

# REQUEST FOR PROPOSALS

**RFP NUMBER:** 0A06008  
**DATE ISSUED:** December 7, 2005

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Office of Information Technology, Service Delivery Division, is requesting proposals for:

## Ohio Statewide Imagery Acquisition Project

**INQUIRY PERIOD BEGINS:** December 7, 2005  
**INQUIRY PERIOD ENDS:** December 19, 2005  
**OPENING DATE:** December 29, 2005  
**OPENING TIME:** 11:00 A.M.  
**OPENING LOCATION:** Office of Information Technology  
Investment and Governance Division  
Contract Management Bid Room  
30 East Broad Street, 40th Floor  
Columbus, Ohio 43215

**PRE- PROPOSAL CONFERENCE DATE:** December 13, 2005, at 2:30 P.M.

This RFP consists of five (5) Parts and eight (8) Attachments, totaling eighty-one (81) consecutively numbered pages. Supplements may be attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 and 125.18 of the Ohio Revised Code (the Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code). The Office of Information Technology, Service Delivery Division (OIT/SDD) has asked the Office of Information Technology (OIT) to solicit competitive sealed proposals (Proposals) for photogrammetric capabilities to develop digital orthophotography for the State of Ohio (the Work or the Project), and this RFP is in response to that request. If a suitable offer is made in response to this RFP, the State of Ohio (the State), through OIT, may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

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

Once awarded, the term of the Contract will be from the award date through June 30, 2006. The State may renew this Contract for the next two (2) fiscal years, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the State. The maximum duration of this contract will be three (3) years or until June 30, 2008.

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

**Background.** The Ohio Geographically Referenced Information Program (OGRIP) wishes to better support the users of geospatial data within Ohio, provide for a common visual geographic framework that can be used by all levels of government, and enable more effective planning and response in case of man-made or natural emergencies.

The OIT/OGRIP statewide imagery acquisition Project entails the entire land area of the state of Ohio, which is approximately 41,276 square miles. The State's envisioned Project extent and imagery, required products and services and Deliverables are identified in Attachment One: Work Requirements of this RFP document.

OGRIP is the authorized GIS coordinating body for the State. OGRIP promotes effective use and sharing of geographic data—data that includes a reference to place, such as street address, voting district, or coordinate position. Created in 1988 to provide a mechanism for communicating in and between state agencies and local government, OGRIP was officially established through an Executive Order by Governor Voinovich (93-010-V). This Executive Order was re-established by Governor Taft (99-10T and 2000-05T) into its present configuration. Consisting of a Council that directs its activities, and a Forum that provides opportunities for users and creators of spatial information to meet and exchange ideas, OGRIP reflects a truly multi-organizational approach. The Council's make-up and current representation are provided below:

County Auditor's Association of Ohio (CAAO) [Fairfield County]	Office of Information Technology (OIT)
County Commissioners Association of Ohio (CCAO) [Lucas County]	OGRIP Forum Chair
County Engineers Association of Ohio (CEAO) [Seneca County]	Ohio Association of Regional Councils (OARC) [Brooke-Hancock-Jefferson MPC]
Department of Development (ODOD)	Ohio Environmental Protection Agency (OEPA)
Department of Natural Resources (ODNR)	Ohio Municipal League (1 for cities over 100,000) [Cleveland]
Department of Transportation (ODOT)	Ohio Municipal League (1 for cities under 100,000) [Galion]
Institutions of Higher Learning [Cleveland State University]	Public Utilities [AEP]

OGRIP's primary focus is to:

1. Provide a leadership role in the establishment of a proper system of collection and dissemination of data
2. Coordinate GIS activities within the State that provide for the efficient collection, management and use of geographically referenced data
3. Establish a GIS Forum to assist in the coordination of GIS activities and to encourage access and consistency with other GIS systems to the maximum extent possible
4. Represent the interests and concerns of all State agencies.

OGRIP has initiated and sponsored numerous projects since its inception. A few of these are below:

- GISOM (Generating Information from Scanning Ohio Maps) [completed]
- Ohio Digital Orthophoto Program Study (ODOP) called for and defended the development of a comprehensive statewide program for imagery at local government resolutions in 1997. [completed]
- National Digital Orthophoto Program (NDOP) & DOQQ (Digital Ortho Quarter Quads) compression and enhancement [completed]
- Ohio County GIS Profiles provides a snapshot regarding spatial data assets in each county and their status. The purpose of the GIS Profiles was twofold – 1) to obtain an inventory of spatial assets and activities at the local level and 2) to create a mechanism for painless updates to this inventory as more counties and municipalities implement and manage GIS programs.
- The information gathered through this process allows OGRIP to craft together business cases for the development of statewide programs for data collection, such as digital imagery.
- Ohio Department of Commerce/Bureau of Underground Storage Tank Regulations working with the GIS Support Center (GISSC) is developing an application linking inventory, permitting and inspection data to site locations [on-going]
- The Location Based Response System (LBRS) is a \$7M program to develop highly accurate street centerlines with address ranges and field verified site address points through partnerships

with local governments. Staff at the GISSC manage this program, coordinating negotiation of MOAs (memoranda of agreements), and publicizing the program to all counties. All funding is earmarked for county participation and supports cross-agency data sharing for, among other things, emergency management and economic development. [on-going]

- Ohio Department of Agriculture's Premise Identification Program, working with the GISSC has obtained local government parcel information showing land use classification and ownership data to identify livestock locations and slaughterhouses to support analysis concerning the prevention of disease. [on-going]
- GIServOhio is a data and services portal to support the discovery, access, and delivery of raster and vector spatial data sets. There are nearly 5,000 data sets described and/or accessible through the GIServOhio portal today. They can be accessed at the following link; <http://metadataexplorer.gis.state.oh.us/metadataexplorer/explorer.jsp>. This implementation of server technology will provide a convenient means of "shopping" for the most current available data in Ohio. GIServOhio promotes data exchange using non-proprietary technologies.

To develop a comprehensive statewide GIS program for Ohio, the OGRIP Council needs to have a current and up-to-date inventory of county activity and spatial data assets. Local government activities have to be documented and assets coordinated if the benefits of a comprehensive program are to be realized. As mentioned above, the Ohio County GIS Profiles represents the assets and GIS activities in local government for Ohio.

The results of this annual County Profile Survey is available in delimited text format on the OGRIP web site by following the delimited text link next to the Survey Results heading of the Ohio GIS County Profiles page. They are current as of the individual file dates.

<http://geodata.oit.ohio.gov/geodata/projects/Profiles/sections/>

The first file provides a listing of the questions asked by section, the sections provide responses listed by county.

The State intends to procure the Deliverables proposed for statewide orthophotography for the Required and Optional Project Product Deliverables identified in this RFP from the selected offeror.

Final delivery of all products and services described in this RFP will be scheduled for completion no later than December 31, 2007.

The State requires a single contract for the imagery required and optional Project Product Deliverables. State agencies and counties will also be able to purchase from this Contract to enhance the required product Deliverables for the purpose of obtaining the optional products described in this RFP. The Contract will allow a State agency or a county to leverage the imagery acquisition services required to deliver the required product Deliverables for the State. If a State agency or county chooses to obtain an optional product enhancement, the enhanced product will be delivered with the State's required Deliverable and the State agency or county will be responsible for the additional cost for the enhancement as identified in the offeror's Cost Proposal.

Additional feature capture or resolution enhancement on behalf of counties or State agencies for Deliverables other than those identified in the Contract are outside the scope of this RFP document and will require a separate agreement between the successful Contractor and participating counties or State agencies.

No contracting services will be offered by the State of Ohio to support data capture, quality control, or any other services not explicitly listed in the resulting Contract.

**Calendar of Events.** The schedule for the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site question and answer area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through the State.

**Procurement Web site.** After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. The State will make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

**Dates:**

**Firm Dates**

Pre-Proposal Conference:	December 13, 2005, at 2:30 p.m. State of Ohio, Rhodes Tower Lobby Hearing Room 30 E. Broad Street Columbus, Ohio 43215
RFP Issued:	December 7, 2005
Inquiry Period Begins:	December 7, 2005
Inquiry Period Ends:	December 19, 2005, at 11:00 a.m.
Proposal Due Date:	December 29, 2005, at 11:00 a.m.

**There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.**

## **PART TWO: STRUCTURE OF THIS RFP**

**Organization.** This RFP is organized into five (5) Parts and has eight (8) Attachments. The Parts and Attachments are listed below. There also may be one or more supplements to this RFP, listed below:

### **Parts:**

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

### **Attachments:**

Attachment 1	Work Requirements
Attachment 2	Requirements for Proposals
Attachment 3	General Terms and Conditions
Attachment 4	Sample Contract
Attachment 5	Offeror Profile Summary
Attachment 6	Subcontractor Profile Summary
Attachment 7	Contractor Performance
Attachment 8	Cost Summary (Cost Proposal must be provided in a separate sealed envelope.)

### **Supplements:**

Supplement 1	W-9 Form
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### PART THREE: GENERAL INSTRUCTIONS

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

**Contacts.** The following person will represent the State:

Bruce Reichenbach, Acquisition Analyst  
Office of Information Technology  
Investment and Governance Division  
Acquisition Management Office  
30 East Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

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

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

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective offeror's representative who is responsible for the inquiry,
  - Name of the prospective offeror,
  - Representative's business phone number, and
  - Representative's e-mail address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this RFP,
  - The heading for the provision under question, and
  - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

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

Offerors may view inquiries using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter "A");
- Click the "Find It Fast" button;

- On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

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

### **Pre-Proposal Conference.**

The State will hold a Pre-Proposal Conference on Tuesday, December 13, 2005, at 2:30 p.m., in the Lobby Hearing Room, of the Rhodes Tower, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

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

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

Offerors may view amendments using the following process:

- Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select “Find It Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with zero followed by the letter “A”);
- Click the “Find It Fast” button;
- On the document information page, click on the amendment number to display the amendment.

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

After the submission of Proposals, amendments will be distributed only to those offerors whose submissions are under active consideration. When the State makes an amendment to the RFP after Proposals have been submitted, the State will permit offerors to withdraw their Proposals within ten (10) business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

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

**Proposal Submittal.** On the Proposal due date, each offeror must submit a technical section and a cost section as part of its total Proposal. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each Proposal must be submitted in its own separate, opaque envelope. The envelope with the technical section must be sealed and contain twelve (12) complete and signed copies of the technical section of the Proposal, and the envelope with the cost section also must be sealed and contain three (3) complete and signed copies of the cost section of the Proposal. **Further, the offeror must mark the outside of each envelope with either “Ohio Statewide Imagery Acquisition Project RFP – Technical Proposal” or “Ohio Statewide Imagery Acquisition Project RFP – Cost Proposal,” as appropriate.**

The original copy of the Technical Proposal and the original copy of the Cost Proposal must be designated by the offeror.

Included in the sealed Technical Proposal package and the Cost Proposal package, the offeror must also submit a copy of its respective Technical and Cost proposal packages on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and PDF format as appropriate. If there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal.

Proposals are due no later than the Proposal due date, at 11:00 a.m. Proposals submitted by email or fax are **not** acceptable and will not be considered. Proposals must be submitted to:

Office of Information Technology  
Investment and Governance Division  
Contract Management Bid Room  
30 East Broad Street, 40<sup>th</sup> Floor  
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Additionally, offerors must allow for potential delays due to increased security. The Ohio Building Authority stationed x-ray equipment on the Rhodes Tower loading dock in March 2005 and is using it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. All deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Moreover, any visitors attempting to bring packages through the Rhodes Tower lobby entrance that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

**Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.**

**By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.**

**The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.**

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

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

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option.

The State will retain all Proposals, or a copy of them, as part of the contract file for at least three (3) years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

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

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

**If an Alternative Proposal is submitted in response to this RFP by an offeror, the offeror must mark the outside of each envelope with either "Ohio Statewide Imagery Acquisition Project RFP – Alternative Technical Proposal" or "Ohio Statewide Imagery Acquisition Project RFP – Alternative Cost Proposal," as appropriate.**

**Alternate Proposals will only be considered from the highest ranking offeror.**

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

**Proposal Instructions.** Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachment(s) to this RFP.

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

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by any offeror in responding to this RFP, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Work. It may also cancel this RFP and contract for the Work through some other process or by issuing another RFP.

**Off Shore Prohibition. Unless the State agrees otherwise in writing, the selected offeror must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that propose s to do any work or make State data available outside the United States. The State also may reject any Proposal for which the offeror has not submitted an appropriate certification representing that it will ensure that all work on the Project will be done in the United States and all State data will remain in the United States. Unless the State agrees otherwise in writing, the Contractor and its subcontractors must do all work on the Project and keep all State data in the United States.**

## PART FOUR: EVALUATION OF PROPOSALS

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

**Rejection of Proposals** The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

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

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

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

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

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

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

**Initial Review.** The Acquisition Management Procurement Representative will review all Proposals for their format and completeness. The Acquisition Management Procurement Representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an offeror to submit a correction.

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

**State Review of the Proposals** The State will evaluate each Proposal that the Acquisition Management Procurement Representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The State may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The State may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal in which the offeror received a significant number of zeros for sections in the technical portions of the evaluation may be rejected. Those offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the State’s discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest-rated Proposals from this phase.

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

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

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

**Offeror Requirements**

The offeror should use the Offeror Profile Summary forms (Attachment Five) and Subcontractor Profile Summary forms (Attachment Six) of this document to respond to the Offeror Requirements.

The evaluation committee will rate the Proposals based on the following criteria and respective weights.

**Evaluation Criteria**

**TABLE 1**

<b>Criteria</b>	<b>Percentage</b>
Technical Proposal Requirements (Table 2)	80%
Cost Proposal	20%

The following table lists the Technical Proposal Requirements that will be evaluated and scored. The items included in the table below will be used to determine the technical points and represents 80% of the total weighted score. The Offeror Profile, Project Methodology, Project Plan, Delivery Schedule & Project Staffing, and Functional Requirement sections are weighted 25%, 40% and 35% respectively for the non-cost criteria.

**Technical Proposal Requirements**

**TABLE 2**

<b>OFFEROR PROFILE</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>
The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months. The offeror and/or subcontractor(s) must also demonstrate successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.	20	0	5	7	9
Offeror must demonstrate its knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). Additionally, the offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience including interaction with multiple levels of government and private sector in at least three (3) projects in the past five (5) years of similar scope and size.	30	0	5	7	9
<b>PROJECT METHODOLOGY, PROJECT PLAN, DELIVERY SCHEDULE &amp; PROJECT STAFFING</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>
Project Methodology	20	0	5	7	9
Project Plan	30	0	5	7	9
Delivery Schedule	10	0	5	7	9
Project Staffing	20	0	5	7	9
<b>FUNCTIONAL REQUIREMENTS</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>
Functional Requirements	70	0	5	7	9

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. Each criterion represents only a part of the total basis for a decision to award the Contract to an offeror. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

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

The award will be based on a scoring ratio of 80:20 with 80 percent referring to the Offeror Profile, Project Methodology, Project Plan, Delivery Schedule & Project Staffing, and Functional requirements (Technical Proposal) and 20 percent referring to cost (Cost Proposal).

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

The offeror with the highest point total for the Technical Proposal will receive 800 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula.

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 800$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula.

$$\text{Cost Proposal Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 200$$

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

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

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

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

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

**Interviews, Demonstrations, and Presentations.** The State may require some offerors to interview, make a presentation about their Proposal, or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed solution; or
- Test or probe the professionalism, qualifications, skills, and work knowledge of the offeror's key personnel.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, demonstrations, and interviews.

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

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

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

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the State may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's Proposal, as appropriate. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

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

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

Following negotiations, the State may set a date and time for the submission of best and final Proposals by the remaining offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final Proposals.

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

It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The State is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the State wants to negotiate, and to dispense with negotiations entirely.

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

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the State within five business days. If the State accepts the change, the State will give the offeror written notice of the State's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

**Failure to Negotiate.** If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and collect on the offeror's bid bond, if a bid bond was required in order to respond to this RFP.

## PART FIVE: AWARD OF THE CONTRACT

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

Included with this RFP as Attachment Four (4), is the sample Contract for the RFP. In awarding the Contract, the State will issue an award letter to the selected Contractors. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

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

**Contract.** If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Three (3) of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

## ATTACHMENT ONE: WORK REQUIREMENTS

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

**Scope of Work.** The primary objective of this Project is the delivery of digital orthophotography imagery as further described in this RFP. It is the State's objective to enter into a Contract with an offeror whose proposed team (including subcontractors) have the photogrammetric capabilities and qualifications to develop and deliver the digital orthophotography products and services required to meet the State's objectives.

The State will provide oversight for the Project through an assigned State Project Representative. The Contractor must provide overall Project management for this Contract including all tasks and the day-to-day management of its staff. All state and county project communication with the Contractor will be initiated by the State Project Representative. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing Project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained. The State will provide staff, as it deems appropriate, to perform Project monitoring and subject matter experts.

A Project Manager must be identified by the offeror with contact information provided that will allow the State to contact the Contractor's Project Manager who will be available Monday through Friday during the hours of 7:00 AM to 6:00 PM, Eastern Time, excluding state holidays.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements and complete all Project milestones and deliverables, as defined in this RFP and the offeror's proposed Project Plan. This section of the Work Requirements describes the Work and what the Contractor must do to get the job done.

### Mapping Requirements and Products

**Project Extent and Imagery** - The Project encompasses the entire land area of the state of Ohio, approximately 41,276 square miles.

- The entire perimeter of the State must be buffered by a minimum distance of 1,000 feet.
- Riparian boundaries marked by the Ohio River (the states of West Virginia to the southeast, and Kentucky to the south and southwest) must be buffered by a minimum distance of 1,000 feet or to the opposite river bank, whichever distance is greater.
- Lakeshore areas along Lake Erie must be buffered beyond the apparent shoreline a minimum distance of 2,500 feet.
- Lake Erie Islands within the state of Ohio must be buffered by 2,500 feet.

The base orthophotography products must include all 88 counties at 1-foot pixel resolution.

Imagery will be captured and delivered in two phases. The North portion of the state will be acquired in the spring of 2006 and the south portion in the spring of 2007. Statewide imagery may not be captured in a single calendar year.

The 51 counties that comprise the 2006 Northern Acquisition Area include:

Allen, Ashland, Ashtabula, Auglaize, Carroll, Columbiana, Coshocton, Crawford, Cuyahoga, Defiance, Delaware, Erie, Fairfield, Fulton, Geauga, Hancock, Hardin, Harrison, Henry, Holmes,

Huron, Jefferson, Knox, Lake, Licking, Logan, Lorain, Lucas, Mahoning, Marion, Medina, Mercer, Morrow, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Wayne, Williams, Wood, and Wyandot.

The remaining 37 counties that comprise the 2007 Southern Acquisition Area include:

Adams Athens Belmont, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette, Franklin, Gallia, Greene, Guernsey, Hamilton, Highland, Hocking, Jackson, Lawrence, Madison, Meigs, Miami, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Preble, Ross, Scioto, Vinton, Warren, and Washington.

Figure 1-1 illustrates the respective Project areas and the counties included in each.



Figure 1-1 State Map Delineating Project Areas

## Summary of Required Products

The State requires a series of digital map products (imagery) that will provide value to spatial data users at the local, state, and federal levels of government as well as to the general public.

The Project activities listed in this RFP (e.g., Project Plan, flight mission, ground control, etc.) consist of the professional, managerial, and technical tasks and interim and/or by-products needed to accomplish the work to meet the specifications and deliverables of this RFP.

For this RFP, "quality assurance" means the Contractor will assure that accuracy standards were met and that imagery otherwise meets all specifications.

The State will conduct an independent review of products delivered before acceptance of the Deliverables. The independent review will be performed by a third party entity with support from the Aerial Engineering Division of the Ohio Department of Transportation and the Office of Information Technology, Geographic Information System Support Center (GISSC) to ensure that accuracy and all applicable standards are being met.

The required base orthophotography products to be produced through this Contract must include all 88 counties at 1-foot pixel resolution. The final extents and distribution of mapping resolution for this Project will reflect the needs and financial contributions of counties who may decide to enhance the resolution of the base (1-foot) imagery. In the event a State agency or county elects to obtain an optional product enhancement, which results in the collection of higher resolution imagery then the identified required product must be re-sampled from the higher resolution product.

State agencies and counties have the option to enhance the Required Product Deliverable with the Optional Product Deliverables. Specifications for feature capture or resolution enhancement beyond the Required or Optional Product Deliverables defined below are outside the scope of this document.

## Required Product Deliverables

- PROJECT PRODUCT 1 – Supporting Administrative and Technical By-Products Contractor will provide a Project Plan, ground control, flight mission, scanning, analytical triangulation (AT), digital elevation model (DEM), orthoimagery processing, quality assurance, and Project management. Contractor will provide all final and intermediate survey and photogrammetry products. Electronic material will be on DVD.
- PROJECT PRODUCT 2 – Statewide coverage of full color orthophotography at 1-foot pixel resolution, delivered in 2500x2500 foot grid tiles; delivered as 88 individual county coverages; in uncompressed TIFF file formats with world files; in the appropriate Ohio State Plane North and South zone.
- PROJECT PRODUCT 3 – Statewide coverage of 1-foot resolution county mosaics in MrSID lossless compression format with world files in the appropriate Ohio State Plane North and South zones.
- PROJECT PRODUCT 4 -- Final Digital Elevation Models (DEM) used for the orthophoto creation, delivered initially for the north half, and later the south half of Ohio, as well as by county. The DEM must be provided in ArcInfo GRID format, and a platform independent format (e.g., ASCII text) and be capable of supporting the generation of 5-foot contours statewide at an accuracy meeting National Map Accuracy Standards (NMAS).

The required Deliverables, including the color orthophotography and ancillary products and Project products must be listed in the offeror's proposal. One-foot orthophotography must be delivered for the entire conterminous extent of the state of Ohio, plus buffers along border areas.

All final and intermediate survey and photogrammetry products, and any ancillary products (film, negatives, scans, diapositives, ground control, triangulation, elevation models, TINs, etc.) are Deliverables under the Contract. The selected offeror must deliver all such items to the State free and clear of any liens or claims. All rights, title, and interest in the Deliverables will belong solely and exclusively to the State. Electronic material will be delivered on DVD.

### **Optional Product Deliverables**

- OPTIONAL PROJECT PRODUCT A- Statewide coverage of 6inch pixel resolution full color orthophotography, delivered in 2500x2500 foot grid tiles; delivered as 88 individual county coverages with a minimum of one full tile overlap with surrounding counties; in uncompressed TIFF file formats with world files; in the appropriate Ohio State Plane North and South zones.
- OPTIONAL PROJECT PRODUCT B- Statewide coverage of 6inch pixel resolution full color county mosaics delivered as 88 individual county coverages with a minimum of one full tile overlap with surrounding counties; but there may be no overlapping "no-data" areas; in MrSID lossless compression format in the appropriate Ohio State Plane North and South Zones.
- OPTIONAL PROJECT PRODUCT C – Statewide DEM Suitable for 2-foot contour generation. The DEM must be captured at a density level necessary to support 2foot contours and a Triangulated Irregular Network (TIN) model. It shall be provided in ArcInfo GRID and USGS DEM format in appropriate Ohio State Plane North and South Zones.
- OPTIONAL PROJECT PRODUCT D -- Statewide orthophotography coverage at 1-meter pixel resolution, delivered in county mosaics that produce a set of tiled images for Ohio. Each county mosaic will overlap its surrounding counties, but there may be no overlapping "no-data" areas; delivered in MrSID generation III file format; in appropriate Ohio State Plane North and South Zones. The MrSID shall be in lossless compression with world files.
- OPTIONAL PROJECT PRODUCT E -- Statewide orthophotography coverage at 1-meter pixel resolution, delivered in USGS quarter quadrangle (3.75 minutes) tiles; delivered in MrSID Generation III file in lossless compression, with world files, and uncompressed TIFF file formats with world files; in UTM coordinates (Zones 16 and 17).
- OPTIONAL PROJECT PRODUCT F-- Statewide 1-meter Color IR orthoimagery delivered in 3.75 minute tiles in UTM coordinates (Zones 16 and 17).
- OPTIONAL PROJECT PRODUCT G – Five (5)-foot Contours, including pricing for statewide 5' contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.
- OPTIONAL PROJECT PRODUCT H – Two (2)-foot Contours, including pricing for statewide 2' contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.

All final and intermediate survey and photogrammetry products, and any ancillary products (film, negatives, scans, diapositives, ground control, triangulation, elevation models, TINs, etc.) are Deliverables under the Contract. The selected offeror must deliver all such items to the State free and clear of any liens or claims. All rights, title, and interest in the Deliverables will belong solely and exclusively to the State. Electronic material will be delivered on DVD.

**Pertinent Coordinate Systems** Required Product Deliverables as specified in this RFP must be delivered in Ohio State Plane Coordinates US Feet North and South as appropriate. Optional Products E and F will be delivered in UTM Zones 16 or 17, as appropriate. Figure 2-1 illustrates each of the pertinent coordinate systems.



Figure 2-1 - Ohio State Plane and UTM Zone Boundaries

**Image Collection Requirements**

**Coordinate Systems and Units.** Imagery for the Project must be referenced to the North American Datum of 1983 (NAD83) using either the 1986 adjustment, the 1995 HARN adjustment, or the anticipated 2005 adjustment and the North American Vertical Datum of 1988 (NAVD 88) vertical datum. The decision as to which horizontal adjustment to use will be made before the start date of

the Project, The National Geodetic Survey (NGS) GEOID03 model must be used in the derivation of orthometric heights. Imagery must be oriented to the appropriate Ohio State Plane North and South Zones (defined by Ohio Code) using U.S. Survey Feet; and UTM Zones 16 and 17, using meters.

**Horizontal Accuracy Requirements.** The Contractor will be held strictly to specified horizontal accuracy. The aerial photography scales and related map scales are presented as a benchmark for quality. It is generally held that the following are standards for orthophotography generation: negative contact scale (NCS) of 1"=660' is adequate for mapping at 1"=100' and; 1"=1320' for mapping at 1"=200' to meet National Map Accuracy Standards (NMAS). The 2 products are:

- 1" = 200' map scale, 1' pixel (+/- 5' NMAS)
- 1" = 100' map scale, 6" pixel (=/- 2.5' NMAS)

The photographic/map scales for this Project will be the same as shown above. But, an alternative scaling method can be proposed if new digital orthophotography techniques can lower the cost of the Project but produce the same resulting quality. Indicate any deviation from the 1"=660' and 1"=1320' scaling convention in an Alternative Proposal and explain the basis for the recommendation. Again, the State is interested in obtaining the quality of digital orthophotography that can be generated in the 660/1320 scenario, but would entertain alternatives that maintain quality.

**Pixel Clarity.** The resolving capability must be the specified pixel size. Each pixel will represent the ground sample distance (GSD) of the specified pixel size. All references in this RFP to pixel resolution refer specifically to GSD. The Contractor may resample from a sharper image to achieve the pixel size of a particular product (e.g., resample 1-foot pixel resolution to achieve 1-meter), but the Contractor may not resample from a coarser image.

**Edge Effects.** The State understands that to achieve seamless imagery in a multi-resolution program, higher resolution mapping usually occurs before surrounding lower resolution maps are produced (i.e., higher accuracy maps should be used to control and connect the lower accuracy features). Where reasonable to do so, the 6inch pixel photography should continue through the enhanced pixel resolution areas to minimize edge effects during the aerotriangulation process.

**Imagery Type.** Deliverable orthophotography must be the equivalent of natural true color, to include 256 levels of value for each color band (Red, Green, and Blue).

**Temporal Requirements.** All imagery for the Northern Half must be collected during the late-Winter/early-Spring calendar year 2006 flying season (approximately mid-February to late-April) during leaf-off conditions for deciduous vegetation in Ohio. All imagery for the Southern Half must be collected during the late-Winter/early-Spring calendar year 2007 flying season (approximately mid-February to late-April) during leaf-off conditions for deciduous vegetation in Ohio. The sun angle must be 30-degrees or greater, and streams should be within their normal banks, unless otherwise agree to in writing by the State. For quality assurance purposes, the Contractor must submit copies of flight logs to the State as part of its Deliverable.

**Obstructions.** To the extent possible, no clouds, snow, fog, haze, smoke, or other ground obscuring conditions shall be present at the time of the flights. The Contractor is encouraged to offer alternative solutions to counter the potential snow cover problem. Spectral reflectance from water must be minimized and should not obscure shoreline features. In no case will the maximum cloud cover exceed 5% per image.

**Flight Line Plan.** Using the master index map concept, the Contractor must submit planned flight lines to the State for review prior to ground control surveys and as early as practical (preferably at least 1 month), prior to scheduled image capture. The backdrop should be the equivalent of a USGS Digital Raster Graphic (DRG).

## Project Component Requirements

**Ground Control.** The Contractor will be responsible for establishing ground control of sufficient density and accuracy to meet the accuracy requirements of the deliverable orthophotography and elevation data at the resolutions indicated. The Contractor must determine whether or not to panel the control points. The State will review the control diagrams, indicating the anticipated vertical and horizontal accuracies, before imagery collection begins.

Many counties have well established ground control developed during previous mapping projects. The Contractor should not assume that control exists, but it could be beneficial to use existing control if possible. The Contractor will be responsible for determining the availability and/or quality of any existing ground control.

An interactive map identifying ground control points can be found through National Geodetic Survey (NGS). A map of Ohio is provided in Attachment Two: Requirements for Proposal, Functional Requirements.

Any control established for use in the Project will be a Deliverable. An FGDC compliant metadata file must accompany the survey data.

**Mosaicking and Radiometry.** While the State is not requiring “true orthophotos,” the State wants the radial distortion to be minimized. Overpasses/bridges along roadways shall retain correct horizontal location and geometry.

Whenever practical, building tilt should be corrected, to the extent possible using the aerial photography, such that transportation features, such as water towers and radio towers should not be clipped at tile seam lines. In addition, tile seam lines should be established in such a manner that minimizes distortion of ground feature detail. Image artifacts introduced during the scanning process and appearing in the final digital ortho imagery should be unacceptable, except for very minimal artifacts falling in non-critical coverage areas and /or where they do not affect the users' ability to interpret or understand the underlying imagery (e.g., a small piece of lint appearing in a timbered area).

The digital orthophotography shall generally be seamless and have uniform, balanced color. The imagery will be geometrically and radiometrically correct and match without noticeable differences, free from double image 'ghosting' effect at the mosaicking edges. Mosaic lines must not cross through buildings, bridges or other man-made structures not at ground level.

Tiles shall be mosaicked so the images appear to be completely seamless, except at mosaic lines on bodies of water. Radiometric adjustment must include color balancing, overall tone adjustment and brightness and contrast enhancements of the imagery over the entire Project. Dark and light areas shall be evened out.

**Digital Elevation Model Specifications.** The State requires that the horizontal accuracy specifications be met for each of the pixel resolutions, and therefore the DEM must have a vertical accuracy sufficient to meet the horizontal accuracy requirement. The Contractor must deliver a continuous DEM surface with no disjoints, overlap or underlap between models or tiles.

It is understood that the scale of photography and underlying control network will support the enhancement of the elevation data to create a digital terrain model (DTM) which will support the future generation of topographic mapping expressing a five (5) foot contour interval.

Written certification must be provided by the Contractor stating that orthophoto image products created using the delivered DEM data set will meet or exceed required accuracy specification.

**Alternate Sensor Capabilities.** The State encourages the use of compatible digital cameras or multispectral sensors that are demonstrated to be able to produce imagery that meets or exceeds the performance criteria of this RFP. Regardless of the image capture technology used, the quality of the final orthophotography product must be achieved.

**Media and File Format Requirements.** Media for all final Deliverables to the State, State agencies and local governments must be made on DVD media format that can be read on a DVD-R drive. Additional delivery of statewide products to the State, and interim products, may be on external USB/fire wire hard drives.

All reference to TIFF and MrSID Generation III files will include World files. Tile boundaries for each tile (as polygons) for each type of Deliverable must have attribute fields coded with the X-Y geo-referenced coordinates on the lower left corner of the tile, the filename, photo date(s), delivery status (flown, processed, rectified, Quality Assurance (QA) complete, delivered, accepted, etc.). Since TIFF World files must be delivered, the point of origin must be the center of the upper left pixel in each tile.

Vector data must be delivered in ESRI shapefile format using a schema developed by the Contractor and approved by the State. The File naming conventions will be provided by the State at the time of the Project initiation meeting. Survey control point locations, flight lines and the final imagery exposure stations must be labeled and contain attribution.

**Metadata.** The Contractor must provide metadata compiled to the current standard promulgated by the Federal Geographic Data Committee (FGDC) for each of the data Deliverables, including a separate metadata file for each individual county coverage in Project Products 2 and 4. Currently, this is the *Content Standard for Digital Geospatial Metadata Version 2 (FGDC-STD-001-1998)*. The State will review and approve a template metadata file to be used for all Deliverables.

**Permanent Storage.** At no additional cost to the State, the Contractor must provide permanent storage for all film and raw scan digital imagery files.

**Rejection of Product.** The State may reject and require the Contractor redo any or all photography or imagery pertaining to problems including but not limited to, coverage, cloud cover, endlap & sidelap, quality, resolution, low sun angle, tone or contrast, or artifacts, etc. The Contractor must do so at no additional cost to the State unless the Contractor and the State had previously agreed in writing that a given condition is allowed.

**Re-Flights.** The Contractor must present a plan for re-visitation of areas in the event of image rejection during the Quality Control (QC) process, or where original imagery could not be collected because of weather or ground cover conditions, or other factors outside the control of the Contractor precluded collection at the scheduled time of the flyover. Mechanical or technical problems shall not be considered a legitimate reason for non-collection of imagery.

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

The Contractor must update the Project Plan submitted with its Proposal (see Attachment Two) and submit a detailed Project Plan, in electronic and paper form, to State Project Representative for review prior to the Project Initiation Meeting identified in the offeror's proposed Project Plan. Thereafter, the Contractor must:

- Formally update the Project Plan, including work phases, roles and responsibilities and schedule, and provide the updated Project Plan as part of its reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State to review, comment on, and accept all Deliverables.

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

**Project Initiation Meeting.** The Contractor must meet with the State within two (2) weeks after Contract award to review its proposed Project Plan.

The Contractor must present the Project schedule and plan, and the initial flight plan for review and approval by the State at the Project initiation meeting. The Contractor must provide a timeline for final flight plan presentation and approval, ground control plan, delivery and a schedule for all Deliverables. As specifically as possible, the plan must include a matrix of who will be performing each of the anticipated tasks, to include quality assurance and delivery of final products.

The Contractor must summarize the meeting content (e.g., pertinent issues, clarifications and proposed changes) resulting from the meeting and must distribute them to the State Project Representative for approval within five (5) State working days after the Project initiation meeting.

**Status Meetings, Status Reports and Conference Calls.** The Contractor must, at a minimum, participate in nine (9) additional meetings in Columbus, Ohio in July 2006, September 2006, November 2006 and January 2007, for the Northern half acquisition and delivery unless deemed unnecessary by the State in writing, May 2007, July 2007, September 2007, November 2007 and January 2008 (if necessary) for the Southern half acquisition and delivery unless deemed unnecessary by the State in writing. Up to two (2) additional meetings may be scheduled as required upon mutual consent of the Contractor and the State no additional cost to the State.

The Contractor must develop a secure, limited access Project Management Website to assist in the dissemination of Project communication and status information to the State Project staff, subcontractors, and other Project stakeholders where appropriate, updating and documenting the status of the Project in relation to the Project schedule and identifying any issues, concerns, decisions, outstanding items, and next steps. Written status reports must be provided on a no-less-than monthly basis during the life of the Project, and every two weeks during the first three months of the Project.

The Contractor must arrange and initiate weekly conference calls, minimally with the State, to discuss the status of the Project. Calls must continue until such time as the State is satisfied that all outstanding technical, financial and contractual issues are being properly reported, managed and resolved. Conference calls must be coordinated by and paid for by the Contractor. All issues must be documented by the Contractor for inclusion in the next status report.

**Post-Flight Evaluation Meeting.** The Contractor must meet with the State immediately following the completion of the Spring 2006 flying season for the North half of the State, not later than May 15, 2006. The purpose of this meeting is to evaluate the success of the orthophotography acquisition, and to consider alternatives for gaps where weather conditions or other factors precluded successful acquisition of orthophotography. Any deficient areas must be included during the Spring 2007 flying season at no additional expense to the State.

The Contractor must meet with the State immediately following the completion of the Spring 2007 flying season for the South half of the State, not later than May 15, 2007. The purpose of this meeting is to evaluate the success of the orthophotography acquisition, and to consider alternatives for gaps where weather conditions or other factors precluded successful acquisition of orthophotography. Any deficient areas must be included during the Spring 2008 flying season at no additional expense to the State.

As soon as it becomes available, the Contractor must initially provide the State several completed and processed sample frames of imagery representative of each set of flight conditions that may affect image quality. The State will select the preferred frame or frames to be used by the Contractor as a template that guides subsequent Deliverables and by the State to conduct Quality Assurance (QA) for the resultant orthophotography Deliverables.

The Contractor must summarize all pertinent issues, clarifications and proposed changes resulting from the post-flight evaluation meeting and must distribute them to the State Project Representative for review and approval within five (5) State working days after the initial post-flight evaluation meeting.

**Additional Reporting Requirements.** The Contractor must create and use an electronic master index map. An updated master index map file must be made available on the web and also be delivered four (4) times during the Project via CDROM in ESRI compatible format. The intent is to use GIS technology to graphically show the interim and final Deliverables superimposed over a set of reference base maps.

The CD must include an ArcGIS map document that includes all of the reference, backdrop, data and index features. The State will provide the Contractor with ESRI shape and layer files to serve as the reference base map to the Project index map.

**Procedures Guide.** The Contractor must provide the State with a Procedures Guide that will identify the production processes and Quality Assurance and Quality Control (QA/QC) procedures that will be employed to ensure that all Deliverables meet the required accuracy and performance standards of the defined Deliverables.

The Procedures Guide must include criteria indicating need for remedial action, frequency for evaluation of those criteria, remedial action and timeframes to migrate out of compliance condition, verification criteria indicating successful mitigation, notification processes including when the State Project Representative was apprised of which situations, and Project personnel responsible for evaluation and action. This will be made available to all subcontractors as appropriate for use in execution of their duties.

The Procedures Guide must be organized as follows:

- Flight Mission
- Ground Control
- Photogrammetric Processing
- DEM Creation
- Ortho Rectification, Mosaicking and Tiling

**Work Hours and Conditions.** The Contractor must work with the State agency staff. Normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State staff and perform the Work of this Project.

**Incremental Deliveries and Sign-Off.** All final products from successfully collected orthophotography must be incrementally delivered according to the Contractor supplied Project Plan as approved by the State. The State must receive Deliverables on a county-by-county basis, and as soon as processing is completed. Final delivery must be submitted to the State no later than December 31, 2006, for the North half of the State, and December 31, 2007 for the South half of the State, unless an alternative schedule is adopted by mutual written consent of the Contractor and the State. The State will review and accept/reject each delivery within forty-five (45) State working days.

**Submittal of Deliverables.** The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a Deliverable, the Contractor must submit three (3) copies of the Deliverable in an appropriate format as required in this RFP. The Contractor must provide the electronic files in a format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Contractor's Project Manager.

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

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

If the State agrees the Deliverable is compliant, the State Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the State Project Representative or designee determines that the State should make a payment associated with the Deliverable, the State Project Representative will indicate that the payment should be made on the Deliverable Submittal Form. The signed Deliverable Submittal Form with the State's noted approval for deliverable invoicing must be submitted with each Contractor's invoice.

**The Contractor's Fee Structure.** The Contractor must propose a fixed, not-to-exceed, fee for the Work proposed. The Contractor must invoice for the Deliverables submitted after the first day of the following month for the Contractor's quoted firm fixed prices provided in the separately sealed Cost Summary (Attachment Eight) of the offeror's proposal.

Payments to the Contractor by the State will be made within thirty (30) days upon receipt of a proper invoice and documentation of the completed and approved Project Deliverables.

**Reimbursable Expenses.** None.

**Bill to Address.** The Contractor must submit invoices in quadruplicate (1 original and 3 copies) for completed Deliverables by the first of each month. The Contractor's federal tax identification number and purchase order number must appear on all statements and delivery/pickup reports. The provisions of Ohio Revised Code, Section 126.30, will also apply to any contract between the parties.

Billing address information for the Ohio Office of Information Technology, Service Delivery Division is:

Ohio Office of Information Technology, Service Delivery Division  
Attn: Accounts Payable  
2323 West Fifth Avenue  
Columbus, OH 43204

The Contractor must submit invoices directly to any local government or State agency that has requested the delivery of Optional Project Products. The State will have no responsibility to pay for Optional Project Products ordered by any local government.

**Permits the State Will Obtain.** None.

## ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following **tabbed sections**:

### **Technical Proposal**

- Cover Letter
- Certification
- Location of Services, Data
- Offeror Profile
- Offeror Requirements & References
- Contract Performance
- Project Methodology
  - Performance Criteria / Project Specifications
  - Project Prioritization
  - Flight Mission
- Project Plan
- Delivery Schedule
- Project Staffing
- Functional Requirements
  - Product Deliverables
  - Sample Imagery
  - Image Collection Requirements
  - Project Component Requirements
  - Imagery Approach & Capture
- Conflict of Interest
- Payment Address
- Proof of Insurance
- W-9 Form

### **Cost Proposal** (separate sealed package)

- Cost Summary

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

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Project if the offeror is selected to do the work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
  1. The subcontractor's legal status, tax identification number, and principal place of business address;
  2. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
  3. A description of the work the subcontractor will do;
  4. A commitment to do the work if the offeror is selected;
  5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
  6. A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work;
- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the offeror has not taken any exception to the Terms and Conditions;
- h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of the proposal;
- i. A statement indicating the offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted;
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- k. A statement that the offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying OIT of such finding.
- l. Identification of the offeror's proposed Project Manager including the person's name, company name, title, address, phone number and email address.

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

**Certification.** Each proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror.

(Insert Company name) affirms they are the prime Contractor and the proposed Project Manager is an employee of (insert Company name).

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

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

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

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

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

*(If the offerors personnel are independent contractors to the offeror, the certification must also contain the following sentence:)*

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the State of Ohio and the Office of Information Technology (Investment and Governance Division, Service Delivery Division and the Ohio Geographically Referenced Information Program) for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

**Location of Services, Data.** Offerors must disclose the following:

- (1) The location(s) where all services will be performed;
- (2) The location(s) where any State data applicable to the Contract will be maintained or made available; and
- (3) The principal location of business for the offeror and all proposed subcontractors.

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

**Offeror Profile.** Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, telephone number, and fax number; home office location; location of offices or facilities located in the State of Ohio, date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Offeror Requirements & References.** This RFP includes Offeror Profile Summary forms as an attachment. The offeror must fill the provided forms out completely to provide the offeror requirement information.

The Offeror Profile Summary forms contained in this document have been customized for the applicable offeror requirements. (Refer to Attachment Five: Offeror Profile Summary Requirements.) Each page of the form may contain minor variations. If an offeror elects to recreate the forms electronically, please carefully review each form to ensure that it has been copied accurately. Failure to recreate the forms accurately may lead to the rejection of the offeror's proposal.

All offerors must meet the offeror requirements in the RFP. If an offeror does not meet the requirements, the offeror's Proposal may be rejected as non-responsive.

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

Experience and Qualifications. This section must be completed to show how the offeror has the experience in meeting the offeror requirements. (Refer to Attachment Five.) For each reference the following information must be provided:

- **Contact Information.** The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- **Project Name.** The name of the Project where the experience was obtained and/or service was provided.
- **Dates of Experience.** Must be completed to show the length of time the offeror performed the experience being described, not the length of time the offeror was engaged by the reference. The offeror must complete these dates with a beginning month and year and an ending month and year.
- **Description of the Related Service Provided.** The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offerors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.**

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

**If any of the above experience and qualifications (offeror requirements) are to be met via a Subcontractor, the corresponding Subcontractor Profile Summary forms, contained as an Attachment Six to this RFP, must be filled out completely for each reference in addition to the Offeror Profile Summary forms.**

References provided to meet each requirement must be from a client for whom work was performed. References cannot come from the offeror, proposed subcontractor or a company affiliated or associated with the offeror or proposed subcontractor including but not limited to subsidiary companies, partnerships, joint ventures or sister companies within a conglomerate. Each project reference must be willing to discuss the candidate's performance with the State.

**Contract Performance.** The offeror must complete Attachment Seven: Contractor Performance form.

## **Project Methodology.**

The offeror must provide its proposed Project management methodology and plan, which clearly establishes lines of communication, authority and responsibility with regards to management of the statewide imagery Project. The Project methodology and plan must demonstrate efficient and effective communication on all aspects of the Project. The methodology and plan must also state how the offeror will provide the specified deliverables in a timely manner to meet the imagery Project's overall purpose, objectives and time schedule.

The offeror's Project Plan and schedule must document proposed timelines to complete the activities and tasks required to meet the State's identified schedule. The offeror's proposed Project Plan must identify the number of aircraft on call and immediately available for the collection of the orthophotography, the total number of aircraft estimated to be used for the duration of photo acquisition, as well as an estimate of the number of personnel needed to establish ground control.

The methodology and plan must include a description of how the procedures will be developed and provided to the State and Project team members.

## **Performance Criteria / Project Specifications**

The State has set forth specific performance criteria, concepts, and approaches that are intended to be the minimum required to meet the Project objectives. Offerors are not limited to those ideas, and are encouraged to submit proposals using the latest proven technologies in which they are experienced. But, proposals that include alternative methodologies must conclusively demonstrate that the resulting Deliverable will meet or exceed the product quality the performance criteria, and product specifications provided in this RFP. Further, any such alternatives must be submitted as an alternative Proposal by the offeror.

For each Deliverable the offeror must describe the following topics in their proposal and should, where applicable, also include:

- Use of appropriate technology (hardware, software, techniques)
- Quality Assurance and Quality Control (QA/QC) strategy
- Appropriate and technically sound methods, workflow and data proposed that will produce the required deliverables
- Compliance with Project specifications, industry standards, etc.
- A Project management plan, including demonstration of the allocation of sufficient resources to complete the scheduled activities of the Project.

The qualifications of each offeror's proposal will be determined based not only on that offeror's experience, but also on how well the offeror's response demonstrates a grasp of the Project being undertaken and how well the offeror's vision of the Project meets or adheres to the State of Ohio's vision.

## **Project Prioritization**

The offeror must prioritize the Ohio imagery Project and must show it has the capability to complete the task in the limited number of days acceptable to capture imagery. Offerors must indicate the number of aircraft they intend to have on-site and available in Ohio during clear weather conditions for the duration of the flying season. All aircraft will remain committed to the Ohio imagery Project during this time.

Since there may be only a few good weather days, the State requires that the offeror will be available to fly on the first available day and all subsequent good weather days for the respective halves until the whole state is completed.

### **Flight Mission**

Offerors must describe in their Proposal how the imagery will be captured including Project schedule and resources for completing the flight mission in the two anticipated flying seasons for the Northern and Southern zones.

The flight mission plan must detail the offeror's plans to fly the North half of the State in the Spring of 2006 and the South half of the State in the Spring of 2007. In addition, the offeror must present a plan for re-visitation of areas (re-flight) in the event of image rejection during the Quality Control (QC) process, or where original imagery could not be collected because of weather or ground cover conditions, or other factors outside the control of the offeror, which precluded the collection of imagery at the scheduled time of the flyover. Mechanical or technical problems will not be considered a legitimate reason for non-collection of imagery.

### **Project Plan**

The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the offeror must do to get the Project done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Project.

Detailed Project Plan Schedule. The Project Plan schedule must indicate the schedule for all Project Deliverables and milestones. The offeror must provide the Project Plan schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The offeror must give dates for when all Deliverables and milestones will be completed and start and end dates for tasks. The offeror must identify and describe all risk factors associated with the forecasted milestone schedule.

The proposed Project Plan must include among other things how the following items will be scheduled and staffed within the proposed plan:

- Project Initiation Meeting,
- Status Meetings, Status Reports and Conference Calls,
- Post-Flight Evaluation Meetings,
- Flight Missions,
- Ground Control,
- Photogrammetric Processing,
- DEM Creation,
- Ortho Rectification, Mosaicking and Tiling,
- Additional Reporting Requirements,
- Project Milestones and Deliverables (include time for the State to review, comment on and accept/signoff of deliverables, including quality assurance activities), and
- Final Delivery of Products by May 1, 2007.

### **Delivery Schedule**

The delivery schedule must include milestone dates for all Deliverables and provide for forty-five (45) State working days for the State to review, comment on, and provide acceptance of all Deliverables.

### **Project Staffing.**

The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes to do the Project. The staffing plan must show each individual's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the staffing plan must have the following information:

- A personnel summary matrix matching each Project team member to the proposed staffing;
- A staff resume form for key Project work team members; and
- A contingency plan that show the ability to add more staff if needed to insure meeting the Project's due date(s).

The offeror must demonstrate that its proposed Project team has relevant experience and qualifications to meet the requirements of the RFP, and that Project staff; roles, responsibilities and reporting hierarchy are clearly articulated within the offeror's Proposal.

For each individual listed in the **Personnel Summary Matrix**, the following must be provided in the personnel summary matrix.

- Name;
- Position and description of role on the Project;
- Summary of qualifications for the proposed role;
- Whether the person will be full time or part time (if part time, the percentage of time committed must be provided);
- Whether the person is committed for the entire Project. If not, start and end dates must be provided; and
- Experience level.

Experience levels must be described using the following classifications:

- Senior Staff – 7+ years of experience;
- Mid-Level Staff – 4 to 7 years of experience;
- Experienced Staff – 1 to 3 years of experience; or
- Junior Staff – less than 1 year experience.

**Personnel Summary Matrix**

Name	Position & Role Description	Summary of Qualifications for Role	Full or Part Time	Committed for Entire Project	Experience Level

For each individual listed in the Personnel Summary Matrix, the offeror must provide a **Staff Resume** form. The staff resume form is provided below, the offeror must use the form provided.

The offeror must name all candidates proposed, and each must meet the technical experience and qualifications has proposed by the offeror to meet the identified position and role description provided in the personnel summary matrix.

- a. Candidate Name.

- b. Candidate References. The offeror may duplicate the candidate reference portion of the form to document more than three (3) candidate references and work experience as appropriate. A minimum of three (3) candidate references must be provided for each candidate proposed.

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

- Contact Information. The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.
  - Project Name.
  - Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
  - Description of the Related Service Provided. The State will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the Project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.
  - The candidate's Project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.
- c. Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP. The offeror must use this form to document applicable professional licensure and certifications that the candidate may have obtained.

**Staff Resume**

<b>Candidate's Name:</b>	<b>Project Position / Role:</b>
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**CANDIDATE REFERENCE** (offeror may duplicate this portion of the form to provide more than three candidate references)

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

**CANDIDATE REFERENCE**

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

**Staff Resume - Continued**

<b>Candidate's Name:</b>	<b>Project Position / Role:</b>
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**CANDIDATE REFERENCE**

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

**EDUCATION & TRAINING**

<b>EDUCATION AND TRAINING</b>	<b>MONTHS/ YEARS</b>	<b>WHERE OBTAINED</b>	<b>DEGREE/MAJOR YEAR EARNED</b>
<b>College</b>			
<b>Technical School</b>			
<b>Other Training, Professional Licensure &amp; Certifications.</b>			

## **Functional Requirements.**

The offeror's proposal must address the functional requirements contained in this section of the RFP. If any additional materials or supplemental documentation is provided as an Appendix to the offeror's Proposal, the offeror's Technical Proposal must reference the documentation by page number and paragraph number.

### **Product Deliverables**

#### **Required Product Deliverables**

The techniques and technologies used by the offeror to develop the following required products must be described in the offeror's Proposal and will be considered in the proposal evaluation process. The offeror must describe any perceived technical issues and their potential resolution.

- Administrative and Technical By-Products (Project Product 1),
- Statewide Coverage of Orthophotography at 1-foot pixel resolution (color) delivered in 2500 x 2500 foot grid tiles delivered by county by zone (Project Product 2),
- Statewide Coverage of 1-foot pixel resolution (color) county mosaics in MrSID lossless compression format (Project Product 3), and
- Final Digital Elevation Models (DEM) used for the Orthophoto creation (Project Product 4). Capable of supporting the generation of 5-foot contours statewide at an accuracy meeting National Map Accuracy Standards (NMAS).

#### **Optional Product Deliverables as Enhancement Options**

The techniques and technologies used by the offeror to develop the following optional products as enhancement options must be described in the offeror's Proposal and will be considered in the proposal evaluation process. The offeror must describe any perceived technical issues and their potential resolution. The State welcomes written recommendations that will move this Project closer to securing all the data sets requested as optional items in this RFP.

- Statewide 6-inch Resolution (color) Orthophotography (Optional Project Products A & B),
- DEM Suitable 2-foot Contours (Optional Project Product C),
- 1-meter Re-sampled (color) Orthophotography (Optional Project Product D & E),
- Color IR 1-meter Imagery (Optional Project Product F),
- 5-foot Contours (Optional Project Product G), and
- 2-foot Contours (Optional Project Product H).

#### **Sample Imagery**

The offeror's Proposal must be accompanied by sample imagery consisting of, at a minimum, an area in a rural and an urban area. Sample imagery must be provided relevant to both the required product and optional product Deliverables identified in the RFP. This imagery will provide a benchmark for quality to be used by the State of Ohio during the Quality Control (QC) phase.

#### **Image Collection Requirements**

The offeror's Proposal must describe the methods and processes the offeror will utilize to provide the following Image Collection Requirements as identified in Attachment One: Work Requirements, Scope of Work.

- **Coordinate Systems and Units.** The offeror may discuss recommendations for the delivery of imagery in other optional projection/coordinate systems.
- **Horizontal Accuracy Requirements.** The State is interested in obtaining the quality of digital orthophotography that can be generated in the 660/1320 scenario, but would entertain alternatives that maintain quality. Alternatives should be provided in an Alternative Proposal.
- **Pixel Clarity.**
- **Edge Effects.**
- **Imagery Type.** The offeror must include but not limited to a description of the color resolving power of the selected film and/or camera technology.
- **Temporal Requirements.**
- **Obstructions.**
- **Flight Line Plan.** The offeror must include at a minimum a description of the optimal estimated distribution and geographic extents for 1-foot pixel orthophotography.

### **Project Component Requirements**

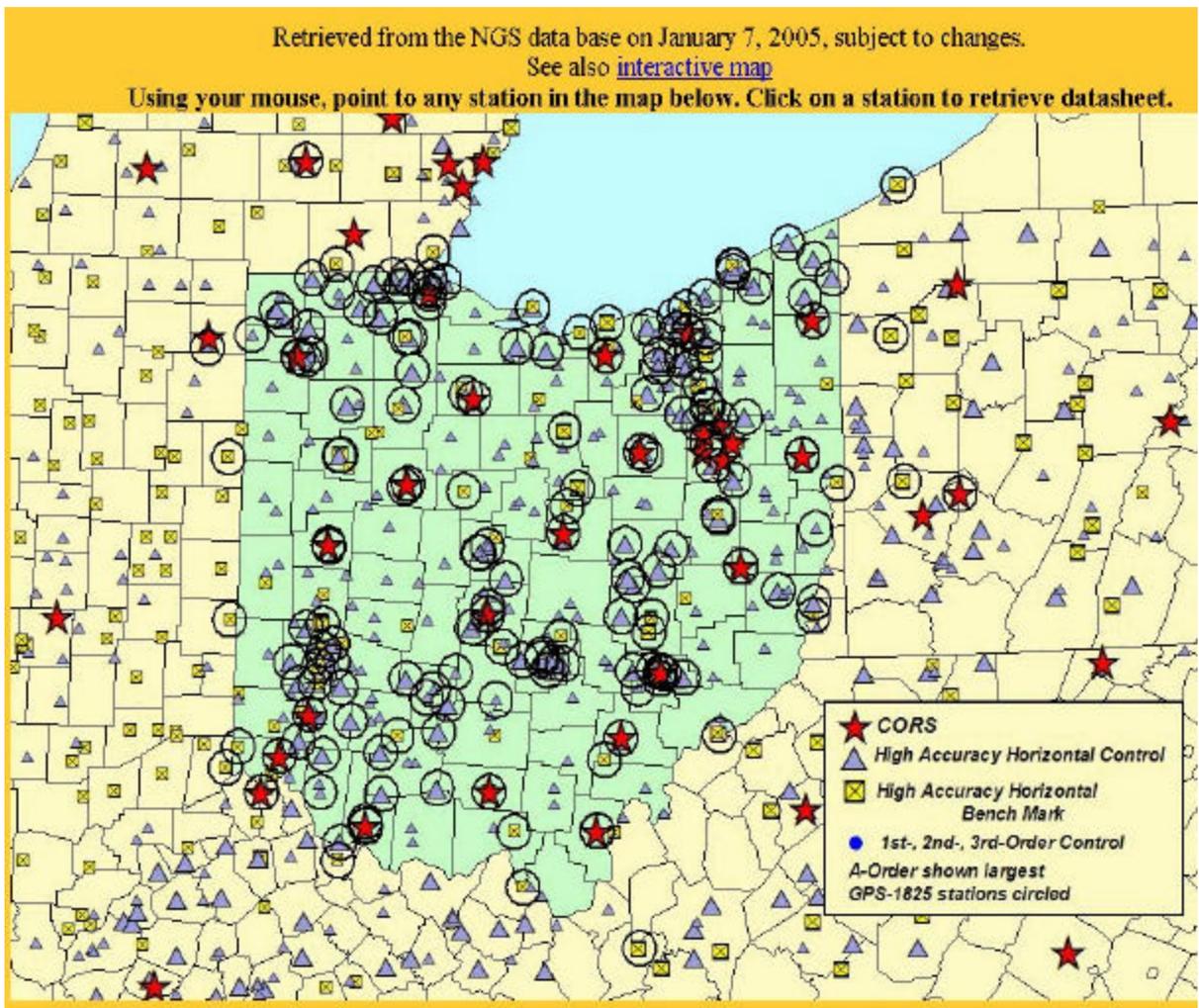
The offeror's Proposal must describe the methods and processes the offeror will use to provide the following Project Component Requirements as identified in Attachment One: Work Requirements, Scope of Work.

- **Ground Control.** The offeror' proposal must describe its approach for controlling the orthophotography including how, if applicable, existing control used by local governments will be included.

An interactive map identifying ground control points can be found through National Geodetic Survey (NGS), see Figure 3-1 below.

The online version of the map is located at <http://www.ngs.noaa.gov/PROJECTS/FBN/> which offerors should check for any updates or changes. After opening the page, users should click on the Ohio portion of the nationwide map. This will bring up a detailed view of Ohio displaying the 1995 HARN, the 2003 FBN/CBN (GPS-1825) stations, and the GPS CORS currently accessible through NGS. GPS-1825 stations are labeled with a circle. This map is interactive and hovering the cursor over a station will provide additional details. Associated published control data may be retrieved for each published station.

ODOT is developing Virtual Reference Stations (VRS) technology that will be available to provide control for this imagery Project. VRS may be used to position an aerial camera or LIDAR sensor and has the potential to drastically reduce the need for ground control. Additional information about the availability of ODOT VRS will be available upon the award of a Contract for the Work identified in this RFP.



*Figure 3-1 National Geodetic Survey (NGS)*

- **Mosaicking and Radiometry.** The offeror must describe the methods and processes that will be used to constrain building lean within the orthophotography and to account for excessive building lean, particularly in areas with concentrations of structures over 5 stories.
- **Digital Elevation Model Specifications.**
- **Alternate Sensor Capabilities.** The offeror may describe any proposed alternative technologies and the anticipated risks and benefits to the project, which must be provided in an alternative Proposal. Self calibration and in-situ calibrations may be accepted in lieu of USGS camera calibration for sensors other than analog mapping cameras. Prior calibration data must be submitted for any non-traditional imaging sensors.

### **Imagery Approach and Capture**

The Offeror must describe in its proposal how the imagery will be captured and how the flight mission will be completed within the timeframes identified in the RFP. Each of the following criteria must be included in the discussion for each of the identified Imagery Capture areas:

- **Flight Mission.**
- **Ground Control.**
- **Photogrammetric Processing.**
- **DEM Creation.**
- **Ortho Rectification.**
- **Mosaicking.**
- **Tiling.**

The offeror must describe in its proposal how its processes eliminate or minimize the subject area issues and equipment specifications as noted below:

**Proposed Techniques to Overcome Inherent Photogrammetric Issues**

These issues include at least the following, and could be expanded at the option of the offeror:

- Radial displacement, building lean, smears.
- Artifacts, blemishes, scratches, dust.
- Spectral reflectance from water surfaces.

**Scanning Techniques and Issues**

- Intended scan resolution (if applicable).
- Additional subsections if more than one scan resolution will be used. Include criteria for use of each.

**Flight Mission Information**

- Intended endlap, sidelap, tip, tilt, crab of imagery.
- Intended flying height and direction of flight lines.

**Camera and Film Details**

- Type of aerial camera, including detailed specifications.
- Additional subsections if more than one camera will be used. Include criteria for use of each.
- Film manufacturer and type (if applicable).
- Subsections if more than one film type or manufacturer will be used. Include criteria for use of each.
- Focal length of lens (if applicable). Insert subsections if more than one lens will be used. Include criteria for use of each.

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

**Payment Address.** The offeror must give the address to which payments to the offeror will be sent.

**Proof of Insurance.** In this section, the offeror must provide the certificate of insurance required by the General Terms & Conditions. The policy may be written on an occurrence or claims made basis.

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

**Cost Summary.** This RFP includes Cost Summary Forms provided as Attachment Eight: Cost Summary. Offerors may not reformat these forms. Each offeror must complete each cost summary form in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal.

The offeror's total cost for the entire Project must be broken down for each Deliverable, and the total must be represented as the not-to-exceed fixed price.

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

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

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

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

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current fiscal year, which is June 30, 2006. The State, however, may renew this Contract in the next two (2) fiscal years by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during the term of this Contract. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the

complete and satisfactory performance of all relevant parts of the Work tied to the payment. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). That section of the Revised Code currently requires monthly interest payments of one 12<sup>th</sup> of the annual rate in Section 5703.47 of the Revised Code. In addition, the State will consult with the Contractor as early as reasonably possible about the nature of the dispute and the amount of payment affected. When the Contractor has resolved the disputed matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved.

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

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

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

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

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

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

**Sales, Use, Excise, and Property Taxes.** The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the

Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART TWO: WORK & CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the Work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed five business days.

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

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

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

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

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

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Aircraft Liability Insurance covering bodily injury and property damage to others (i.e., injury to, or death of persons outside the aircraft as well as property damage or destruction done with the aircraft), arising out of the ownership, maintenance, or operation of all aircraft used performing the Work, with an overall per occurrence limit of at least \$1,000,000.
- (e) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000.00 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of

the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

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

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

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

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

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

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

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for convenience.

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

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

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

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State may also terminate this Contract should that third party fail to release any Work funds. The RFP identifies any third party source of funds for the Work.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the time of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. But, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

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

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

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

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for Work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

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

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

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

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

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

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

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

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

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

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

**Changes.** The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within 5 business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within 5 business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

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

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

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

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

**Publicity.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool, unless otherwise agreed to in writing by the State.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION**

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

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

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

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

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

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

**Ownership of Deliverables.** All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work

being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

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

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

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

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

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

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

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

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

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

However:

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

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART FOUR: REPRESENTATIONS, WARRANTIES AND LIABILITIES**

**General Warranties.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (7) the Contractor is not subject to any unresolved findings of the Ohio Auditor of State under Revised Code Section 9.24.

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

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

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to

the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. But the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

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

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

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

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

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

**General Exclusion of Warranties. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT. THE CONTRACTOR ALSO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A**

**PARTICULAR PURPOSE EXCEPT AS FOLLOWS: IF THE CONTRACTOR HAS BEEN ENGAGED UNDER THE SCOPE OF WORK IN THE RFP TO DESIGN SOMETHING TO MEET A PARTICULAR NEED FOR THE STATE, THEN THE CONTRACTOR DOES WARRANT THAT THE CONTRACTOR'S WORK WILL MEET THE STATED PURPOSE FOR THAT WORK.**

**Indemnity for Property Damage and Bodily Injury.** The Contractor will indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors.

**Limitation of Liability.**

The parties agree as follows:

- 1) The limitation in paragraph 3, does not apply to liability arising from third party claims or to sections in this document where the section expressly provides a right to particular damages such as indemnity.
- 2) Neither party is liable for any indirect, incidental or consequential loss or damage of any kind, including but not limited to lost profits, even if the parties have been advised, knew or should have known of the possibility of such damages.
- 3) The Contractor further agrees that the Contractor shall remain liable for all direct damages due to the Contractor's fault or negligence up to two (2) times the not to exceed fix price of the Contract or \$5,000,000, whichever is greater.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART FIVE: CONSTRUCTION**

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

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

**Amendments - Waiver.** No amendment or modification of any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver or relinquishment of any such term and either party may at any later time demand strict and complete performance by the other party of such a term.

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

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

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

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

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

**Political Subdivisions.** This Contract may be relied on by Ohio counties, townships, municipalities, and other political subdivisions of the State (Political Subdivisions). Whenever a Political Subdivision relies on this Contract to issue a purchase order for optional product Deliverables, the Political Subdivision will step into the shoes of the State under this Contract. Any order placed by a Political Subdivision under this Contract for such Deliverables will be between the Contractor and the Political Subdivision, and the Contractor will look solely to the Political Subdivision for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART SIX: LAW & COURTS**

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

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

**Conflicts of Interest.** No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the Work under this Contract, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

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

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

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

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

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

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

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

**ATTACHMENT FOUR  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
OFFICE OF INFORMATION TECHNOLOGY  
INVESTMENT AND GOVERNANCE DIVISION  
ON BEHALF OF THE  
OFFICE OF INFORMATION TECHNOLOGY,  
SERVICES DELIVERY DIVISION  
AND**

\_\_\_\_\_  
**(CONTRACTOR)**

**THIS CONTRACT**, which results from **CSP#0A06008**, entitled **Ohio Statewide Imagery Acquisition Project - RFP** is between the State of Ohio, through the Office of Information Technology, Investment and Governance Division, on behalf of (the "State") and \_\_\_\_\_ (the "Contractor").

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

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's proposal, as amended, clarified, and accepted by the state; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

This Contract has an effective date of the later of \_\_\_\_\_, 20\_\_, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO

OFFICE OF INFORMATION TECHNOLOGY

**SAMPLE - DO NOT FILL OUT**

BY: \_\_\_\_\_

By: Mary F. Carroll

Title: \_\_\_\_\_

Title: Director, Office of Information Technology  
State Chief Information Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT FIVE  
OFFEROR PROFILE SUMMARY  
OFFEROR REQUIREMENTS**

**Requirement:** The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months. The offeror and/or subcontractor(s) must also demonstrate successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

**ATTACHMENT FIVE  
OFFEROR PROFILE SUMMARY  
OFFEROR REQUIREMENTS – Continued**

**Requirement:** The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months. The offeror and/or subcontractor(s) must also demonstrate successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)
	<b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>
	<b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>
	<b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>	
<p><b>Describe how the Related Services or Work shows the offeror’s experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.</b></p>	

**ATTACHMENT FIVE  
OFFEROR PROFILE SUMMARY  
OFFEROR REQUIREMENTS**

**Requirement:** Offeror must demonstrate its knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). Additionally, the offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience including interaction with multiple levels of government and private sector in at least three (3) projects in the past five (5) years of similar scope and size.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  <b>Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.</b>	

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  <b>Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.</b>	

**ATTACHMENT FIVE  
OFFEROR PROFILE SUMMARY  
OFFEROR REQUIREMENTS – Continued**

**Requirement:** Offeror must demonstrate its knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). Additionally, the offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience including interaction with multiple levels of government and private sector in at least three (3) projects in the past five (5) years of similar scope and size.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)
	<b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>
	<b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>
	<b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>	
Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

**ATTACHMENT SIX  
SUBCONTRACTOR PROFILE SUMMARY  
OFFEROR REQUIREMENTS**

**Requirement:** The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months. The offeror and/or subcontractor(s) must also demonstrate successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

**ATTACHMENT SIX  
SUBCONTRACTOR PROFILE SUMMARY  
OFFEROR REQUIREMENTS – Continued**

**Requirement:** The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months. The offeror and/or subcontractor(s) must also demonstrate successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)
	<b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>
	<b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>
	<b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>	
Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

**ATTACHMENT SIX  
SUBCONTRACTOR PROFILE SUMMARY  
OFFEROR REQUIREMENTS**

**Requirement:** Offeror must demonstrate its knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). Additionally, the offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience including interaction with multiple levels of government and private sector in at least three (3) projects in the past five (5) years of similar scope and size.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)
	<b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>
	<b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>
	<b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>	
Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)
	<b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>
	<b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>
	<b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>	
Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.	

**ATTACHMENT SIX  
SUBCONTRACTOR PROFILE SUMMARY  
OFFEROR REQUIREMENTS – Continued**

**Requirement:** Offeror must demonstrate its knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). Additionally, the offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience including interaction with multiple levels of government and private sector in at least three (3) projects in the past five (5) years of similar scope and size.

<b>Company:</b>	<b>Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>
<b>Company Address:</b>	<b>Contact Phone Number:</b>  <b>Contact E-Mail Address:</b>
<b>Project Name:</b>	<b>Beginning Date of Expr / Ending Date of Expr:</b>  <b>Month/Year:                      Month/Year:</b>
<b>List Related Services or Work Provided:</b>  <b>Describe how the Related Services or Work shows the offeror's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.</b>	

**ATTACHMENT SEVEN  
CONTRACTOR PERFORMANCE FORM**

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

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of five thousand dollars (\$5,000.00), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a twenty percent (20%) interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a twenty percent (20%) interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

**ATTACHMENT EIGHT  
COST SUMMARY**

**Required Product Deliverables**

2006 Required Product Deliverable	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ _____
Project Product 2 – Statewide 1-foot color 2500 x 2500 tiles	\$ _____
Project Product 3 – Statewide 1-foot color SID mosaics	\$ _____
Project Product 4 – DEM to support 5-foot contour generation	\$ _____
<b>2006 Required Product Deliverable – Not-to-Exceed-Fixed-Price Total</b>	<b>\$ _____</b>

Note: The deliverable cost for Project Products 2, 3, & 4 are the subtotals provided on the following 2006 – Required Product Deliverable Costs by County cost summary sheets (pages 75 & 76).

2007 Required Product Deliverable	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ _____
Project Product 2 – Statewide 1-foot color 2500 x 2500 tiles	\$ _____
Project Product 3 – Statewide 1-foot color SID mosaics	\$ _____
Project Product 4 – DEM to support 5-foot contour generation	\$ _____
<b>2007 Required Product Deliverable – Not-to-Exceed-Fixed-Price Total</b>	<b>\$ _____</b>

Note: The deliverable cost for Project Products 2, 3, & 4 are the subtotals provided on the following 2007 – Required Product Deliverable Costs by County cost summary sheet (page 77).

	Not-to-Exceed-Fixed-Price
<b>2006 &amp; 2007 Required Product Deliverables Total</b>	<b>\$ _____</b>

**ATTACHMENT EIGHT  
COST SUMMARY – Continued**

**2006 – Required Product Deliverable Costs by County**

Northern Tier County	2006 Area	2 1' Pixel Full-res Tiled	3 1' County Mosaic Lossless SID	4 DEM to support 5' contour
ALLEN	406.9			
ASHLAND	426.9			
ASHTABULA	710.8			
AUGLAIZE	402.1			
CARROLL	399.1			
COLUMBIANA	535.1			
COSHOCTON	567.4			
CRAWFORD	402.8			
CUYAHOGA	459.6			
DEFIANCE	414.6			
DELAWARE	457.4			
ERIE	259.2			
FAIRFIELD	508.5			
FULTON	407.8			
GEAUGA	408.9			
HANCOCK	534.0			
HARDIN	471.0			
HARRISON	410.6			
HENRY	420.0			
HOLMES	424.1			
HURON	496.4			
JEFFERSON	410.0			
KNOX	529.6			
LAKE	231.8			
LICKING	687.4			
LOGAN	466.7			
LORAIN	494.5			
LUCAS	347.1			
MAHONING	425.3			
MARION	404.2			
MEDINA	423.1			
MERCER	473.4			
MORROW	407.3			
OTTAWA	265.8			
PAULDING	419.2			
PORTAGE	504.5			
PUTNAM	484.7			

**ATTACHMENT EIGHT  
COST SUMMARY - Continued**

**2006 – Required Product Deliverable Costs by County - Continued**

<b>Northern Tier County</b>	<b>2006 Area</b>	<b>2 1' Pixel Full-res Tiled</b>	<b>3 1' County Mosaic Lossless SID</b>	<b>4 DEM to support 5' contour</b>
RICHLAND	500.5			
SANDUSKY	413.6			
SENECA	553.3			
SHELBY	410.8			
STARK	580.6			
SUMMIT	420.4			
TRUMBULL	636.5			
TUSCARAWAS	571.5			
UNION	437.0			
VAN WERT	410.7			
WAYNE	557.3			
WILLIAMS	423.6			
WOOD	621.4			
WYANDOT	407.8			
<b>Totals</b>	<b>23442.8</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Sq. Mile Cost</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**ATTACHMENT EIGHT  
COST SUMMARY - Continued**

**2007 – Required Product Deliverable Costs by County**

<b>Southern Tier County</b>	<b>2007 Area</b>	<b>2 1' Pixel Full-res Tiled</b>	<b>3 1' County Mosaic Lossless SID</b>	<b>4 DEM to support 5' contour</b>
ADAMS	586.3			
ATHENS	508.4			
BELMONT	541.7			
BROWN	493.5			
BUTLER	469.9			
CHAMPAIGN	430.2			
CLARK	401.4			
CLERMONT	459.7			
CLINTON	412.4			
DARKE	599.6			
FAYETTE	407.1			
FRANKLIN	544.0			
GALLIA	471.4			
GREENE	416.0			
GUERNSEY	528.4			
HAMILTON	412.5			
HIGHLAND	557.7			
HOCKING	423.5			
JACKSON	421.5			
LAWRENCE	457.0			
MADISON	467.4			
MEIGS	432.4			
MIAMI	409.8			
MONROE	457.2			
MONTGOMERY	464.4			
MORGAN	421.6			
MUSKINGUM	672.6			
NOBLE	404.7			
PERRY	412.5			
PICKAWAY	506.4			
PIKE	444.0			
PREBLE	426.5			
ROSS	692.8			
SCIOTO	616.1			
VINTON	414.9			
WARREN	407.2			
WASHINGTON	639.9			
<b>Totals</b>	<b>17832.6</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Sq. Mile Cost</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**ATTACHMENT EIGHT  
COST SUMMARY - Continued**

**2006 - Optional Product Deliverables (as Enhancements)**

Optional deliverables that may occur as a result of county or state agency input. . The costs listed below should reflect only the cost difference associated with increasing the required product deliverables to the optional requirement.

Northern Tier	2006	A	B	C	D	E	F	G	H
County	Area	6" Pixel Full-res Tiled	6" County Mosaic Lossless SID	DEM to support 2' contour	1M 3.75 Minute DOQQ	1M DOQQ County Mosaic	1M CIR	5' Contours	2' Contours
ALLEN	406.9								
ASHLAND	426.9								
ASHTABULA	710.8								
AUGLAIZE	402.1								
CARROLL	399.1								
COLUMBIANA	535.1								
COSHOCTON	567.4								
CRAWFORD	402.8								
CUYAHOGA	459.6								
DEFIANCE	414.6								
DELAWARE	457.4								
ERIE	259.2								
FAIRFIELD	508.5								
FULTON	407.8								
GEAUGA	408.9								
HANCOCK	534.0								
HARDIN	471.0								
HARRISON	410.6								
HENRY	420.0								
HOLMES	424.1								
HURON	496.4								
JEFFERSON	410.0								
KNOX	529.6								
LAKE	231.8								
LICKING	687.4								
LOGAN	466.7								
LORAIN	494.5								
LUCAS	347.1								
MAHONING	425.3								
MARION	404.2								
MEDINA	423.1								
MERCER	473.4								
MORROW	407.3								

**ATTACHMENT EIGHT  
COST SUMMARY - Continued**

**2006 - Optional Product Deliverables (as Enhancements) - Continued**

Optional deliverables that may occur as a result of county or state agency input. . The costs listed below should reflect only the cost difference associated with increasing the required product deliverables to the optional requirement.

<b>Northern Tier</b>	<b>2006</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>County</b>	<b>Area</b>	<b>6" Pixel Full-res Tiled</b>	<b>6" County Mosaic Lossless SID</b>	<b>DEM to support 2' contour</b>	<b>1M 3.75 Minute DOQQ</b>	<b>1M DOQQ County Mosaic</b>	<b>1M CIR</b>	<b>5' Contours</b>	<b>2' Contours</b>
OTTAWA	265.8								
PAULDING	419.2								
PORTAGE	504.5								
PUTNAM	484.7								
RICHLAND	500.5								
SANDUSKY	413.6								
SENECA	553.3								
SHELBY	410.8								
STARK	580.6								
SUMMIT	420.4								
TRUMBULL	636.5								
TUSCARAWAS	571.5								
UNION	437.0								
VAN WERT	410.7								
WAYNE	557.3								
WILLIAMS	423.6								
WOOD	621.4								
WYANDOT	407.8								
<b>Totals</b>	<b>23442.8</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Sq. Mile Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**ATTACHMENT EIGHT  
COST SUMMARY - Continued**

**2007 - Optional Product Deliverables (as Enhancements)**

Optional deliverables that may occur as a result of county or state agency input. . The costs listed below should reflect only the cost difference associated with increasing the required product deliverables to the optional requirement.

<b>Southern Tier</b>	<b>2007</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>County</b>	<b>Area</b>	<b>6" Pixel Full-res Tiled</b>	<b>6" County Mosaic Lossless SID</b>	<b>DEM to support 2' contour</b>	<b>1M 3.75 Minute DOQQ</b>	<b>1M DOQQ County Mosaic</b>	<b>1M CIR</b>	<b>5' Contours</b>	<b>2' Contours</b>
ADAMS	586.3								
ATHENS	508.4								
BELMONT	541.7								
BROWN	493.5								
BUTLER	469.9								
CHAMPAIGN	430.2								
CLARK	401.4								
CLERMONT	459.7								
CLINTON	412.4								
DARKE	599.6								
FAYETTE	407.1								
FRANKLIN	544.0								
GALLIA	471.4								
GREENE	416.0								
GUERNSEY	528.4								
HAMILTON	412.5								
HIGHLAND	557.7								
HOCKING	423.5								
JACKSON	421.5								
LAWRENCE	457.0								
MADISON	467.4								
MEIGS	432.4								
MIAMI	409.8								
MONROE	457.2								
MONTGOMERY	464.4								
MORGAN	421.6								
MUSKINGUM	672.6								
NOBLE	404.7								
PERRY	412.5								
PICKAWAY	506.4								
PIKE	444.0								
PREBLE	426.5								
ROSS	692.8								
SCIOTO	616.1								
VINTON	414.9								
WARREN	407.2								
WASHINGTON	639.9								
<b>Totals</b>	<b>17832.6</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Sq. Mile Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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# SUPPLEMENTAL INFORMATION HEADER

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

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

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

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								
or								
Employer identification number								

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

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

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

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

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

### Penalties

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

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

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

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

## Specific Instructions

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

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

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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

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

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

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

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

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

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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

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



# SUPPLEMENTAL INFORMATION TRAILER

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

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