UAT activities.

UAT Readiness means that Test Scripts are provided to the State on time and that the functionality to be tested is migrated to the UAT environment on time.

Measurement: Monitoring compliance will be determined by tracking the following key performance indicators (KPIs):

- Submission of Test Scripts: the number of business days prior to the scheduled migration date of the associated UAT release that test scripts are submitted to the State. The baseline is 10 business days.
- On-time Migration of UAT functionality: the number of business days after the scheduled UAT release migration date that the release is migrated.

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Reporting Month	Monthly Service Report	Each UAT release migration	UAT Readiness (Expressed in Business Days) = the greater value of the following two calculations: 10 - (UAT Release Scheduled Date - Test Script Submission Date) OR (Actual UAT Release Migration Date - Scheduled UAT Release Migration Date)	<= 1 day	> 1 day and <= 3 days	> 3 days

Project Implementation Service Levels: UAT Issue Resolution Quality - Recidivism Rate

Resolved Severity 1, 2 and 3 UAT issues affecting system do not reoccur or cause other issues as a result of the resolution to the root cause of the Issue.

Monitoring compliance will be determined by tracking the following key performance indicator (KPI):

- Issue Recidivism tracking: the number of closed Severity 1, 2 or 3 issues that reoccur and the number of new issues caused by resolution of a Severity 1, 2 and 3 issue.

Measurement: Recidivism Rate will assess the number of recidivism occurrences in a month to the number of corresponding

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Calendar Quarter	Issue Management System Report	Per Issue	Recidivism Rate (Expressed as percentage) = Total Number of Recidivism Occurrences ÷ Total number of Resolved Severity 1, 2 and 3 Issues	≤ 1%	> 1% and ≤ 3%	> 3%

Managed Services Service Levels: Issue Resolution – Mean Time to Repair

Prompt resolution of system Solution Severity 1 issues that impact State processing and processes. This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan. The State shall, in consultation with the Vendor, determine the Severity of each issue. Formal declaration of the Severity of each issue to the Vendor will be made by the State Project Manager.

Prioritization Severity 1: An Issue that is characterized by the following attributes. The Issue: renders a business critical System, Service, Software, Equipment or network component unavailable, substantially unavailable or seriously impacts normal business operations, in each case prohibiting the execution of productive work, or affects either a group or groups of people, or a single individual performing a critical business function, or causes violation of policy, regulation or law thereby placing the action at risk of audit and/or legal action.

Prioritization Severity 2: An Issue that is characterized by the following attributes. The Issue: does not render a business-critical System, Service, Software, Equipment or network component unavailable, substantially unavailable but a function or functions are not available, substantially unavailable or functioning as it/they should, and affects either a group or groups of people, or a single individual performing a critical business function.

Prioritization Severity 3: An Issue shall be categorized as a "Severity 3 Issue" if the issue is characterized by the following attributes. The Issue: causes a group of people or single individual to be unable to access or use a System, Service, Software, Equipment or network component or a key feature thereof, and a reasonable workaround is not available, but does not prohibit the execution of productive work.

Measurement: Issue "Time to Repair" will be measured from the time the State reports the issue to the point in time the Vendor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the resolution to move to Production, but still need the issue resolved at a lower Severity. In these circumstances the State will consider the associated Severity 1 issue resolved and the Vendor will establish a new issue at the State determined Severity for management and tracking.

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 1 Issues) = Expressed in Hours (Total elapsed time for all resolved Severity 1 Issues)	≤ 24 hours	> 24 hours and ≤ 48 hours	> 48 hours

			÷ (Total number of all resolved Severity 1 Issues)			
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 2 Issues) = (Total elapsed time for all resolved Severity 2 Issues) ÷ (Total number of all resolved Severity 2 Issues)	<= 48 hours	> 48 hours and <= 72 hours	> 72 hours
Reporting Month	Monthly Service Report	Per Issue	Mean Time to Repair (Severity 3 Issues) = Expressed in Business Days (Total elapsed business days for all resolved Severity 3 Issues) ÷ (Total number of all resolved Severity 3 Issues)	<= 5 days	> 5 days and <= 10 days	> 10 days

Managed Services Service Levels: Issue Resolution Quality - Recidivism Rate

Resolved Severity 1, 2 and 3 Production issues affecting the system do not reoccur or cause other issues as a result of the resolution to the root cause of the Issue.

Monitoring compliance will be determined by tracking the following key performance indicator (KPI):

- Issue Recidivism tracking: the number of closed Severity 1 or 2 issues that reoccur and the number of new issues caused by resolution of a Severity 1, 2 or 3 issue.

Measurement: Recidivism Rate will assess the number of recidivism occurrences in a month to the number of corresponding

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Calendar Quarter	Issue Management System Report	Per Issue	Recidivism Rate (Expressed as a percentage) = Total Number of Recidivism Occurrences ÷ Total number of Resolved Severity 1, 2 and 3 Issues	<= 0.5%	> 0.5% and <= 1.0%	>1.0%

Managed Services Service Levels: Online Performance and Responsiveness

The system performs within expected norms; the end user experience is high performance and responsive.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan.

Definition: Solution Performance and Responsiveness will be based upon an end-to-end service class performance baseline (e.g., application/session response time) performed by the Vendor during the transition or as mutually agreed.

Should the Vendor wish to accept State defined benchmarks in lieu the aforementioned baselining, these values shall serve as the "Performance Baseline" for this Service Level.

Thereafter, the Vendor will perform automated testing on a daily basis for online transaction elements or provide objective evidence from system generated statistics and compare these to the Performance Baseline.

Two percent deviation values from the Performance Baseline will be calculated for Online Performance and Responsiveness.

Measurement Period	Data Source	Collection Frequency	SL Formula	SL Measure GYR State		
Reporting Month	Monthly Service Report	Continuous, 24 hours a day	Solution Performance and Responsiveness (Expressed as percentage) = Observed (Online) Performance ÷ Baseline (Online) Performance	< = 100%	> 100% and <=110% %	> 110%

ATTACHMENT A: STATE IT COMPUTING POLICY REQUIREMENTS

Overview and Scope

This Supplement shall apply to any and all Work, Services, Locations and Computing Elements that the Vendor will perform, provide, occupy or utilize in conjunction with the delivery of work to the State and any access to State resources in conjunction with delivery of work.

This scope shall specifically apply to:

- Major and Minor Projects, Upgrades, Updates, Fixes, Patches and other Software and Systems inclusive of all State elements or elements under the Vendor’s responsibility utilized by the State;
- Any systems development, integration, operations and maintenance activities performed by the Vendor;
- Any authorized Change Orders, Change Requests, Statements of Work, extensions or Amendments to this contract;
- Vendor locations, equipment and personnel that access State systems, networks or data directly or indirectly; and
- Any Vendor personnel, or sub-Contracted personnel that have access to State confidential, personal, financial, infrastructure details or sensitive data.

The terms in this Supplement are additive to the Standard State Terms and Conditions contained elsewhere in this contract. In the event of a conflict for whatever reason, the highest standard contained in this contract shall prevail.

1. State IT Policy Requirements

The Vendor will comply with State of Ohio IT policies and standards. For the purposes of convenience, a compendium of IT policy and standard links is provided in the table below.

Table 1. State of Ohio IT Policies and Standards

Item	Link
IT Policies and	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx
Statewide IT	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx
Statewide IT Bulletins	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx
DAS Policies	100-11 Protecting Privacy 700-00– Technology / Computer Usage Series 2000-00 – IT Operations and Management Series http://das.ohio.gov/Divisions/DirectorsOffice/EmployeeServices/DASPolicies/tabid/107/Default.aspx

2. State Architecture and Computing Standards Requirements

3.1. Requirements Overview

Offerors responding to State issued RFQ/RFP requests, and as Vendors performing the work following an award, are required to propose solutions that comply with the standards outlined in

this document. In the event Offeror finds it necessary to deviate from any of the standards, a variance may be requested, and the Offeror must show sufficient business justification for the variance request. The Enterprise IT Architecture Team will engage with the Vendor and appropriate State stakeholders to review and approve/deny the variance request.

3.1.1. State of Ohio Standards

The State has a published Core Technology Stack as well as Enterprise Design Standards as outlined in this document and, due to State preferences, each are subject to improvements, elaboration and replacement. The State also provides numerous IT Services in both the Infrastructure and Application categories, as outlined in the State’s IT Services Catalog at: <http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

3.1.2. Offeror Responsibilities

Offerors can propose on premise solutions. When proposing on premise solutions, Offerors and Vendors must comply with State requirements including using the State’s Virtualized Compute Platform. Offerors proposing on premise solutions are required to install third party applications on State- provided compute platforms. Dedicated server platforms are not compliant with the State’s Virtualization Requirements.

In addition, Offerors are required to take advantage of all published IT Application Services where possible (e.g., Enterprise Service Bus, Content Management, Enterprise Document Management, Data Warehousing, Data Analytics and Reporting, and Business Intelligence). When dedicated Application components (i.e., Application Servers, Databases, etc.) are required, they should comply with the Core Technology standards.

3.2. Compute Requirements: Client Computing

Offerors **must not** propose solutions that require custom PC’s, Laptops, Notebooks etc. The State will source its own Client computing hardware and the Offeror’s proposed solutions are required to be compatible with the State’s hardware.

3.2.1. Compute Requirements: Server / OS

Offerors **must** propose solutions that comply with the State’s supported Server / OS versions. The following are the State’s Required Server and OS versions.

Table 2. Supported Server/OS versions

Operating System	Version	Editio
Microsoft Windows	2012, 2012 R2	Standard, Enterprise, & Datacenter
RedHat Linux	7	Enterprise
IBM AIX	7.1	
Oracle Enterprise Linux		Enterprise
SQL Server	2016	Enterprise

When Offerors are proposing on premise solutions, these solutions must comply with the State’s supported Server Compute Platforms.

The State hosts and manages the Virtual Server hardware and Virtualization layer. The State is also responsible for managing the server’s Operating System (OS). This service includes 1 virtual CPU (vCPU), 1 GB of RAM and 50 GB of Capacity Disk Storage. Customers can request up to 8 vCPUs and 24GB of RAM.

For Ohio Benefits and the Ohio Administrative Knowledge System (OAKS) – Exalogic Version 2.0.6.0.2

3.2.2. Ohio Cloud: Hypervisor Environment

When Offerors are proposing on premise solutions, these solutions *must* comply with the State’s supported VMware vSphere, and IBM Power Hypervisor environment.

For Ohio Benefits and OAKS – Oracle Virtual Manager Version 3.3.1, Xen

3.3. Storage and Backup Requirements

3.3.1. Storage Pools

The State provides three pools (tiers) of storage with the ability to use and allocate the appropriate storage type based on predetermined business criticality and requirements. Storage pools are designed to support different I/O workloads.

When Offerors are proposing on premise solutions, these solutions *must* take advantage of the State’s Storage Service Offerings.

For Ohio Benefits and OAKS - HA (High Availability) storage used with Mirror configuration. The pools and their standard use cases are below:

Table 2 – State Supported Storage Pools

Storage Pool	Availability	Performance	Typical Applications
Performance	Highest	Fast	Performance pool suited for high availability applications, with high I/O (databases).
General	High	Fast	General pool suitable for file servers, etc.
Capacity	High	Average	Capacity pool suitable for file servers, images and backup / archive). Not suited for high random I/O.

3.3.2. Backup

When Offerors are proposing on premise solutions, these solutions *must* take advantage of the State’s Backup Service Offering.

Backup service uses IBM Tivoli Storage Manager Software and provides for nightly backups of customer data. It also provides for necessary restores due to data loss or corruption. The option of performing additional backups, archiving, restoring or retrieving functions is available for customer

data. OIT backup facilities provide a high degree of stability and recoverability as backups are duplicated to the alternate site.

For Ohio Benefits - Symantec NetBackup is the Enterprise backup solution.

3.4. Networking Requirements: Local Area Network (LAN) / Wide Area Network (WAN)

When Offerors are proposing on premise solutions, Offerors **must** propose solutions that work within the State's LAN / WAN infrastructure. For cloud-hosted solutions, network connectivity and access for data and services will be reviewed and approved by the IT unit.

The State of Ohio's One Network is a unified solution that brings together Design, Engineering, Operations, Service Delivery, Security, Mobility, Management, and Network Infrastructure to target and solve key Government challenges by focusing on processes, procedures, consistency and accountability across all aspects of State and local government.

Ohio One Network can deliver an enterprise network access experience for their customers regardless of location or device and deliver a consistent, reliable network access method.

The State provides a high bandwidth internal network for internal applications to communicate across the State's LAN / WAN infrastructure. Normal traffic patterns at major sites should be supported.

Today, the State's WAN (OARnet) consists of more than 1,850 miles of fiber-optic backbone, with more than 1,500 miles of it operating at ultrafast 100 Gbps speeds. The network blankets the state, providing connectivity to all State Government Agencies.

The State of Ohio Network infrastructure utilizes private addressing, reverse proxy technology and Network Address Translation (NAT). All applications that are to be deployed within the infrastructure must be tolerant of these technologies for both internal product interaction as well as external user access to the proposed system, infrastructure or application.

The State network team will review applications requirements involving excessive bandwidth (i.e. voice, video, telemetry, or applications) deployed at remote sites.

3.5. Application Requirements

3.5.1. Application Platforms

Vendor proposed solutions *must* be developed in open or industry standard languages (e.g. Java, .NET, PHP, etc.).

3.5.2. Open API's

Proposed Vendor applications must be developed with standards-based Open API's. An open API is an application program interface that provides programmatic access to software applications.

Proposed Vendor applications must describe in detail all available features and functionality accessible via APIs.

3.5.3. SOA (Service Oriented Architecture)

When Offerors are proposing on premise solutions, these solutions *must* be developed using a standards-based Service Oriented Architecture (SOA) model.

3.6. Database Platforms

Proposed Vendor application designs must run on databases that comply with the State's supported Database Platforms.

- Microsoft SQL Server 2012 or higher
- ORACLE 11G and 12C

3.7. Enterprise Application Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outline in the IT Services Catalog available at:

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

At a minimum, proposed Vendor application designs that include the following Application Services *must* use the Application IT Services outlined in the IT Services Catalog.

3.7.1. Health and Human Services: Integrated Eligibility

The Integrated Eligibility Enterprise platform provides four key distinct technology domains / capabilities:

- Common Enterprise Portal – includes User Interface and User Experience Management, Access Control, Collaboration, Communications and Document Search capability
- Enterprise Information Exchange – includes Discovery Services (Application and Data Integration, Master Data Management (MDM) Master Person Index and Record Locator Service), Business Process Management, Consent Management, Master Provider Index and Security Management
- Analytics and Business Intelligence – Integration, Analysis and Delivery of analytics in the form of alerts, notifications and reports
- Integrated Eligibility – A common Enterprise Application framework and Rules Engine to determine eligibility and benefits for Ohio Public Benefit Programs

3.7.2. The Ohio Business Gateway (OBG)

The Ohio Business Gateway (OBG) offers Ohio's businesses a time-and money-saving online filing and payment system that helps simplify business' relationship with Government agencies.

- New Business Establishment – Provides a single, portal-based web location for the establishment of new businesses in Ohio, file with the required State agencies and ensure that business compliance requirements of the State are met.
- Single Point Revenue and Fee Collection - Manage payments to State's payment processor (CBOSS) and broker payment to multiple agencies while creating transaction logs and Business Customer "receipts".

- Business One-Stop Filing and Forms - Provides guides and forms to Business Users through complex transactions that have multiple steps, forms and / or filing requirements for users on procedures to complete the process including Agencies and (if applicable) systems they will need to interact with.
- Scheduling and Reminders - Notify Business Customers of a particular event that is upcoming or past due (Filing due) using a "calendar" or "task list" metaphor.
- Collections and Confirmations – Provides a Payment Card Industry (PCI) certified web-based payment solution that supports a wide range of payment types: credit cards, debit cards, electronic checks, as well as recurring, and cash payments.

3.7.3. Ohio Administrative Knowledge System (OAKS)

OAKS is the State's Enterprise Resource Planning (ERP) system, which provides central administrative business services such as Financial Management, Human Capital Management, Content Management via myOhio.gov, Enterprise Learning Management, and Customer Relationship Management. Core System Capabilities include (but are not limited to):

Content Management (myohio.gov)

- Centralized Communications to State Employees and State Vendors
- OAKS alerts, job aids, and news
- Statewide Top Stories
- Portal to OAKS applications
- Employee and Vendor Management

Enterprise Business Intelligence

- Key Financial and Human Resources Data, Trends and Analysis
- Cognos driven standardized and ad hoc reporting

Financial Management (FIN)

- Accounts Payable
- Accounts Receivable
- Asset Management
- Billing
- eBid
- eCatalog (Ohio Marketplace)
- eInvoicing
- eSupplier/Offeror Maintenance
- Financial Reporting
- General Ledger
- Planning and Budgeting
- Procurement
- Travel & Expense

Customer Relationship Management (CRM)

- Contact / Call Center Management

Enterprise Learning Management (ELM)

- Training Curriculum Development
- Training Content Delivery

Human Capital Management (HCM)

- Benefits Administration
- Payroll
- Position Management
- Time and Labor
- Workforce Administration: Employee and Contingent Workers
- Employee Self-Service
- eBenefits
- ePerformance

3.7.4. Enterprise Business Intelligence

Health and Human Services Information

- Eligibility
 - Operational Metrics
 - County Caseworker Workload
- Claims
- Long Term Care

Financial Information

- General Ledger (Spend, Disbursement, Actual/Forecast)
- Travel and Expense
- Procure to Pay (AP/PO/Offeror/Spend)
- Capital Improvements
- Accounts Receivable
- Asset Management
- Workforce and Human Resources
 - Workforce Profile
 - Compensation
 - MBE/EDGE

3.7.5. SharePoint

Microsoft SharePoint Server 2013 portal setup and hosting services for agencies interested in internal collaboration, external collaboration, organizational portals, business process workflow, and business intelligence. The service is designed to provision, operate and maintain the State's enterprise Active Directory Accounts.

3.7.6. IT Service Management

ServiceNow, a cloud-based IT Service Management Tool that provides internal and external support through an automated service desk workflow-based application which provides flexibility and ease of use. The IT Service Management Tool provides workflows aligning with ITIL processes such as Incident Management, Request Fulfillment, Problem Management, Change Management and Service Catalog.

3.7.7. Enterprise Geocoding Services

Enterprise Geocoding Services (EGS) combine address standardization, geocoding, and spatial analysis into a single service. Individual addresses can be processed in real time for on line applications or large numbers of addresses can be processed in batch mode.

3.7.8. GIS Hosting

GIS Hosting delivers dynamic maps, spatial content, and spatial analysis via the Internet. User agencies can integrate enterprise-level Geographic Information Systems (GIS) with map capabilities and spatial content into new or existing websites and applications.

3.8. Productivity, Administrative and Communication Requirements

3.8.1. Communication Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outlined in the IT Services Catalog available at:

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

At a minimum, proposed Vendor application designs that include the following Communication Services **must** use the Communication Services outlined in the IT Services Catalog.

Exchange

- Exchange Mail
- Office 365
- Skype for Business Instant Messaging & Presence
- Enterprise Vault
- Clearwell eDiscovery
- Exchange Web Services
- Bulk Mailing
- External Mail Encryption
- Outbound Fax
- Mobile devices
- EDI/Application Integration/Medicaid EDI Lyris Listserv
- On-premise application-based FAX eFAX
- Fax2Mail is a “hosted” fax solution that allows agencies to seamlessly integrate inbound and outbound Fax with their existing desktop E-mail and back-office environments. Fax2Mail is a “cloud-based” solution.
- Voice over Internet Protocol (VoIP) Audio Conference
- Video Conference Call Centers

3. General State Security and Information Privacy Standards and Requirements

The selected Vendor will accept the security and privacy requirements outlined in this supplement in their entirety as they apply to the services being provided to the State. The Vendor will be responsible for maintaining information security in environments under the Vendor’s management and in accordance with State IT Security Policies. The Vendor will implement an information

security policy and security capability as set forth in this Contract. The Vendor shall provide the State with contact information for a single point of contact for security incidents.

The Vendor's responsibilities with respect to Security Services will include the following:

- Provide vulnerability management services for the Vendor's internal secure network connection, including supporting remediation for identified vulnerabilities as agreed. As a minimum, the Vendor shall provide vulnerability scan results to the State monthly.
- Support the implementation and compliance monitoring for State IT Security Policies.
- Develop, maintain, update, and implement security procedures, with State review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Manage and administer access to the systems, networks, System software, systems files and State Data, excluding end-users.
- Provide support in implementation of programs to educate State and Vendor end-users and staff on security policies and compliance.
- Install and update Systems software security, assign and reset passwords per established procedures, provide the State access to create User ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assist in processing State security requests, perform security reviews to confirm that adequate security procedures are in place on an ongoing basis, and provide incident investigation support (jointly with the State), and provide environment and server security support and technical advice.
- Develop, implement, and maintain a set of automated and manual processes to ensure that data access rules are not compromised.
- Perform physical security functions (e.g., identification badge controls, alarm responses) at the facilities under the Vendor's control.
- Prepare an Information Security Controls Document. This document is the security document that is used to capture the security policies and technical controls that the Vendor will implement, as requested by the State, on Vendor managed systems, supported servers and the LAN within the scope of this contract. The Vendor will submit a draft Information Security Controls document for State review and approval during the transition period.

The State will:

- Develop, maintain and update the State IT Security Policies, including applicable State information risk policies, standards and procedures.
- Provide the contractor with contact information for security and program personnel for incident reporting purposes.
- Provide a State Single Point of Contact with responsibility for account security audits.
- Support intrusion detection and prevention and vulnerability scanning pursuant to State IT Security Policies.
- Conduct a Security and Data Protection Audit, if deemed necessary, as part of the testing process.
- Provide the State security audit findings material for the Services based upon the security policies, standards and practices in effect as of the Effective Date and any subsequent updates.
- Assist the Vendor in performing a baseline inventory of access IDs for the systems for which the Vendor has security responsibility.
- Authorize User IDs and passwords for the State personnel for the Systems software, software tools and network infrastructure systems and devices under Vendor management.

4.1. State Provided Elements: Vendor Responsibility Considerations

The State is responsible for Network Layer (meaning the internet Protocol suite and the open systems interconnection model of computer networking protocols and methods to process communications across the IP network) system services and functions that build upon State infrastructure environment elements, the Vendor shall not be responsible for the implementation of Security Services of these systems as these shall be retained by the State.

To the extent that Vendor's accesses or utilizes State-provided networks, the Vendor is responsible for adhering to State policies and use procedures and doing so in a manner that does not diminish established State capabilities and standards.

The Vendor will be responsible for maintaining the security of information in environment elements that it accesses, utilizes, develops or manages in accordance with the State Security Policy. The Vendor will implement information security policies and capabilities, upon review and contract by the State, based on the Vendors standard service center security processes that satisfy the State's requirements contained herein.

The Vendor's responsibilities with respect to Security Services must also include the following:

- Support intrusion detection & prevention, including prompt agency notification of such events, reporting, monitoring and assessing security events. Notification is to be provided to the State for suspected as well as;
- verified security events. For suspected events, the Vendor shall provide regular updates to the State on the status of efforts to verify the event as an actual security event.
- Provide vulnerability management services including supporting remediation for identified vulnerabilities as agreed.
- Support State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Support OIT in the implementation, maintenance and updating of statewide data security policies, including the State information risk policies, standards and procedures.
- Managing and administering access to the systems, networks, Operating Software or System Software, [including programs, device drivers, microcode and related code supporting documentation and media] that:
 - perform tasks basic to the functioning of data processing and network connectivity; and 2) are required to operate Applications Software), systems files and the State Data.
- Supporting the State in implementation of programs to raise the awareness of End Users and staff personnel to security risks and to the existence and importance of security policy compliance.
- Installing and updating State provided or approved system security Software, assigning and resetting passwords per established procedures, providing the agency access to create user ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assisting in processing the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the agency's assistance providing incident investigation support, and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State Data access rules, as they are made known by the State, are not compromised.
- Performing physical security functions (e.g., identification badge controls, alarm responses) at the facilities under Vendor control.

4.2. Periodic Security and Privacy Audits

The State shall be responsible for conducting periodic security and privacy audits, and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue or finding be discovered, the following resolution path shall apply:

- If a security or privacy issue exists in any of the IT resources furnished to the Vendor by the State (e.g., code, systems, computer hardware and software), the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue, the State may elect to contract with the Vendor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Vendor. The Vendor is responsible for resolving any security or privacy issues that exist in any of the IT resources they provide to the State.
- For in-scope environments and services, all new systems implemented or deployed by the Vendor shall comply with State security and privacy policies.

4.2.1. State Penetration and Controls Testing

The state may, at its sole discretion, elect to perform a Security and Data Protection Audit, at any time, that includes a thorough review of contractor controls; security/privacy functions and procedures; data storage and encryption methods; backup/restoration processes; as well as security penetration testing and validation. The state may utilize a third-party contractor to perform such activities as to demonstrate that all security, privacy and encryption requirements are met.

State Acceptance Testing will not proceed until the contractor cures all findings, gaps, errors or omissions pertaining to the audit to the state's written satisfaction. Such testing will be scheduled with the contractor at a mutually convenient time during the development and finalization of the Detailed Project Plan, as required by the state.

4.3. Annual Security Plan: State and Vendor Obligations

The Vendor will develop, implement and thereafter maintain annually a Security Plan, that is in alignment with the National Institute of Standards and Technology ("NIST") Special Publication (SP) 800-53 (current, published version), for review, comment and approval by the State Information Security and Privacy Officers. As a minimum, the Security Plan must include and implement processes for the following items related to the system and services:

- Security policies
 - Logical security controls (privacy, user access and authentication, user permissions, etc.)
 - Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
 - Security processes (security assessments, risk assessments, incident response, etc.)
 - Detail the technical specifics to satisfy the following:
 - Network segmentation
 - Perimeter security
 - Application security and data sensitivity classification
 - PHI and PII data elements
 - Intrusion management
 - Monitoring and reporting
 - Host hardening

- Remote access
- Encryption
- State-wide active directory services for authentication
- Interface security
- Security test procedures
- Managing network security devices
- Security patch management
- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- Secure communications over the Internet

The Security Plan must detail how security will be controlled during the implementation of the System and Services and contain the following:

- High-level description of the program and projects
- Security risks and concerns
- Security roles and responsibilities
- Program and project security policies and guidelines
- Security-specific project deliverables and processes
- Security team review and approval process
- Security-Identity management and Access Control for Vendor and State joiners, movers, and leavers
- Data Protection Plan for personal/sensitive data within the projects
- Business continuity and disaster recovery plan for the projects
- Infrastructure architecture and security processes
- Application security and industry best practices for the projects
- Vulnerability and threat management plan (cyber security)

4.4. State Network Access (VPN)

Any remote access to State systems and networks, Vendor or otherwise, must employ secure data transmission protocols, including the secure sockets layer (SSL) protocol and public key authentication, signing and encryption. In addition, any remote access solution must use Secure Multipurpose Internet Mail Extensions (S/MIME) to provide encryption and non-repudiation services through digital certificates and the provided PKI. Multi-factor authentication is to be employed for users with privileged network access by leveraging the State of Ohio RSA or Duo Security solutions.

4.5. Security and Data Protection

All Services must also operate at the [moderate level baseline] as defined in NIST (SP) 800-53 (current, published version) [moderate baseline requirements], be consistent with Federal Information Security Management Act ("FISMA") requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications. Services must provide the State's systems administrators with 24x7 visibility into the services through a real-time, web-based "dashboard" capability that enables them to monitor, in real or near real time, the Services' performance against the established SLAs and promised operational parameters.

4.6. State Information Technology Policies

The Vendor is responsible for maintaining the security of information in environment elements under direct management of the Vendor and in accordance with State Security policies and standards. The Vendor will implement information security policies and capabilities as set forth in Statements of Work and, upon review and contract by the State, based on the Offeror's standard service center security processes that satisfy the State's requirements contained herein. The Offeror's responsibilities with respect to security services include the following:

- Support intrusion detection & prevention including prompt agency notification of such events, reporting, monitoring and assessing security events.
- Support State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Managing and administering access to the Operating Software, systems files and the State Data.
- Installing and updating State provided or approved system security Software, assigning and resetting administrative passwords per established procedures, providing the agency access to create administrative user ID's, suspending and deleting inactive logon IDs, researching system security problems, maintaining network access authority, assist processing of the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, providing incident
- investigation support with the agency's assistance and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State Data access rules are not compromised.
- Where the Vendor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent requirement of an agency security policy (which may be federally mandated or otherwise required by law), identifying to agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- The State shall be responsible for conducting periodic security and privacy audits and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue be discovered the following resolution path shall apply:
 - If a security or privacy issue is determined to be pre-existing to this Contract, the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue the State may elect to contract with the Vendor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Vendor.
 - If over the course of delivering services to the State under this Statement of Work for in-scope environments the Vendor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Vendor is to notify the State within two (2) hours. This notification shall not minimize the more stringent Service Level Contracts pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Vendor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Vendor.
 - For in-scope environments and services, all new systems implemented or deployed by the Vendor shall comply with State security and privacy policies.

The Vendor will comply with State of Ohio IT policies and standards. For the purposes of convenience, a compendium of IT policy and standard links is provided in Section 2, State IT Policy Requirements.

4. State and Federal Data Privacy Requirements

Because the privacy of individuals' personally identifiable information (PII) and State Sensitive Information, generally information that is not subject to disclosures under Ohio Public Records law, (SSI) is a key element to maintaining the public's trust in working with the State, all systems and services shall be designed and shall function according to the following fair information practices principles. To the extent that personally identifiable information in the system is "protected health information" under the HIPAA Privacy Rule, these principles shall be implemented in alignment with the HIPAA Privacy Rule. To the extent that there is PII in the system that is not "protected health information" under HIPAA, these principles shall still be implemented and, when applicable, aligned to other law or regulation.

The Vendor specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules and regulations applicable to work associated with this RFP including but not limited to:

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
- Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945,45 CFR164.502 (e) and 164.504 (e);
- Ohio Revised Code, ORC 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and Corresponding Ohio Administrative Code Rules and Updates.
- Systems and Services must support and comply with the State's security operational support model, which is aligned to NIST SP 800-53 (current, published version).
- IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies

5.1. Protection of State Data

- **Protection of State Data.** "State Data" includes all data and information created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, PII and SSI. To protect State Data as described in this Contract, in addition to its other duties regarding State Data, Vendor will: Maintain in confidence any personally identifiable information ("PI") and State Sensitive Information ("SSI") it may obtain, maintain, process, or otherwise receive from or through the State in the course of the Contract;
- Use and permit its employees, officers, agents, and independent contractors to use any PII/SSI received from the State solely for those purposes expressly contemplated by the Contract;
- Not sell, rent, lease or disclose, or permit its employees, officers, agents, and independent contractors to sell, rent, lease, or disclose, any such PII/SSI to any third party, except as permitted under this Contract or required by applicable law, regulation, or court order;
- Take all commercially reasonable steps to (a) protect the confidentiality of PII/SSI received from the State and
- (b) establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to PII/SSI received by the Vendor from the State;

- Give access to PII/SSI of the State only to those individual employees, officers, agents, and independent contractors who reasonably require access to such information in connection with the performance of Vendor's obligations under this Contract;
- Upon request by the State, promptly destroy or return to the State in a format designated by the State all PII/SSI received from the State;
- Cooperate with any attempt by the State to monitor Vendor's compliance with the foregoing obligations as reasonably requested by the State from time to time. The State shall be responsible for all costs incurred by Vendor for compliance with this provision of this subsection;
- Establish and maintain data security policies and procedures designed to ensure the following:
 - Security and confidentiality of PII/SSI;
 - Protection against anticipated threats or hazards to the security or integrity of PII/SSI; and
 - Protection against the unauthorized access to, disclosure of or use of PII/SSI.

5.1.1. Disclosure

Disclosure to Third Parties. This Contract shall not be deemed to prohibit disclosures in the following cases:

Required by applicable law, regulation, court order or subpoena; provided that, if the Vendor or any of its representatives are ordered or requested to disclose any information provided by the State, whether PII/SSI or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, Vendor will promptly notify the State in order that the State may have the opportunity to seek a protective order or take other appropriate action. Vendor will also cooperate in the State's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State. If, in the absence of a protective order, Vendor is compelled as a matter of law to disclose the information provided by the State, Vendor may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, Vendor will advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and Vendor will use commercially reasonable efforts to obtain confidential treatment for the information;

- To State auditors or regulators;
- To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; or
- To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

5.2. Handling the State's Data

The Vendor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State Data are secure and to protect State Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the Vendor must adhere to the following principles:

- Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the State Data.
- Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of State Data.

- Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- Maintain appropriate identification and authentication processes for information systems and services associated with State Data.
- Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State Data.
- Implement and manage security audit logging on information systems, including computers and network devices.

5.3. Vendor Access to State Networks Systems and Data

The Vendor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State Data, limiting access to only these points, and disable all others.

To do this, the Vendor must:

- Use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available.
- Use two-factor authentication to limit access to systems that contain particularly sensitive State Data, such as personally identifiable information.
- Assume all State Data is both confidential and critical for State operations. The Vendor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of State Data
- must be commensurate to this level of sensitivity unless the State instructs the Vendor otherwise in writing.
- Employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access State Data, as well as attacks on the Vendor's infrastructure associated with the State Data. Further, the Vendor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State Data.
- Use appropriate measures to ensure that State Data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be appropriate to the situation and may include secure overwriting, destruction, or encryption of the State Data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Vendor's obligations under this Contract.
- Have a business continuity plan in place that the Vendor tests and updates at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Vendor maintains State Data in case of loss of State Data at the primary site. The Vendor's backup solution must include plans to recover from an intentional deletion attempt by a remote attacker with compromised administrator credentials (e.g., keeping periodic copies offline, or in write-only format).

The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State Data in the case of a disaster or other business interruption. The Vendor's business continuity plan must address short- and long-term restoration, relocation, or

replacement of resources that will ensure the smooth continuation of operations related to the State's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Vendor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

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

5.4. Portable Devices, Data Transfer and Media

Any encryption requirement identified in this Supplement means encryption that complies with National Institute of Standards Federal Information Processing Standard 140-2 as demonstrated by a valid FIPS certificate number. Any sensitive State Data transmitted over a network or taken off site via removable media must be encrypted pursuant to the State's Data encryption standard ITS-SEC-01 Data Encryption and Cryptography.

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

To the extent the State requires the Vendor to adhere to specific processes or procedures in addition to those set forth above in order for the Vendor to comply with the managed services principles enumerated herein, those processes or procedures are set forth in this contract.

5.5. Limited Use; Survival of Obligations

Vendor may use PII/SSI only as expressly authorized by the Contract and for no other purpose. Vendor's limited right to use PII/SSI expires upon conclusion, non-renewal or termination of this Agreement for any reason. Vendor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

5.6. Disposal of PII/SSI

Upon expiration of Vendor's limited right to use PII/SSI, Vendor must return all physical embodiments to the State or, with the State's permission; Vendor may destroy PII/SSI. Upon the

State's request, Vendor shall provide written certification to the State that Vendor has returned, or destroyed, all such PII/SSI in Vendor's possession.

5.7. Remedies

If Vendor or any of its representatives or agents breaches the covenants set forth in these provisions, irreparable injury may result to the State or third parties entrusting PII/SSI to the State. Therefore, the State's remedies at law may be inadequate and the State shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Vendor's liability, the State shall further be entitled to any other rights or remedies that it may have in law or in equity.

5.8. Prohibition on Off-Shore and Unapproved Access

The Vendor shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding its relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"); the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control, HIPAA Privacy Rules and other conventions as described and required in this Supplement.

The Vendor will provide resources for the work described herein with natural persons who are lawful permanent residents as defined in 8 U.S.C. 1101 (a)(20) or who are protected individuals as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S. It also includes any governmental (federal, state, local), entity.

The State specifically prohibits sending, taking or making available remotely (directly or indirectly) any State information including State Data, software, code, intellectual property, designs and specifications, system logs, system data, personal or identifying information and related materials out of the United States in any manner, except by mere travel outside of the U.S. by a person whose personal knowledge includes technical data; or transferring registration, control, or ownership to a foreign person, whether in the U.S. or abroad, or disclosing (including oral or visual disclosure) or transferring in the United States any State article to an embassy, any agency or subdivision of a foreign government (e.g., diplomatic missions); or disclosing (including oral or visual disclosure) or transferring data to a foreign person, whether in the U.S. or abroad.

The Vendor shall not use State data for any engagements outside of the scope of the contracted agreement. Using State of Ohio data to test or provide proof-of-concept for other engagements is expressly prohibited.

It is the responsibility of all individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Vendor is handling confidential employee or citizen data associated with Human Resources data, the Vendor will comply with data handling privacy requirements associated with HIPAA and as

further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>

It is the responsibility of all Vendor individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Vendor is handling confidential or sensitive State, employee, citizen or Ohio Business data associated with State Data, the Vendor will comply with data handling privacy requirements associated with the data HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>.

5.9. Background Check of Vendor Personnel

Vendor agrees that (1) it will conduct third-party criminal background checks on Vendor personnel who will perform Sensitive Services (as defined below), and (2) no Ineligible Personnel will perform Sensitive Services under this Contract. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony.

"Sensitive Services" means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State's computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities ("Sensitive Services").

Upon request, Vendor will provide written evidence that all of Vendor's personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Vendor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.

5.9.1. Performance

In performance of this Contract, the Vendor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- All work will be done under the supervision of the Vendor or the Vendor's employees.
- Any return or return information made available in any format shall be used only for the purposes of performing this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract.
- Disclosure to anyone other than an officer or employee of the Vendor will be prohibited.

- All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- The Vendor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of its computer facility, and no output will be retained by the Vendor after the work is completed. If immediate purging of all data storage components is not possible, the Vendor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or its designee. When this is not possible, the Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and Vendor will provide the agency or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- All computer systems receiving, processing, storing, or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- The Vendor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- The agency will have the right to void the Contract if the Vendor fails to provide the safeguards described above.

5.9.2. Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff

as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

3. Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Vendor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with Contract safeguards.

5. Vendor Responsibilities Related to Reporting of Concerns, Issues and Security/Privacy Issues

6.1. General

If, over the course of the Contract a security or privacy issue arises, whether detected by the State, a State auditor or the Vendor, that was not existing within an in-scope environment or service prior to the commencement of any contracted service associated with this Contract, the Vendor must:

- notify the State of the issue or acknowledge receipt of the issue within two (2) hours;
- within forty-eight (48) hours from the initial detection or communication of the issue from the State, present a potential exposure or issue assessment document to the State Account Representative and the State Chief Information Security Officer with a high-level assessment as to resolution actions and a plan;
- within four (4) calendar days, and upon direction from the State, implement to the extent commercially reasonable measures to minimize the State's exposure to security or privacy until such time as the issue is resolved; and
- upon approval from the State implement a permanent repair to the identified issue at the Vendor's cost.

6.2. Actual or Attempted Access or Disclosure

If the Vendor determines that there is any actual, attempted or suspected theft of, accidental disclosure of, loss of, or inability to account for any PII/SSI by Vendor or any of its subcontractors (collectively "Disclosure") and/or any unauthorized intrusions into Vendor's or any of its subcontractor's facilities or secure systems (collectively "Intrusion"), Vendor must immediately:

- Notify the State within two (2) hours of the Vendor becoming aware of the unauthorized Disclosure or Intrusion;
- Investigate and determine if an Intrusion and/or Disclosure has occurred;

- Fully cooperate with the State in estimating the effect of the Disclosure or Intrusion's effect on the State and fully cooperate to mitigate the consequences of the Disclosure or Intrusion;
- Specify corrective action to be taken; and
- Take corrective action to prevent further Disclosure and/or Intrusion.

6.3. Unapproved Disclosures and Intrusions: Vendor Responsibilities

- The Vendor must, as soon as is reasonably practicable, make a report to the State including details of the Disclosure and/or Intrusion and the corrective action Vendor has taken to prevent further Disclosure and/or Intrusion. Vendor must, in the case of a Disclosure cooperate fully with the State to notify the effected persons as to the fact of and the circumstances of the Disclosure of the PII/SSI. Additionally, Vendor must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction to investigate a Disclosure and/or any known or suspected criminal activity.
- Where the Vendor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent of an Agency level security policy (which may be Federally mandated or otherwise required by law), identifying to Agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- If over the course of delivering services to the State under this Statement of Work for in-scope environments the Vendor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Vendor is to notify the State within two (2) hour. This notification shall not minimize the more stringent Service Level Contracts pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Vendor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Vendor.

6.4. Security Breach Reporting and Indemnification Requirements

- In case of an actual security breach that may have compromised State Data, the Vendor must notify the State in writing of the breach within two (2) hours of the Vendor becoming aware of the breach. In the case of a suspected breach, the Vendor must notify the State in writing of the suspected breach within twenty-four (24) hours of the Vendor becoming aware of the suspected breach.
- The Vendor must fully cooperate with the State to mitigate the consequences of such a breach/suspected breach. This includes any use or disclosure of the State Data that is inconsistent with the terms of this Contract and of which the Vendor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Vendor.
- The Vendor must give the State full access to the details of the breach/suspected breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Vendor must document all such incidents/suspected incidents, including its response to them, and make that documentation available to the State on request.
- In addition to any other liability under this Contract related to the Vendor's improper disclosure of State Data, and regardless of any limitation on liability of any kind in this Contract, the Vendor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally
- identifiable information is compromised while it is in the Vendor's possession. Such identity theft protection must provide coverage from all three major credit reporting agencies and provide

immediate notice through phone or email of attempts to access the individuals' credit history through those services.

6. Security Review Services

As part of a regular Security Review process, the Vendor will include the following reporting and services to the State:

7.1. Hardware and Software Assets

The Vendor will support the State in defining and producing specific reports for both hardware and software assets. At a minimum this should include:

- Deviations to hardware baseline
- Inventory of information types by hardware device
- Software inventory against licenses (State purchased)
- Software versions and then scans of versions against patches distributed and applied

7.2. Security Standards by Device and Access Type

The Vendor will:

- Document security standards by device type and execute regular scans against these standards to produce exception reports
- Document and implement a process for deviation from State standards

7.3. Boundary Defenses

The Vendor will:

- Work with the State to support the denial of communications to/from known malicious IP addresses*
- Ensure that the System network architecture separates internal systems from DMZ and extranet systems
- Require remote login access to use two-factor authentication
- Support the State's monitoring and management of devices remotely logging into internal network
- Support the State in the configuration firewall session tracking mechanisms for addresses that access System

7.4. Audit Log Reviews

The Vendor will:

- Work with the State to review and validate audit log settings for hardware and software
- Ensure that all systems and environments have adequate space to store logs
- Work with the State to devise and implement profiles of common events from given systems to both reduce false positives and rapidly identify active access
- Provide requirements to the State to configure operating systems to log access control events
- Design and execute bi-weekly reports to identify anomalies in system logs
- Ensure logs are written to write-only devices for all servers or a dedicated server managed by another group.

7.5. Application Software Security

The Vendor will:

- Perform configuration review of operating system, application and database settings
- Ensure software development personnel receive training in writing secure code

7.6. System Administrator Access

The Vendor will:

- Inventory all administrative passwords (application, database and operating system level)
- Implement policies to change default passwords in accordance with State policies, particular following any transfer or termination of personnel (State, existing MSV or Vendor)
- Configure administrative accounts to require regular password changes
- Ensure service level accounts have cryptographically strong passwords
- Store passwords in a hashed or encrypted format
- Ensure administrative accounts are used only for administrative activities
- Implement focused auditing of administrative privileged functions
- Configure systems to log entry and alert when administrative accounts are modified
- Segregate administrator accounts based on defined roles

7.7. Account Access Privileges

The Vendor will:

- Review and disable accounts not associated with a business process
- Create daily report that includes locked out accounts, disabled accounts, etc.
- Implement process for revoking system access
- Automatically log off users after a standard period of inactivity
- Monitor account usage to determine dormant accounts
- Monitor access attempts to deactivated accounts through audit logging
- Profile typical account usage and implement or maintain profiles to ensure that Security profiles are implemented correctly and consistently

7.8. Additional Controls and Responsibilities

The Vendor will meet with the State no less frequently than annually to:

- Review, Update and Conduct Security training for personnel, based on roles
- Review the adequacy of physical and environmental controls
- Verify the encryption of sensitive data in transit
- Review access control to information based on established roles and access profiles
- Update and review system administration documentation
- Update and review system maintenance policies
- Update and Review system and integrity policies
- Revised and Implement updates to the System security program plan
- Update and Implement Risk Assessment Policies and procedures
- Update and implement incident response procedures

ATTACHMENT B: ODOT IT TECHNICAL REQUIREMENTS

Updated: 1/11/2019

1 Technical Requirements

1.1 Technical Documents

- The Vendor shall provide a document of the complete system architecture.
 - This shall include all plugins, batch processes, worker processes, and so on.
 - The Vendor shall provide a diagram of the database schema:
 - This shall include the core product database schema and interfaces with various external and ODOT systems and databases, API's, and standard integration methods.
 - The Vendor will provide accurate installation and configuration document for the system software and database schema.
 - The Vendor will provide a complete network diagram.

1.2 Server Requirements

- Windows 2016 or newer – IIS 10
- Must use currently supported products and tools (i.e., 3rd Party components and dependencies).
- System shall support server virtualization.
- System must be capable of functioning with F5 Big IP Load Balancers.

1.3 Document Storage

- Documents will not be stored directly on web servers or application servers.

1.4 Authentication & Authorization

- Active Directory and LDAPS (Secure LDAP) is the preferred authentication protocol. The system shall be able to access multiple Active Directory domains and forests.
- The system must support role-based authorization, (e.g., groups of users with unique access and privileges).

1.5 System Security

- The system must pass an ODOT security scan which reports potential security threats and vulnerabilities within web software.
- Vendor shall follow OWASP secure code practices.

1.6 Database

- The system shall use Oracle 12c or SQL Server 2016 or newer.

1.7 Client-Side Software

- The system will be compatible with Microsoft's Internet Explorer 11.
- Plug-ins are discouraged but will be subject to ODOT's approval.
- Any page which passes or grants access to confidential or secure data should use SSL encryption.
- No Java installs will be supported at the client level.
- Client-side software shall not require administrative rights.

1.8 Coding Requirements

General

- All URLs/ links/ paths/ database connections/ environment specific settings that the system use should not be hard coded and must be configurable.
- Usernames and passwords if being stored must be encrypted.
- System should generate application logs using logging frameworks that allow logging level configuration.
- System should carry logging to the extent that it will facilitate troubleshooting.
- Logs should be generated using appropriate logging level DEBUG/ INFO/ WARN/ ERROR/ FATAL.
- System must log exceptions with full stack trace.
- Database constraints should be employed to ensure data integrity.
- SQL statements must be parameterized.
- All efforts must be made to build a performant solution. Not limited to using database indexes, normalized tables, avoid unnecessary joins etc.
- Must be willing to try and implement / provide alternate solutions if the performance is not reasonable to ODOT.
- Any additional software libraries / components that require licensing will be subject to ODOT approval.
- System will need to pass regular ZAP scans
https://www.owasp.org/index.php/OWASP_Zed_Attack_Proxy_Project to be accepted
- All attempts must be made to avoid the use of database cursors. Use of database cursors is discouraged and will be subject to ODOT approval.
- Coding changes necessary to make the system work in ODOT's environment will be the Vendor's responsibility.
- Data validations must occur at server-side, irrespective of whether client-side validation exists or not.
- System must be coded with a load balanced environment in mind.

ODOT Assuming Ownership

- System should align with ODOT's technology stack - .NET Core 2.1 or newer / .NET Framework 4.0 or newer / C# / Angular / ExtJS / jQuery / Bootstrap / Log4Net
- Must provide all source code.
- Source code will be subject to code review. While ODOT will try to be reasonable, must be willing to make necessary changes if ODOT finds the code to be unacceptable.
 - There should be a separation of layers.
 - Coding conventions and best practices should be followed.
 - Business logic code should be reasonably commented.
 - Functioning unit tests should be provided.

- Source code should follow OWASP best practices related to security and vulnerabilities (i.e. https://www.owasp.org/index.php/OWASP_Guide_Project).
- Excessive business logic in stored procedures is discouraged and will be subject to ODOT approval.
- Use of database triggers is discouraged and will be subject to ODOT approval.

1.9 Mobile

Hardware

- **Wireless**
 - Must be capable of supporting WIFI/WWAN (cellular) natively or by interface with third-party device
- **GPS**
 - Must be capable of supporting GPS, natively or by interface with third-party device
- **Updates**
 - Cannot be required to sync for updates/upgrades via physical workstation
- **Security**
 - BIOS
 - BIOS must be persistent
 - BIOS must be able to be password protected
 - TPM chip must be integrated
 - TPM must be capable of being controlled by the device OS
 - Intel vPro
 - Must be Intel vPro compliant
 - Computrace
 - Hardware must be Computrace compatible
 - Encryption
 - Hard Drive(s) must be capable of encryption

Operating Systems

- **Windows Operating System**
 - Must support Windows 10 Enterprise
- **Mobile OS**
 - Android, Apple iOS, MAC OSX
 - Must be compatible with an MDM Solution i.e. VMWare Airwatch
- **Security**
 - Any operating system cannot synchronize data to any cloud service which stores data outside the United States
 - Must have support for the State of Ohio approved Antivirus solution and be enabled
- **Updates**
 - Any OS should be fully capable of consuming latest OS available updates at any time without disruption to the application.

Mobile Application

- Application must employ a centralized method for deployment and updates
 - Method can be provided via app Vendor or ODOT approved third-party application
- If the application requires login the following requirements must be met
 - Microsoft Active Directory authentication must be supported

- Credentials must be encrypted in transmission, and never stored in clear-text on device
- Application must be capable of functioning in tandem with Mobile Device Management (MDM) client
- Application must be capable of functioning in tandem with antivirus client
- Cannot synchronize data to any cloud service which stores data outside of the United States

General Device Requirements

- Wireless encryption must support at minimum WPA2 PSK with 256-bit AES encryption
- Must support secure device access method (password, PIN, or biometric authentication)
- Device must support remote wipe capabilities

Notes

Any deviation from the IT recommendations listed in this document must be approved by the ODOT Division of Information Technology.

**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

Terms and Conditions for Submitting Excel Pricing File in Bid Package

(Last Revised 02/2019)

1. DOWNLOADING THE EXCEL PRICING FILE: Bidders can access and download the most current Excel Pricing File for this invitation to bid by following the hyperlink provided below:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/525pricing.xls>

2. SUBMISSION OF EXCEL PRICING FILE: Bidders should submit both a media device with the completed electronic Excel pricing file (.xls) and a hard copy print out of the completed Excel file in their submitted bid package. The media device should be marked with the bidder's name and the Invitation to Bid number.

"Media Device"- Compact Disc (CD), DVD (Digital Versatile Disc), or Flash Drive

Failure to submit this media device with a completed Excel price sheet from the Department's Microsoft Excel file and the hard copy print out of the completed Excel price sheet may result in a bid being deemed non-responsive by the Department.

3. DISCREPANCIES IN SUBMITTED INFORMATION: In the event there is a discrepancy between the information submitted on the media device and the hard copy Excel price sheet, the information submitted on the media device will take precedence.

4. NON-FUNCTIONAL MEDIA DEVICE: The Department shall not be held liable in the event a bidder's media device is not functional, is broken, or is unable to be accessed/downloaded by the Department for any reason. Bidders should take care to ensure all submitted media devices are properly protected during transport.

5. UNAPPROVED ALTERATIONS TO EXCEL PRICING FILE: Bidders who materially alter the original content of the Excel pricing file (e.g. specifications, formulas, etc.) issued by the Department may be found non-responsive and ineligible for award of this invitation to bid.

6. CHANGES TO EXCEL PRICING FILE: The Department will only make modifications to the Excel pricing file by written addendum only. Where changes are necessary to the Excel pricing page, the Department will issue a new Excel pricing page indicating the revisions made and a revision date for the changes.

It is the sole responsibility of the bidder to check for issued addenda prior to submitting a bid package to ensure the most updated Excel pricing file is being utilized.

7. DESCRIPTIVE LITERATURE: Bidders may electronically, on their submitted media device, provide any descriptive literature (e.g. brochures, spec/cut sheets, drawings, MSDS, etc.) regarding the products and/or services offered by the bidder. As this literature may be publicly posted for viewing by purchasers, bidders must not submit any literature electronically in which they consider to be a trade secret, proprietary, or confidential in any way.

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING

(Last revised 02/2019)

1. **BIDDER REGISTRATION:** The Department requires awarded bidder(s) to successfully register as a State of Ohio Supplier with the Department of Ohio Shared Services and successfully obtain an OAKS vendor identification number (OAKS ID) within fourteen (14) calendar days from the date of contract award and execution. The Department cannot utilize awarded Contracts to purchase from a bidder who cannot obtain an OAKS ID from Ohio Shared Services. In the event an awarded bidder is unable to obtain an OAKS ID, the Department shall reserve the right to revoke its award to the bidder and immediately cancel any resulting Contract.

A Supplier Information Form and W-9 must be completed and sent back directly to Ohio Shared Services in order to register and apply for an OAKS ID. The following website can be accessed by bidders to obtain both the forms and specific instructions for obtaining an OAKS ID:

<http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.aspx>

It is strongly recommended that all interested bidders not already registered with Ohio Shared Services submit the above paperwork prior to the bid submission deadline.

2. **HOW BIDS MUST BE PACKAGED:** All submitted bids in response to this Invitation to Bid (ITB) must be submitted in a sealed envelope or box (envelope means any type of sealed, opaque container) marked with the ITB number, the title of the ITB, bid submission deadline (bid opening date), and bidder (company) name clearly marked on the outside of the envelope/box. If a bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified, at the Department's discretion, without additional consideration for award of the contract.

Below is an example to illustrate how the outer surface of the bid package should be labeled:

Invitation to Bid #: *(insert bid number)*
Commodity/Service: *(insert title of bid)*
Bid Submission Deadline: *(insert due date)*
Company Name: *(insert company name)*

3. **WHAT NEEDS INCLUDED IN BID PACKAGE:** Submitted bid packages should include, at a minimum, a completed Signature Page, a hard copy print out of this entire invitation to bid document, media device with a completed Excel pricing page, hard copy of the completed Excel pricing page, and all necessary supportive documentation, forms, and any other information required herein. The Department may deem a bid non-responsive for failure to submit any of the documents requested above.
4. **PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS:** Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Department's attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically (hyperlink below). During the competitive bidding process, bidders (and their agents) are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.

Pre-bid questions/inquiries must be submitted electronically through the following website:
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBO.aspx>

Answers to Pre-Bid Questions/Inquiries will be posted on the following document available for download at the following website:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-Answers.doc>

It is each bidder's sole responsibility to check the website for updates to pre-bid questions and answers before submitting its bid package to the Department.

5. **MODIFICATIONS TO THE BIDDING DOCUMENTS:** When it is deemed necessary to modify these bidding documents, the Department will only do so by written addendum. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. All issued addenda will be posted to the Department's Upcoming ITB's website and shall be automatically incorporated into the bidding/contract documents:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/UpITBs.aspx>

In addition to posting on the above website, the Department also may email addenda information out to all known bidders for convenience purposes only. The Department shall not be held responsible for a bidder's failure to receive the email with the addenda information. It is the sole responsibility of all interested bidders to diligently visit the above-listed website to see if any addenda have been issued prior to submitting their bid to the Department. Those interested in obtaining addenda information via email for a particular invitation to bid must send the Department its request in writing to the following email address:

Contracts.Purchasing@dot.ohio.gov

6. **PRE-BID CONFERENCES:** The Department reserves the right to hold mandatory or optional pre-bid conferences at its discretion. Conferences may be held either in-person or via webinar/phone conference formats. Bidders will be required to sign-in at all pre-bid conferences. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of an invitation to bid, as a result of the pre-bid conference content, will be made by written addendum and publicly posted.

For mandatory pre-bid conferences, the Department requires that those companies intending on submitting a bid be in attendance for the entire duration of the pre-bid conference. Mandatory pre-bid conferences will officially begin five (5) minutes after the scheduled date and start time at the location specified in the Special Terms and Conditions. Those bidders not in attendance at that time will be considered ineligible to submit a bid. The conference will be considered adjourned and complete when a representative of the Office of Contract Sales, Purchasing Services section indicates so. To be considered in attendance and eligible to bid, a bidder must have at least one representative of the company in attendance. A single representative cannot be present on behalf of two or more companies (bidders). Each company (bidder) must send its own representative on behalf of their organization. It is the sole responsibility of the bidder to ensure that the representative follows the sign-in procedures to properly document the bidder's attendance. The Department shall not be held responsible for a bidder's failure to arrive at the meeting on time, properly sign-in, or failure to stay for the entire duration of the meeting.

7. **WHERE BIDS MUST BE DELIVERED TO:** The Department only accepts hand delivered and mailed bid packages. Bids submitted via email, telephone, electronic facsimile (fax), or any other mode of electronic transmission will not be considered a responsive bid submission. Bids must be in possession of the ODOT Office of Contract Sales, Purchasing Services section, on or prior to 2:00 p.m. eastern time, on the scheduled date of the bid submission deadline (public bid opening) as listed on the cover of this Invitation to Bid (ITB). Properly labeled bid packages must be either hand delivered by the bidder to the Office of Contract Sales, Purchasing Services section or mailed to the following EXACT address:

Ohio Department of Transportation,
Office of Contract Sales, Purchasing Services, 1st floor
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223
(614) 644-7870 or (614) 752-9017
Main Office Line: 1-800-459-3778

OFFICE HOURS: 7:30-3:30, M-F (excluding State of Ohio recognized holidays)

For hand delivery of bids, the Office of Contract Sales, Purchasing Services section is located on the 1st floor of ODOT Central Office (same address as where bids will be received). Bidders will be required to sign-in at the front desk of the building and then must be escorted back to the Office of Contract Sales, Purchasing Services section in order to drop off their bid. It is the responsibility of the bidder to ensure enough time is allotted to allow for all sign in and security procedures prior to the 2:00 p.m. bid submission deadline. Delivery of bids to any other location (including the ODOT mailroom), does not constitute receipt by the Purchasing Services section. Bids delivered to the ODOT mail room by a courier service must be delivered so as to leave a reasonable amount of time for the transfer of the bid to the Purchasing Services section. The ODOT mail room delivers received mail to Purchasing Services at scheduled times during normal office hours.

8. **LATE BIDS:** A bid received after 2:00 p.m. eastern time, on the bid submission deadline (bid opening date) established, shall be deemed "Late" and will not be considered for award of this invitation to bid. The late bid package will be marked as late, remain sealed, and will be kept in the Department's bid file to serve as official record of a late bid having been received.

Note: The Office of Contract Sales, Purchasing Services timeclock takes precedence over any other timekeeping device (e.g. cell phones, other ODOT clocks, wrist watches, etc.) and will be utilized by the Department to determine whether or not a bid was received by the 2:00 p.m. deadline.

9. **PUBLIC BID OPENING PROCEDURE:** All bids in possession of the Purchasing Services section shall be publicly opened, at ODOT Central Office, Office of Contract Sales, Purchasing Services section, 1st floor, starting at 2:01 p.m. on the scheduled date of public bid opening (bid submission deadline). All bids will be opened and read to any interested parties in attendance. At the conclusion of the public bid opening, bids may no longer be shared with interested parties until after a contract award has been made.
10. **BIDS FIRM:** Once publicly opened, all bids are firm and cannot be altered by the bidder. Once a Contract is awarded and executed, the Vendor shall deliver all products and/or services at the bid prices and terms contained in the Contract. All submitted bids shall remain valid for a period of sixty (60) calendar days after the date of the public bid opening. Beyond sixty (60) calendar days, bidders will have the option to either honor their submitted bid or make a written request to withdraw their bid from consideration. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the sixty (60) day period.
11. **WITHDRAWAL OF BIDS:** A bidder may, by way of written notice to the Purchasing Services section, request to withdraw their bid response prior to the bid submission deadline. The request must be received by the Purchasing Services Section PRIOR to the start of the public bid opening (beginning at 2:01 p.m.) on the date of the bid submission deadline. Such written notice must set forth the specific reasons for the bid withdrawal.

For requests to withdrawal a bid after the public bid opening has begun, the bidder may request to withdraw their bid response from consideration if the unit bid price(s) submitted are unreasonably lower than the other bids received, provided the bid was submitted in good faith, and the reason for the unit bid price(s) being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw after the bid opening must be received by the Purchasing Services section within no later than forty-eight (48) hours of the scheduled public bid opening.

The decision to allow a bid to be withdrawn is at the sole discretion of the Purchasing Services section. If the bid is to be awarded by category, lot, or group the withdrawal request will apply to all items within the category, lot, or group. All documents and conversations relating to any withdrawal request will become a part of the permanent bid file.

12. **MODIFICATION OF SUBMITTED BIDS PRIOR TO PUBLIC BID OPENING:** A bidder may request to modify their bid response prior to the scheduled date and time set for the public bid opening (i.e. bid submission deadline). To modify a bid response, the bidder must provide an alternate, complete bid package containing all required forms and necessary documents. The alternate bid package must be marked somewhere on the outer packaging as "REVISED". Purchasing Services will not return the original bid package to the bidder. The original bid package will be kept in the contract file.

In order to protect the integrity of the bidding process, bids shall not be prepared on the premises of ODOT. Any bid which is prepared on the premises of ODOT may be immediately disqualified and receive no further consideration for award.

13. **UNIT BID PRICES:** The unit bid price(s) submitted shall govern the award of this invitation to bid unless otherwise specified in the bid evaluation criteria. The unit bid price should be entered for each required bid item on the Department's pricing page. Use of ditto marks, arrows, or other markings in lieu of the actual unit price may result in a non-responsive bid determination. Lot or group prices listed in the unit bid price area shall be considered as the unit price unless clearly identified as the lot price. Unless specifically allowed in the contract's terms and conditions, requests to change or alter unit bid prices after the public bid opening are prohibited.

The following requirements also apply to unit bid prices:

a. **DECIMAL POINT:** Bidders should not insert a unit cost of more than two (2) digits to the right of the decimal point. Digit(s) beyond two (2) will be dropped and not recognized by the Department for the purposes of bid evaluation or contract award.

b. **CREDIT CARD FEES:** Bidders must incorporate into their unit bid price(s) submitted all costs and fees associated with the State's use of a payment (credit) card.

c. **DISCOUNTS:** While bidders may offer to the Department discounts for prompt payment and other similar incentives, discounts and incentives these will not be used to alter the submitted unit bid price(s) for purposes of bid evaluation and contract award. This section only applies to bids awarded to the lowest responsive and responsible bidder either by individual bid item or group of bid items and does not include bids which are awarded to all responsive and responsible bidders (i.e. Multiple Award Contracts).

d. **MULTIPLE AWARD CONTRACTS:** Pursuant to Ohio Revised Code 5513.02, the Department may award Contracts to all responsive and responsible bidders for articles (i.e. bid items) meeting the general specifications provided. These are referenced by the Department as 'Multiple Award Contracts'. Unit bid prices submitted for Multiple Award Contracts shall be considered by the Department as an amount-not-to-exceed unit bid price for the entire duration of the Contract. These awarded, amount-not-to-exceed bid prices often do not reflect potential quantity discounts, freight discounts, nor other similar discounts/incentives offered periodically by a distributor, manufacturer, or supplier. Where like or similar bid items are being offered by two or more awarded Vendors (bidders) on the awarded Contract, the Department reserves the right to obtain quotes from all awarded bidders on the Contract in order to achieve the best and most up-to-date pricing available to the Department at the time of ordering.

e. **UNBALANCED BIDS:** The Department will not accept unit bid prices that are deemed to be either materially or mathematically unbalanced. The final determination of an unbalanced unit bid price shall be at the Department's sole discretion.

f. **TIE BID PROCESS:** If two or more responsive bids offer the same unit bid price, ODOT may break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given up to three (3) business days to submit a written revised unit price for the affected item or items. Bidders are not required to submit a revised unit price. In the event a tie still exists after the above-prescribed deadline has passed, ODOT will schedule a coin flip to be conducted in the presence of both bidders. The winner of the coin flip will be deemed awarded the affected bid item(s).

14. **PREFERENCE FOR OHIO/BORDER STATE PRODUCTS:** The bid award for this invitation to bid may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under O.R.C. Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06. A bidder must complete the enclosed *Buy Ohio/Buy America Certification Statement* form to be eligible to receive any applicable bid preferences.
15. **RESPONSIVE BIDDER:** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.
16. **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS:** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Department either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Department.
17. **BIDDER RESPONSIBILITY:** The Department will only award this invitation to bid to what it deems to be a responsible bidder. The Department's determination of a bidder's responsibility includes, but is not limited to, the following factors:
 - a) experience of the bidder;
 - b) bidder's financial condition;
 - c) bidder's conduct and performance on previous contracts;
 - d) the bidder's facilities;
 - e) the bidder's management skills;
 - f) the bidder's employees;
 - g) past experience and/or quality of bidder's proposed subcontractors;
 - h) the bidder's ability to execute the contract;
 - i) review of Federal and Department debarment lists;
 - j) bidder has history of successful performance on contracts of similar size and scope; and
 - k) current or impending legal actions against a bidder.
18. **APPARENT CLERICAL MISTAKES:** Clerical mistakes apparent on the face of the bid may be corrected, at the Department's discretion, before contract award. The Department first shall obtain from the bidder a verification of the information intended and will attach written verification of the mistake by the bidder in the contract file and award documents. Example of apparent clerical mistakes are:
 - (1) Obvious misplacement of a decimal point or comma;
 - (2) Obvious incorrect discount factor; or
 - (3) Transcription error in Part Number.
19. **ADDITIONAL INFORMATION:** The Department reserves the right to request additional information to evaluate a bidder's responsiveness to the Invitation to Bid's requirements and/or to evaluate a bidder's overall responsibility. These requests may require the bidder's submission of confidential materials (e.g. financial statements). If a bidder does not provide all of the requested information within the prescribed timeframe, the Department may find the bid non-responsive and ineligible for award.

20. **PRODUCT SAMPLES:** The Department may require bidders, by Invitation to Bid or by request during bid evaluation, to provide sample supplies or equipment or examples of work, at the Bidder's expense. Samples must clearly identify the Bidder, the bid number, and the item the sample represents in the bid. The Department will return samples that are not destroyed by testing, at the Bidder's expense, upon the Bidder's timely request. The Department may keep the samples of the Bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and the Department may dispose of them in any way it chooses.
21. **SPECIFICATIONS:** The Department is authorized by Sections 5513 and/or 125.02(B) of the Ohio Revised Code to prepare specifications and establish contracts to obtain the supplies, equipment, and/or services referenced within this invitation to bid. The purpose of the provided specifications is to describe the supplies, equipment, and/or services to be purchased and will serve as a fair and equitable basis for comparison of submitted bids. The Department may use any form of specification it determines to be in the best interest of the Department and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification or a combination thereof. If the department determines that a design, performance or a combination specification is not in the best interest of the Department, it may use brand name or equal specifications.

Unless otherwise specified in this Invitation to Bid, all products, equipment, supplies, etc. offered by bidders must be in a new condition. A 'new' product is one that will be first used by the Department after it has been manufactured or produced. Used, reconditioned, or previously titled products, supplies, or equipment will not be considered for award of this Invitation to Bid.

The Department uses qualified products list (QPL) and/or approved products lists (APL) developed by either itself or other qualified institutions to specify acceptable products and supplies that have been through proper application and testing procedures to verify conformance with technical and/or performance specifications. Where the Department requires products and supplies to be included on a specific QPL/APL listing, the Department will not accept bids for products/supplies that are not included on a specified QPL/APL at the time of public bid opening.

A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

22. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Department, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, or suitability for the purpose intended, may be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Department to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product being offered is an equivalent product, such bid will be considered to offer the exact brand, make, or manufacturer name referenced in the bid solicitation.
23. **DEVIATIONS:** Statements or modifications made by a bidder in their submitted bid package that deviate from this Invitation to Bid's terms, conditions, specifications and requirements may render a bid non-responsive and ineligible for award.

Acceptance of any deviations or modifications will be confirmed by the Department in writing, if accepted. If the Department does not specifically approve submitted deviations or modifications in writing, an award of this invitation to bid shall not constitute acceptance of the bidder's submitted modifications.

24. **ESTIMATED QUANTITIES:** Any purchase estimates indicated for bid item(s) are to be considered as estimates only. The Department makes no representation or guarantee as to the actual amount of item(s) to be purchased by the Department or Political Subdivisions.
25. **OVERLAPPING CONTRACT ITEMS:** The products and/or services included in this solicitation may be available from other State of Ohio contracts and/or other contracts made available for the Department's

use. The existence of these contracts containing like or similar products and/or services could be either known or unknown to the Department at the time this Invitation to bid has been published. Unless otherwise stated in this contract, the Department may acquire these products and/or services from any available source. The Department will make purchases from sources that are deemed to be in the best interest of the Agency.

26. **REJECTION/PARTIAL AWARD OF BIDS:** The Department reserves the right to reject any or all bid responses, award partial contracts, or choose to rebid when:

(1) Product, supplies and/or services are not in compliance with the requirements, specifications, and terms and conditions set forth in this Invitation to Bid; or

(2) Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the Department; or

(3) Only one bid is received, and the Department cannot determine the reasonableness of the bid prices submitted; or

(4) It is determined that the award of any or all items would not be in the best interest of the Department; or

(5) The Department, in its opinion, did not achieve the desired amount of competition amongst qualified bidders for the products, supplies, and/or services being offered in the bid solicitation; or

(6) Inadequate or ambiguous specifications were cited in the bidding documents; or

(7) The Department determines that specifications and/or requirements were missing from the bidding documents; or

(8) A bidder imposes additional terms and conditions against the Department.

27. **NOTICE TO BIDDERS OF REJECTED BIDS:** When the Department deems it necessary to reject a bid, the Department will notify each affected bidder and the reasons for such actions.

28. **BID PROTESTS:** Any bidder either deemed not responsible or whose bid has been deemed non-responsive shall be notified by the Department of that determination and the reasons for it. The notification will be provided by the Department in writing and sent by certified U.S. mail and at the email address provided on the front cover of this bid. The bidder will have five (5) calendar days after receipt (by mail or email confirmation) of this notification to file a written, valid protest of the Department's determination. A valid written protest must contain substantive information and evidence so as to refute the Department's asserted claims against either the bid's responsiveness or bidder's responsibility, whichever apply. The Department will only review and respond to valid written protests containing substantive information and evidence. After review of the valid written protest, the Department will either affirm or reverse its original determination.

If a valid written protest is not received by the Department within five (5) calendar days of receipt, the Director of ODOT will move forward awarding the Contract and the affected bidder will have effectively waived its right to protest the Department's decision. For the purposes of this paragraph, "receipt" shall be defined as verification (via either certified mail return receipt or electronic read or delivery receipt) that the apparent low bidder has received the Department's written determination against the affected bidder. Upon the bidder's receipt, the five (5) calendar day response deadline shall commence.

29. **DELAYS IN CONTRACT AWARD:** Delays in the award of this Invitation to Bid beyond the anticipated Contract start date may result in a change in the contract period as indicated in the Special terms and conditions of this bid solicitation. In these instances, ODOT shall reserve the right to award a contract covering a period equal to or less than the initial contract term than originally specified in this bid solicitation.

30. **CONTRACT AWARD AND FORMATION:** Successful bidder(s) will receive via U.S. regular mail and/or email a Notice of Contract Award letter as well as a photocopy version of the Signature Page executed by both Parties. These documents shall serve to form the Contract between the Parties. The Signature Page must be executed by both the bidder and the Director of ODOT for the Contract to be deemed valid and enforceable. The Department will maintain in the Contract file the Signature Page document containing each parties' original signature(s).

Upon award of an Invitation to Bid, the bid invitation number (e.g. Invitation No. 999-16) will subsequently become the number assigned to the resulting Contract (e.g. ODOT Contract number 999-16) and will be referenced by the Department in all matters and documents related to said Contract.

Upon award of an invitation to bid, successful bidders will thereafter be referenced as "Vendor" or "Contractor" by the Department in all matters and documents related to the resulting Contract.

31. **PUBLIC POSTING OF AWARDED CONTRACTS:** All Contracts awarded by the Office of Contract Sales, Purchasing Services section are posted to the Department's website. Successful bidders and awarded Contract pricing can be found by viewing the Contract's award tab (Excel file). Award tabs can be accessed via the following website:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseCurrentContracts/CurrentKs.aspx>

32. **PUBLIC RECORD:** All opened bids and their contents are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To expedite and properly respond to such public records requests, a written request must be submitted to the Department. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored after a Contract has been executed.

Bidders may request that specific information, such as trade secrets or proprietary data, be designated as confidential and not considered as public record. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment cannot be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department.

Requests to view previously submitted bids must be submitted in writing to either of the following addresses:

Contracts.Purchasing@dot.ohio.gov
Ohio Department of Transportation
Office of Contract Sales, Purchasing Services
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

GENERAL DEFINITIONS

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.
2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.
3. BIDDER: The company and/or authorized representative of the company who has signed and is submitting a bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.
4. DEPARTMENT: Ohio Department of Transportation
5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
6. F.O.B. PLACE OF DESTINATION: meaning the Vendor pays, and includes the cost of such in their bid, and bears the risk for the transportation/delivery of goods delivered to the specified locations provided by the Purchaser.
7. INVITATION TO BID/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation and award of the bidder's response, the Invitation to Bid then becomes the contract between ODOT and the successful bidder, both governed by the laws of the State of Ohio.
8. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.
9. LOWEST RESPONSIVE\RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.
10. MINORITY BUSINESS ENTERPRISE (MBE): means an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians. Only businesses certified by the State of Ohio Equal Opportunity Division in accordance with Section 123.151 of the Ohio Revised Code shall be recognized as being MBE certified within the purpose of this invitation.
11. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

13. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
14. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.
15. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.
16. SUPPLIES: Provisions and items normally considered expendable or consumable.14. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Director of ODOT, or if such unbalanced prices are contrary to the interest of the department.
17. VENDOR: The bidder who, upon awarding of a contract, then becomes a Vendor who is considered to be a primary source for providing the goods and/or services included in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.
18. SUBVENDOR/SUBCONTRACTOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

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**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

STANDARD CONTRACT TERMS AND CONDITIONS

(Last Revised 02/2019)

1. **HEADINGS:** The headings used in this Contract are for convenience only and shall not be used to affect the interpretation of any of the Contract terms and conditions.
2. **ENTIRE CONTRACT:** This Contract consists of the complete Invitation to Bid, including the Instructions, Terms and Conditions for Bidding, these Standard Contract Terms and Conditions, the Special Contract Terms and Conditions, ODOT Cooperative Purchasing Program Requirements, mutually executed Signature Page, Specifications and Requirements, awarded unit bid pricing, and any written addenda to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").
3. **APPROPRIATION OF FUNDS.** Pursuant to the Constitution of the State of Ohio, Article II Section 22, ODOT's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and ODOT will have no further obligation to make any payments and will be released from its obligations on the date funding expires.

The current Ohio General Assembly cannot commit a future Ohio General Assembly to a future expenditure. If the term of this Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Vendor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

4. **OBM CERTIFICATION:** None of the rights, duties, or obligations in this Contract will be binding on the Department, and the Vendor will not begin its performance, until all of the following conditions have been met:
 1. All statutory provisions under the O.R.C., including Section 126.07, have been met; and
 2. All necessary funds are made available by the Ohio Office of Budget and Management; or
 3. If ODOT is relying on Federal or third-party funds for this Contract the ODOT gives the Vendor written notice that such funds have been made available.
5. **CONTRACT MODIFICATIONS:** Amendments or modifications to this Contract must be executed in writing between the parties and signed by the Director of ODOT. Amendments or modifications to this Contract made between the Vendor and other Department personnel shall be void and unenforceable.
6. **CONTRACT CONSTRUCTION:** Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Department. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.
7. **GOVERNING LAW / SEVERABILITY:** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
8. **ASSIGNMENT / DELEGATION:** The Vendor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the Director of ODOT. Any assignment or delegation not consented to may be deemed void by the Department.

9. **PLACEMENT OF ORDERS/METHODS OF PAYMENT:** The Department shall use either State of Ohio Purchase Order or State of Ohio Payment Card (i.e. credit card) to authorize performance under this Contract and to issue payments for supplies, products, and/or services acquired. Vendors are required to accept both forms of payment. For Department purchases over \$2,500.00, an official State of Ohio purchase order must be generated and obtain approvals from the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation prior to its effectiveness. An approved State of Ohio purchase order will be sent to the Vendor and the Vendor will provide the goods and/or services listed on the ordering documents and in accordance with the Contract's terms and conditions. Any order placed not using an approved ODOT purchase order or against a State payment card, shall not be considered a valid order and may result in denial of payment and/or return of goods at the Vendor's expense.
10. **ACCEPTANCE OF ORDERS:** The Vendor must accept orders placed by the Department pursuant to this Contract up through the last day of the Contract's effectiveness, inclusive of any contract extensions exercised or agreed-upon between the Parties.
11. **BLANKET PURCHASE ORDERS:** The Department utilizes blanket purchase orders to pre-authorize funding for use on Contracts containing bid items that, due to the urgent nature of maintaining the Department's highways and facilities, are critical to the Department executing its mission and objectives. The generation of blanket purchase orders are not used by the Department to place a specific order, rather as a means to make funding more readily available for use when Contract items are needed. The Vendor shall keep all blanket purchase orders on file and make them readily available for use by Department personnel to place orders against. When placing orders against a blanket purchase order, the Department will telephone or email orders referencing the blanket purchase order and its associated ODOT purchase order number. All of the Contract's terms and conditions shall apply to the Department's orders referencing a blanket purchase order.

For all blanket purchase orders, quantities and amounts to be purchased from these purchase orders is unknown by the Department and Vendors must not construe these purchase orders as a commitment to purchase a specific amount of goods and/or services. Accordingly, the Department reserves the right to increase or decrease the available funding on these blanket purchase orders at its discretion.

12. **DELIVERY INSPECTION AND ACCEPTANCE:** Upon pick-up or delivery of any supplies, products, and/or services, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. ODOT shall have sufficient and reasonable time to fully inspect supplies and/or services for compliance. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, ODOT shall notify the Vendor for removal/replacement of the product and/or service at the Vendor's expense. ODOT shall retain all rights and remedies as described herein. Wherein products ordered by ODOT are delivered to a facility, which is not owned by ODOT and where ODOT has contracted with this facility to take delivery of products ordered by ODOT, acceptance will occur when the products have been inspected and accepted by ODOT within a reasonable amount of time after delivery to the facility. ODOT shall not be responsible for any storage costs incurred prior to the inspection and acceptance.
13. **RETURN GOODS POLICY:** The Department will apply the following Return Goods Policy on all purchases made under the Contract:
 - (A) Return goods, when due to Vendor debar (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Vendor, at the Vendor's expense. The Vendor shall make arrangements to remove the return goods from the Department's premises within five (5) calendar days after notification. The Vendor shall not apply any restocking or other charges to the Department. At the option of the Department, replacement items may be accepted and will be shipped within five (5) calendar days of notification. Failure of the Vendor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Department will dispose of accordingly.

(B) For orders of custom manufactured items, the Vendor will provide a production sample of the item to the Department for acceptance. The production sample will be identical to the item to be provided. The Department will provide written acceptance of the item prior to the Vendor continuing with production. Once delivery and acceptance has been completed and the Department determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Vendor. If the Vendor agrees to the return of these items, the Department will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the Department and subsequent return of goods to the location designated by the Vendor. The Vendor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Vendor. Failure of the Vendor to provide a production sample and obtain written approval from the Department will result in the Vendor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to Department error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Vendor if notice is given by the Department within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The Department will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Vendor. The Vendor may assess a restocking fee (not to exceed 10%) associated with the return of the items to the location designated by the Vendor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Vendor.

14. **PRODUCT RECALLS:** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any Department or Federal regulatory agency, the Vendor shall be responsible to notify the ODOT Office of Contract Sales, Purchasing Services section and all other ordering agencies/entities within two business days after notice has been given. Vendor shall, at the option of the Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Vendor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
15. **PRODUCT SUBSTITUTION:** In the event a specified product listed in the Contract becomes unavailable or cannot be supplied by the Vendor for any reason (except as provided for in the Force Majeure clause), a product deemed in writing by the Department to be equal to or better than the specified product must be substituted by the Vendor at no additional cost or expense to the Department. Unless otherwise specified, any substitution of product prior to the Department's written approval may be cause for termination of Contract.

The Department reserves the right to deny any substitution request that it is deemed to not be in the best interest of the Department. In these instances, the Department may seek substitute products from another supplier and assess the difference in cost, if any, as damages against the Vendor for their material breach.

16. **INVOICE REQUIREMENTS:** The Vendor must submit an original, proper invoice to the office designated on the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information: 1. The ODOT purchase order number authorizing the delivery of products or services. 2. A description of what the Vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. 3. The Contract number pursuant to the deliverable.

17. **DEFECTIVE INVOICES:** In the event the Department is in receipt of defective or improper invoices, the Department shall postpone payment pursuant to Section 126.30 of the Ohio Revised Code. Invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.
18. **PAYMENT DUE DATE:** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.
19. **INSURANCE POLICIES:** By way of provision in this Contract to maintain specific minimum levels of insurance coverage(s) (e.g. Commercial General liability, Auto liability, Public liability, Property Damage, etc.), the Vendor shall provide to Department upon request evidence of such insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished by the Vendor within two (2) business days and on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy. The Certificate of Insurance or certified copy of the policy must contain an endorsement naming the State of Ohio, Department of Transportation, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the Department under this Contract, at no cost to Department. Vendor shall notify the Department within ten (10) calendar days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Vendor shall provide to the Department evidence of a replacement policy at least five (5) calendar days prior to the effective date of such cancellation, expiration, or reduction in coverage.

All required insurance policies shall be maintained at Vendor's sole expense and in full force for the complete term of the Contract, including any warranty periods. Reference 107.12 the Construction & Materials Specification handbook.

20. **TAXATION:** ODOT is exempt from federal excise taxes and all Department and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.
21. **CONTRACT TERMINATION:** If a Vendor fails to perform any one of its obligations under this Contract, it will be in breach of contract and the Department may terminate this Contract in accordance with this section. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Department.

a. **Termination for Breach.** If Vendor's breach is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Vendor.

b. **Termination for Un-remedied Breach.** If Vendor's breach may be cured within a reasonable time, the Department will provide written notice to Vendor specifying the breach and the time within which Vendor must correct the breach. If Vendor fails to cure the specified breach within the time required, the Department may terminate the Contract. If the Department does not give timely notice of breach to Vendor, the Department has not waived any of the Department's rights or remedies concerning the breach.

c. **Termination for Persistent Breach.** The Department may terminate this Contract by written notice to Vendor for defaults that are cured, but persistent. "Persistent" means three or more breaches. After the Department has notified Vendor of its third breach, the Department may terminate this Contract without providing Vendor with an opportunity to cure. The three or more breaches are not required to be related to each other in any way.

d. **Termination for Endangered Performance.** The Department may terminate this Contract by written notice to the Vendor if the Department determines that the performance of the Contract is endangered through no fault of the Department.

e. **Termination for Financial Instability.** The Department may terminate this Contract by written notice to the Vendor if a petition in bankruptcy or a Federal or State tax lien has been filed by or against the Vendor.

f. **Termination for Delinquency, Violation of Law.** The Department may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.

g. **Termination for Subcontractor Breach.** The Department may terminate this Contract for the breach of the Vendor or any of its subcontractors. The Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Department for any liability to them. Subcontractors will hold the Department harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.

h. **Termination for Vendor's Failure to Pay Material Suppliers.** Pursuant to Section 4113.61 of the Ohio Revised Code, Vendors shall promptly pay material suppliers, within ten (10) calendar days of receipt of payment from the State of Ohio, for materials ordered and delivered as a result of this contract. A Vendor unable to furnish bid items because of non-payment issues related to a material supplier shall constitute grounds for the Director of ODOT to terminate this contract immediately. A Vendor may, at the discretion of the Department, be given an amount of time, amount shall be specified by the Department in writing, to furnish past due payment to the material supplier before termination shall occur.

j. **Failure to Maintain MBE Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Vendor to maintain certification as a MBE. If the Vendor fails to renew its certification and/or is decertified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

k. **Failure to Maintain Licensure.** The Vendor's failure to maintain the proper license(s) to perform the services or provide the goods prescribed by this Contract shall be grounds to terminate this Contract without prior notice.

l. **Qualified Products Listing and Approved Products Listing.** Any products or supplies removed from a specific qualified products listing/approved product listing, by either the Department, government, or governing body throughout the duration of the Contract shall be removed from the Contract effective on the date of removal from the respective listing.

22. **NOTICE OF BREACH:** Each party of this Contract has an obligation to provide written notice when it is determined by one party that the other party is in default of this Contract. A notice of ODOT's default of this Contract must be sent to the Procurement Manager of the ODOT Office of Contract Sales.
23. **CONTRACT SUSPENSION:** A Vendor who fails to perform any one of its obligations under this Contract will be in breach. In these instances, ODOT may choose to suspend the Vendor from the contract rather than terminate the Contract.

In the case of a suspension for ODOT's convenience, the amount of compensation due the Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for ODOT's convenience or the Vendor may be entitled to compensation for work performed before the suspension, less any damage to ODOT resulting from the Vendor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Vendor's receipt of the notice. The Vendor will immediately prepare a report and deliver it to ODOT which will include a detailed description of work completed, percentage of project completion, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.

24. **CANCELLATION FOR CONVENIENCE:** The Department reserves the right to cancel and terminate this Contract, in whole or in part, without penalty, upon thirty (30) days written notice to an awarded vendor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period and upon a minimum of sixty (60) days written notice to the other party. Cancellations exercised in accordance with this section shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
25. **CONTRACT DAMAGES:** The Department may assess, at a minimum but not limited to, the following damages against a Vendor:
- A. **ACTUAL DAMAGES:** Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor's breach. The Department may substitute supplies or services, from a third party, for those that were to be provided by Vendor. In accordance with Ohio Revised Code §5513.05(c), the Department may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's breach, from Vendor.
 - B. **LIQUIDATED DAMAGES:** If actual and direct damages are uncertain or difficult to determine, the Department may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the breach for every day that the breach is not cured by the Vendor. If Delay of the cure is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date(s) shall be at the sole discretion of ODOT.
 - C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE:** The Department may deduct all or any part of the damages resulting from Vendor's breach from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the Department.
 - D. **INCIDENTAL/CONSEQUENTIAL DAMAGES:** Pursuant to Section 5513.05 of the Ohio Revised Code, the Department may recover from a Vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code, incurred by the Department in promptly obtaining the conforming articles.
26. **CONTRACT TERM EXTENSIONS:** ODOT reserves the right to unilaterally extend this Contract up to one (1) calendar month beyond the original contract expiration date at the original unit bid prices awarded. Contract extensions beyond one (1) calendar month shall be executed by means of written, mutual agreement with the Contract Vendor.
27. **FIRM, FIXED PRICE CONTRACT:** Unless otherwise specified in the bidding documents, this Contract is a Firm, Fixed-Price Contract. The Vendor will be required to provide to the Department with the materials, supplies, equipment and/or services at the awarded bid price(s) for the entire duration of the contract, and any extensions thereto.
28. **FORCE MAJEURE:** If the Department or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events.
29. **EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor will comply with all Department and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

30. **ANTITRUST ASSIGNMENT TO THE DEPARTMENT:** Vendor assigns to the State of Ohio, through the Department of Transportation, all of its rights to any claims and causes of action the Vendor now has or may acquire under Department or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Vendor's suppliers and subcontractors.

31. **CONFIDENTIALITY:** The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Vendor may not disclose any information obtained by it as a result of this Contract, without the written permission of the Department. The Vendor must assume that all Department information, documents, data, records or other material is confidential.

The Vendor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Vendor's possession before disclosure by the Department, and it was received by the Vendor without the obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Vendor from a third party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the Department; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Vendor (a) notifies the Department 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 serviced by the original order of production. The Vendor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the Department's may cause the Department irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the Department shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

32. **DRUG-FREE WORKPLACE:** The Vendor agrees to comply with all applicable Department and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on Department property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

33. **WORKERS' COMPENSATION:** Workers' compensation insurance, as required by Ohio law or the laws of any other Department where work under this Contract will be done. The Vendor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

34. **OHIO ETHICS LAW:** Vendor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

35. **PUBLICITY:** The Vendor will not advertise that it is doing business with the Department or use this Contract as a marketing or sales tool without prior, written consent of the Department. This provision includes marketing or sales tools related to the ODOT Cooperative Purchasing Program.

36. **STRICT PERFORMANCE:** The failure of either party, at any time to demand strict performance by the other party of any of the terms of this Contract, will not be construed as a waiver of any such term and either party may at any time demand strict and complete performance by the other party.

37. **SUBCONTRACTING.** The Department recognizes that it may be necessary for the Vendor to use subcontractors to perform portions of the work under the Contract. In those circumstances, the Vendor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Vendor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Department reserves the right to reject any subcontractor submitted by the Vendor. All subcontracts will be at the sole expense of the Vendor and the Vendor will be solely responsible for payment of its

subcontractors. The Vendor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Vendor will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Vendor will be the sole point of contact with regard to all contractual matters.

38. **SURVIVORSHIP:** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
39. **GENERAL REPRESENTATIONS AND WARRANTIES:** The Vendor warrants that the recommendations, guidance, and performance of the Vendor under this Contract will:
1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
 2. No services, products or supplies will infringe on the intellectual property rights of any third party.
 3. All warranties are in accordance with Vendor's standard business practices attached.
 4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Vendor's activities under this Contract, the Vendor warrants that:
 5. The Vendor has the right to enter into this Contract.
 6. The Vendor has not entered into any other contracts or employment relationships that restrict the Vendor's ability to perform under this Contract.
 7. The Vendor will observe and abide by all applicable laws and regulations, including those of the Department regarding conduct on any premises under the Department's control.
 8. The Vendor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the Department.
 9. The Vendor has the right and ability to grant the license granted in products or supplies in which title does not pass to the Department. If any services of the Vendor or any products or supplies fails to comply with these warranties, and the Vendor is so notified in writing, the Vendor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Vendor will also indemnify the Department for any direct damages and claims by third parties based on breach of these warranties.
40. **VENDOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY:** Vendor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void ab initio.
41. **LIMITATION OF LIABILITY:** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the Vendor agrees that the Vendor shall be liable for all direct damages due to the fault or negligence of the Vendor.
42. **INDEMNITY:** The Vendor will indemnify the Department for any and all claims, damages, lawsuits, 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 Vendor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors. Reference 107.12 the Construction & Materials Specification handbook.

The Vendor will also indemnify the Department against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the Department's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the Department has

modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The Department agrees to give the Vendor notice of any such claim as soon as reasonably practicable and to give the Vendor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Department Attorney General. If a successful claim of infringement is made, or if the Vendor reasonably believes that an infringement claim that is pending may actually succeed, the Vendor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing;
2. Replace products or supplies with an equivalent or better item;
3. Acquire the right for the Department to use the infringing products or supplies as it was intended for the Department to use under this Contract; or
4. Remove the products or supplies and refund the fee the Department paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the Department.

43. **AUDITS:** The Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Vendor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Vendor agrees to provide the Department, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Vendor involving transactions related to this Contract. The Vendor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractor to agree to the same provisions of this Article. The Vendor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Vendor must provide access to the requested records no later than (5) five business days after the request by the Department or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the Department or any other provider of funds for the Contract, the Department or other party will be entitled to recover damages, as well as the cost of the audit.

44. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** It is fully understood and agreed that Vendor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Transportation. Vendor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Vendor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

TRADE: Pursuant to R.C. 9.76(B), Vendor warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

45. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:**

Vendor agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age, disability, military status, national origin, or ancestry.

During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the Federal Requirements as follows:

1. Vendor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).

3. Vendor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Vendor shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Vendor's compliance with Title VI.

4. Compliance with Regulations: The Vendor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

5. Nondiscrimination: The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in section 10. below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

6. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

7. Information and Reports: The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8. Sanctions for Noncompliance: In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Vendor under the contract until the Vendor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

9. Incorporation of Provisions: The Vendor will include the provisions of sections 1. through 9. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

10. During the performance of this contact, the Vendor, for itself, its assignees, and successors in interest, consultants and sub-contractors, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

SIGNATURE PAGE

Invitation to Bid #525-20

Commodity/Service: Advanced Traffic Management Systems

This Signature Page must be completed and submitted with a Bidder's sealed bid package to serve as acknowledgement to the Department that the Bidder understands and will comply with all terms, conditions, and requirements in submitting a bid (offer) for the above-referenced Invitation to Bid.

Furthermore, the execution and submission of this Signature Page shall serve as acknowledgment that the Bidder will enter into a Contract with the State of Ohio, Department of Transportation if selected for award of the above-referenced Invitation to Bid, and understands, upon Contract award, it shall be bound by all terms and conditions included in this invitation to bid.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal bid (offer) and is authorized to execute Contracts on such Company's behalf.

(Please execute below using blue ink)

Company (Bidder) Name: _____

Original Signature: _____

Print Name of Officer: _____

Title of Signing Officer: _____

Date: _____

FOR USE BY THE OHIO DEPARTMENT OF TRANSPORTATION ONLY:

Pursuant to Section 30 of the Instructions, Terms and Conditions for Bidding, a signature below by the Director of ODOT shall serve as the Department's formal acceptance of the bidder's offer and will effectively form ODOT Contract 525-20 between the State of Ohio, Department of Transportation and the above successful bidder (company):

**Thomas Pannett,
Administrator, Office of Contract Sales
State of Ohio, Department of Transportation**

Date

**Jack Marchbanks, Ph. D.
Director
State of Ohio, Department of Transportation**

Date