

# REQUEST FOR PROPOSALS

RFP NUMBER: CSP905208  
INDEX NUMBER: SRC002T  
NIGP NUMBER: 961-86  
UNSPSC NUMBER: 85121600

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio State Racing Commission (OSRC) is requesting proposals for:

## OFFICIAL STATE VETERINARIAN(S) FOR EQUINE AND HUMAN SAMPLE COLLECTION FOR DRUG TESTING



RFP ISSUED: September 28, 2007  
INQUIRY PERIOD BEGINS: September 28, 2007  
INQUIRY PERIOD ENDS: October 15, 2007 @ 8:00 a.m.  
PROPOSAL DUE DATE: October 22, 2007 by 1:00 p.m.

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

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

PRE-PROPOSAL CONFERENCE DATE: October 9, 2007 at 10:00 a.m.  
Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

This RFP consists of five (5) parts, ten (10) attachments and two (2) supplements totaling 69 consecutively numbered pages. Please verify that you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Ohio State Racing Commission (OSRC) (the "State") has asked the Department of Administrative Services (DAS), Office of Procurement Services to solicit competitive sealed proposals (Proposals) for the Official State Veterinarian(s) for Equine & Human Sample Collection for Drug Testing (the Work); this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

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

Once awarded, the term of the Contract will be through December 31, 2009. Contractor transition work shall begin immediately upon the State's execution of a Contract. The State may renew this contract for six (6) additional one (1) year periods; 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 OSRC.

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

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

The purpose for this RFP is to solicit Proposals from qualified individuals and/or organizations which will result in the successful Offeror(s) being designated by the OSRC as the "Official State Veterinarian(s) for Equine and Human Sample Collection for Drug Testing." The objective of the equine and human drug testing program, operated by the OSRC, is to protect the safety and integrity of horse racing through a comprehensive, state-of-the-art, and effective testing program. The successful Offeror(s) will be responsible for complying with all of the provisions of this RFP and applicable provisions of the Ohio Revised Code. The OSRC requires a quality routine testing capability utilizing an extensive quality assurance program to provide documented performance and service to the OSRC and the racing industry in the state of Ohio. It shall be the successful Offeror's obligation to ensure that personnel involved with these services are qualified to perform their portions of the Work.

In summary, Offerors shall:

1. Follow OSRC Sampling procedures.
2. Comply with all applicable regulatory guidance.
3. Maintain veterinary professional licensure.
4. Supervise Veterinary Assistant(s).
5. Utilize sampling supplies provided by the OSRC's contracted laboratory.
6. Utilize the OSRC's approved courier service.
7. Comply with invoicing procedures.
8. Comply with data and personal health confidentiality requirements.
9. Provide implementation and transition services.

**Background.** The Ohio State Racing Commission was created in 1933 when the Ohio General Assembly passed, what was known at the time as, the Emmons Bill. The Ohio Revised Code gives the Ohio State Racing Commission statutory authority to procure by contract for: the maintenance and operation of a testing laboratory and related facilities, for the purpose of saliva, urine, or other tests, and to purchase supplies and equipment for, and in connection with, such laboratory or testing processes. The expense of the laboratory or other testing processes, whether furnished by contract or otherwise, together with all supplies and equipment

used in connection therewith, shall be paid from the operating fund of the Ohio State Racing Commission in such a manner and in such proportions as the Commission provides.

Approximately 25,000 people earn their living in the State's racing industry, creating an annual economic impact of over \$700 million. The Ohio State Racing Commission is dedicated to the protection, preservation, and promotion of horse racing and its related industry components. In that connection, the Commission regulates pari-mutuel wagering and the licensing of all industry participants in order to ensure the protection of the wagering public and the integrity of the sport. The commission uses its best efforts to promote horse racing and breeding to the citizens of Ohio. The Commission strives to cooperate with horse owners, trainers, breeders, other licensees, county fairs, and the commercial racetracks, in order to accomplish these goals. Veterinarians will be contracted with to collect and prepare the samples for testing by the Racing Commission's official laboratory.

Horses race year round in Ohio at seven (7) commercial tracks: four (4) commercial harness tracks and three (3) commercial thoroughbred or quarterhorse tracks. Harness racing also takes place at over 60 county fairs from June through October. The location(s) where State Veterinarians and their assistants perform collection activities at the commercial tracks are listed below:

<u>Beulah Park</u> Thoroughbred & Quarterhorse	<u>River Downs</u> Thoroughbred & Quarterhorse	<u>Thistledown</u> Thoroughbred	
<u>Lebanon Raceway</u> Harness Racing	<u>Northfield Park</u> Harness Racing	<u>Raceway Park</u> Harness Racing	<u>Scioto Downs</u> Harness Racing

Statistics for projected 2008 racing day allocations and 2007 actual live race days are provided in Supplements One and Two.

**Samples Drawn 2006.** The quantities given below were drawn by the State Veterinarians in 2006 and are given for comparison purposes only. Samples drawn may vary by type and quantity.

Source	Urine Samples	Post-Race Blood Samples	Pre-Race Blood Samples	Human Samples	Total Samples
<b>Standardbred</b>					
Northfield Park	2298	3098	944	39	6379
Lebanon Raceway	867	1530	1192	4	3593
Raceway Park	961	1142	491	8	2602
Scioto Downs	779	856	493	6	2134
Sub Total	4905	6626	3120	57	14790
<b>Thoroughbred</b>					
Beulah Park	1064	1111	0	14	2189
River Downs	777	805	713	13	2308
Thistledown	1023	1196	1145	6	3370
Sub Total	2864	3112	1858	33	7867
<b>Grand Total</b>	<b>7769</b>	<b>9738</b>	<b>4978</b>	<b>90</b>	<b>22657</b>

**Supporting Documents.** In addition to the Supplements attached to this RFP, the State is providing additional documents that will enable each Contractor to complete their Proposal. Information about the commission, the State's racetracks, other aspects of horse racing and additional resources are available through the following hyperlinks:

1. The OSRC Web site at: <http://racing.ohio.gov/index.stm>.
2. The SOP for the OSRC Blood-Gas Testing at:  
[http://procure.ohio.gov/pdf/OSRC Blood-Gas SOP.pdf](http://procure.ohio.gov/pdf/OSRC%20Blood-Gas%20SOP.pdf).
3. The ODA Analytical Toxicology Laboratory SOP for Post Race TCO<sup>2</sup> Testing at:  
[http://procure.ohio.gov/pdf/TCO2 SOP.pdf](http://procure.ohio.gov/pdf/TCO2%20SOP.pdf).
4. The ODA Analytical Toxicology Laboratory SOP for Blood and Urine Specimens at:  
[http://procure.ohio.gov/pdf/ODA Blood Urine SOP.pdf](http://procure.ohio.gov/pdf/ODA%20Blood%20Urine%20SOP.pdf).

**Pre-Proposal Conference.** A Pre-Proposal Conference will be held on October 9, 2007 at the General Services Division building, 4200 Surface Road, Columbus, Ohio 43228. The Conference will be begin promptly at 10:00 a.m. and conclude at approximately 12:30 p.m.

All prospective Offerors are strongly encouraged to attend the Pre-Proposal Conference. 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. Attendees must be prepared to present photo identification at the security/entrance desk. A valid driver's license or State ID will suffice. Offerors are to sign the attendance log. State Representatives will be available to answer questions and clarify the exact extent of the requirements of the RFP. The State reserves the right to take questions under advisement and respond through the inquiry process. All questions posed after the pre-proposal conference must submitted through the State Procurement Web site's Q&A process.

Attendance at the pre-proposal conference must be coordinated through Dana King, State Procurement Analyst at: (614) 644-1788, fax: (614) 644-1785, or [dana.king@das.state.oh.us](mailto:dana.king@das.state.oh.us). Participation in the conference must be scheduled no later than 2:00 p.m. on October 4, 2007.

**Calendar of Events.** The schedule for the Project is given below, and is subject to change. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make scheduled changes through the RFP addendum process. The State will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with state/program staff until contract award is announced.

**Dates:**

Firm Dates

RFP Issued:	September 28, 2007
Inquiry Period Begins:	September 28, 2007
Pre-Proposal Conference	October 9, 2007 at 10:00 a.m.
Inquiry Period Ends:	October 15, 2007 at 8:00 a.m.
Proposal Due Date:	October 22, 2007 at 1:00 p.m.

Estimated Dates

Contract Start Date:

November 1, 2007

NOTE: These estimated dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

**PART TWO: STRUCTURE OF THIS RFP**

**Organization.** This RFP is organized into five (5) parts, ten (10) attachments and two (2) supplements. The parts and attachments are listed below.

**Parts.**

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

**Attachments.**

Attachment One	Project Requirements and Special Provisions
Part One	Project Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Form
Attachment Six	Offeror Reference Form
Attachment Seven	Offeror Performance Form
Attachment Eight	W-9 and Vendor Information Forms
Attachment Nine	Shipping Labels
Attachment Ten	Cost Summary Form

**Supplements.**

Supplement One	2007 OSRC Live Race Dates
Supplement Two	2007 and Projected 2008 OSRC Statistics – Live Races

### PART THREE: GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

Offerors may view inquiries and responses using the following process:

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

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

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

Offerors may view addenda using the following process:

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

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

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

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

**Proposal Submittal.** Each Offeror must submit one (1) completed, sealed, and signed (in blue ink) Proposal package and three (3) copies for a total of four (4) copies of both the Technical and Cost Proposals. Packages must be submitted, with the original copy marked as such. Each Proposal package must be clearly marked "Official State Veterinarian(s) for Equine and Human Sample Collection for Drug Testing Proposal" on the outside of each package's envelope. Shipping labels are provided as Attachment Nine of this RFP.

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

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

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

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

potential delays due to increased security. The State will reject late Proposals regardless of the cause for the delay.

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

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

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

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

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

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least 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. The State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

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

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

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

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

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

The State will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

## PART FOUR: EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

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

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

If the Auditor of State does not certify a Proposal due to lateness, the procurement representative will not open it or evaluate it for format or completeness. The procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair.

In addition to the procurement representative, the evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the Work that is the subject of this RFP. Offerors may not contact members of the evaluation committee except at the DAS procurement

representative's request. Contacting members of the evaluation committee without DAS permission may result in the rejection of that Offeror's Proposal.

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

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

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

At any time during this phase, the State may ask an Offeror to correct, revise, or clarify any portion(s) of its Proposal. The State will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

**Proposal Evaluation Criteria.** In the Proposal evaluation phase, the State will rate the Technical Proposals submitted in response to this RFP based on predetermined criteria. If the Offeror meets the mandatory requirements in Table 1, the Offeror's Proposal will be included in the next part of this evaluation phase and numerically scored according to Table 2. The total weight distributions for all criteria will be applied to Table 3.

**TABLE 1 – MANDATORY REQUIREMENTS**

MANDATORY CONTRACTOR REQUIREMENTS	DOES NOT MEET	MEETS
The Offeror possesses a state of Ohio Veterinarians Veterinary License	REJECT	ACCEPT
The Offeror provides complete contact information, by name, contact phone number, and e-mail address (if available) for the individual/veterinarian who will be assigned to this Project.	REJECT	ACCEPT

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

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

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

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

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

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

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

**TABLE 2 - TECHNICAL EVALUATION CRITERIA**

CRITERION	WEIGHT	SCORE (0=DOES NOT MEET TO 5=STRONG)	POINTS
The State Veterinarian must have 13 years experience treating Thoroughbred or Standardbred horses. OR The State Veterinarian is a previous OSRC veterinary service provider.	15		
The State Veterinarian cannot own, train, or race Thoroughbred or Standardbred horses at any commercial race track or county fair in Ohio	15		
The State Veterinarian must have experience in collection of equine urine samples.	5		
The State Veterinarian must have experience in collection of equine blood samples.	5		
The State Veterinarian must have experience in collection of equine blood gas collection.	5		
The State Veterinarian must have experience in personnel supervision.	2		
The State Veterinarian must be available to service all race dates.	10		

**Total Technical Score.** \_\_\_\_\_

Only those Offerors whose technical proposals meet or exceed the minimum technical quality score of 171 of the possible “strong” score of 285 technical points will be considered. Of all technically qualifying Proposals, the one(s) which offer the lowest cost for the full and satisfactory competition of the Project may be considered for award.

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

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

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

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

The value of C is 95 which is approximately 25 percent of the total possible weighted evaluation points (380), based on a technically “strong” score of 285 points.

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

**TABLE 3 – COMBINED EVALUATION SCORES**

Criterion	Points
Technical	<b>285</b>
Cost	<b>95</b>
<b>Total</b>	<b>380</b>

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

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

In evaluating an Offeror’s financial ability, the weight the State assigns, if any, to that financial ability will depend on whether the Offeror’s financial position is adequate or inadequate. That is, if the Offeror’s financial ability is adequate, the value assigned to the Offeror’s relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If the State believes the Offeror’s financial ability is not adequate, the State may reject the Proposal despite its other merits.

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

**Clarifications & Corrections.** During the evaluation process, the State may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal

if the State believes doing so does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's Proposal being disqualified.

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

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

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

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

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the State may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP, and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the State may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Offeror and submitted to the State within five (5) business days. If the State accepts the change, the State will give the Offeror written notice of the State's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

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

## PART FIVE: AWARD OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

**I. SAMPLING PROCEDURES.**

Below are the basic requirements for all tracks, specific procedures may vary from track to track, depending on need.

A. State Barn Opening Procedures, as applicable.

1. Prior to the First Race:

- a. Unlock and open front and back barn doors.
- b. Turn on: lights, fans, air conditioners or heaters, and television monitors in barn area.
- c. Unlock the State Veterinarian's office and turn on: lights, fans, air conditioners or heaters, and television monitors.

2. Veterinary Assistants shall:

- a. Clean and fill water buckets.
- b. Obtain the tattoo identification sheet and race program from paddock judge or identifier.
- c. Watch television monitor for race changes:
  - 1) Mark in the program any horses that have been scratched.
  - 2) Mark in the program and notify the State Veterinarian if any horses have Lasix changes and notify the State Veterinarian.
- d. Prepare and ready paperwork for the day's races:
  - 1) Highlight the track name on the green Horse Specimen Identification forms and bar code labels and stamp the race date in appropriate areas on the form and bar code labels.
  - 2) Prepare daily race ledger (spiral notebook) with race numbers, date, and special race notes.
  - 3) Check that necessary supplies are available (pens, whiteout, stamp pads, highlighters, index cards, etc.).

3. State Veterinarian(s) shall:

- a. Arrive at the racetrack one half hour (30 minutes) prior to the first race of the afternoon or evening.
- b. Supervise the Veterinary Assistant in accordance with ORC Chapter 4741 and the rules promulgated thereunder.

- c. Unlock refrigerator(s).
- d. Open and clean race specimen transport box(es).
- e. Place Chain of Custody form on clipboard, record the track name and date on the Chain of Custody form.
- f. Prepare and ready necessary supplies: alcohol; Whirl Pack plastic bags; cotton balls; Vacutainer blood collection tubes, holders & needles; specimen collection cup seals; evidence tape; white "Void If Removed" tape; and horse urine specimen collection cups.

4. Universal Bleeder Certificates are presented to the State Veterinarian for his authorization. The State Veterinarian will examine the document for discrepancies and then sign the form in the designated space.

B. Post Race Testing.

1. Urine Samples – Equine:

a. Paperwork (completed by Veterinary Assistants).

- 1) Watch races on television monitor and record the results of the race on the race program.
- 2) Mark the winner, specials, and/or claimed horses (those that are to be tested) on the tattoo sheet.
- 3) Legibly, in block letters, record appropriate information in the daily race ledger (spiral notebook).
- 4) Legibly, in block letters, complete a green Horse Specimen Identification form for each horse; if the horse is programmed to race on Lasix, mark an (L) on all small bar code labels and on the blood and urine portion of the Horse Specimen Identification form.

NOTE: Lasix information is found in the race program. The age, sex, and tattoo number of each horse are found on the horse identification sheet.

b. When a horse enters the state barn:

- 1) Identify the horse by tattoo or freeze brand and by the saddle pad number and/or head number and confirm with the person accompanying the horse.
- 2) Record the time the horse enters the barn in the daily race ledger.
- 3) If the horse enters the stall, the Veterinary Assistant shall follow with a clean, unopened horse urine specimen collection cup.
- 4) Snap open the urine specimen collection cup, verify that there are no holes or cracks in it, and place it in the cup holder on the urine collection pole.
- 5) While the horse's equipment is being removed, the Veterinary Assistant shall be prepared to catch the urine sample.
- 6) After equipment is removed, the horse shall be moved to the wash rack and be bathed. NOTE: Horses may enter the state barn and immediately enter the wash rack and be stripped of their equipment and be bathed. It is the responsibility of the Veterinary Assistant to monitor the horse while it is being bathed and to be prepared to enter the stall with the horse.
- 7) Once the horse is in the stall, the Veterinary Assistant shall attempt to get the horse to urinate and collect the sample in the urine specimen collection cup.

c. Sealing of urine sample:

- 1) Upon collection of a urine sample, the person accompanying the horse shall be given the opportunity to view the sample being sealed.
- 2) The Veterinary Assistant shall close the lid on the urine specimen cup, return to the state barn office, invert the cup five (5) times to mix the urine specimen, and rinse and/or dry the urine specimen cup.
- 3) Open the specimen collection cup and pour at least 60 mL of urine into a urine transport container; pour the remainder of the urine into a second urine transport container.
- 4) Place the lids on the containers and screw the lids closed until they are fully tightened.
- 5) Seal each of the urine transport containers with a Tamper Evident Specimen seal placed on the top of the lid and down one side of the container.

- 6) Affix a short, marked, bar-coded specimen label from the Horse Specimen Identification form horizontally on the side of each container.
- 7) Tear the balance using an empty specimen transport container and record the weight, in grams, of each specimen transport container on the pre-affixed label on each container.
- 8) The Veterinary Assistant shall sign his or her name and shall record the time that the sample was collected in the designated areas on the green Horse Specimen Identification form.
- 9) Ask the witness (person accompanying the horse) to sign their name and write their ORSC license number in the designated areas on the green Horse Specimen Identification form.
- 10) On the Chain of Custody sheet, place two (2) bar coded specimen labels under the ID Tag Label (one on the original and one on the duplicate page) and record the sex of the horse, urine, time collected, urine collected and sealed by, and urine seal number (red seal number) are recorded by the Veterinary Assistant.
- 11) Place the sealed urine vials are in the refrigerator in the specimen transport box.
- 12) Complete the daily ledger book by recording the time that the horse urine sample was collected and the initials of the collector.

2. Blood Samples – Equine:

a. Horse blood sample:

- 1) Collected by State Veterinarian.
- 2) Occurs approximately 30 minutes after the horse enters the state barn.

b. Collection of blood samples:

- 1) Prior to collecting the sample, the State Veterinarian shall check the tattoo of the horse and verify that it correctly matches the tattoo number recorded on the green Horse Specimen Identification form.
- 2) Swab and swab an area along the horse's jugular vein cleaned with an alcohol soaked cotton ball.
- 3) Insert a needle into the jugular vein and collect the blood sample in two (2) 10 ml Vacutainer Sodium Heparin blood tubes.
- 4) Remove the needle from the vein and apply pressure to the area until the bleeding stops.
- 5) Invert the tubes gently at least five (5) times.
- 6) Remove the needle from the Vacutainer holder and discard it in the Sharps® Disposal Container.

c. Sealing of blood sample:

- 1) The witness (person accompanying the horse) shall be given the opportunity to view the sealing of the blood sample collected from their horse.
- 2) Place a small bar code label from the appropriate green Horse Specimen Identification form on each tube.
- 3) Place both tubes in a Whirl Pack bag and twist the top shut.
- 4) Place a white "Void If Removed" seal across the opening of the Whirl Pack bag.
- 5) Place a small bar code label from the appropriate green Horse Specimen Identification form on the "Void If Removed" sticker.
- 6) Place the Whirl Pack bag containing the blood tubes and the corresponding urine specimen transport containers from a horse in a specimen transport bag; add the appropriate number of absorbent pads and seal the bag using the self-sealing feature of the transport bag; place one (1) bar-coded specimen identification label on the bag. Place the sealed bag in the specimen transport box in the refrigerator.
- 7) The witness shall sign their name in the appropriate area under the blood portion of the green Horse Specimen Identification form.
- 8) The State Veterinarian shall sign his name and write the time that the blood sample was collected in the designated areas of the Chain of Custody form.
- 9) On the Chain of Custody form, the State Veterinarian will write the number 2 under the number of blood tubes collected column and then check and verify that the bar code

number on top of the urine sample and blood sample are the same and initial the appropriate column.

- 10) On the Chain of Custody form, the State Veterinarian will record any comments or special instructions under the comments/instructions column.

NOTE: When a urine sample is not collected, the sealing process for the blood sample is the same but the State Veterinarian shall place two (2) small bar codes from the appropriate green Horse Specimen Identification form (one on the original and one on the duplicate page) onto the Chain of Custody form under the ID tag label section. The sex of the horse, number of blood tubes, and time collected portions are filled out and dashes are drawn through the remainder of the boxes. All blood samples that were collected without corresponding urine samples are placed in one specimen transport bag along with an appropriate number of absorbent pads and sealed.

### 3. Human Urine Collection:

Sample Preparation and sealing procedures:

- a. Sample collection is performed by a race official or other approved person.
- b. The sample is delivered to the State Veterinarian with the human urine collection cup sealed in a tamper-proof evidence bag.
- c. The Human Specimen Identification form is completed by the race official or other approved person.
- d. The State Veterinarian shall use the information recorded on the Human Specimen Identification to fill out the appropriate areas on the Chain of Custody form:
  - 1) ID Human Specimen Identification number.
  - 2) Sex (male or female).
  - 3) Urine volume in ml.
  - 4) Collector's name.
- e. The Human Specimen Identification form is signed by the State Veterinarian in the appropriate area.
- f. The tamper proof evidence bag is signed by the State Veterinarian in the appropriate area.
- g. The tamper proof evidence bag is placed in the specimen transport box in the refrigerator.
- h. The Human Specimen Identification form(s) is placed with the Horse Specimen Identification forms.
- i. The daily Chain of Custody form is signed in the appropriate area by the State Veterinarian and the sample(s) are signed over to the laboratory.

### C. Blood Gas Testing. Must be conducted as indicated in the OSRC blood-gas testing SOP.

#### 1. Location:

- a. Collection of Samples: Paddock or test barn.
- b. Preparation and sealing of samples: state barn office.

#### 2. Prior to race testing:

- a. Race officials select race(s) to be tested.
- b. State Veterinarian is notified which race(s) are to be tested and reports to the paddock approximately two (2) races prior to the post time of the race designated for testing.
- c. Samples are to be collected from the horses as close as possible to the start of the race.
- d. An OSRC official or other designated person will complete one green Horse Specimen Identification form for each horse that is to be tested and will accompany the State Veterinarian in the paddock during the collection of samples.

#### 3. Supplies:

- a. Sharps Disposal Container.

- b. Sample collection box containing the following items:
    - 1) (20) 11 ml Vacutainer SST gel and clot activator blood collection tubes.
    - 2) (20) 20 gauge 1½" Vacutainer needles.
    - 3) (20) Vacutainer holders.
    - 4) Alcohol swabs.
    - 5) Test tube holder.
  - c. Centrifuge.
  - d. Whirl Pack envelopes.
  - e. White "Void If Removed" stickers.
  - f. Thermos™ or other appropriate insulated lunch box.
  - g. Ice pack.
  - h. Green Specimen Identification forms and Chain of Custody forms.
4. Sample collection procedures:
- a. The OSRC official or a Veterinary Assistant shall verify the tattoo of the horse that is to be tested.
  - b. The blood sample from each horse will be collected by the State Veterinarian:
    - 1) Swab and clean the neck area of the horse with alcohol.
    - 2) Insert a needle into the jugular vein and fill a Vacutainer collection tube to the designated line.
    - 3) Remove the needle and apply pressure to the site until bleeding has stopped.
    - 4) Invert the blood collection tube gently at least five (5) times.
  - c. Place a white seal strip and bar code strip from the corresponding green Horse Specimen Identification form over the rubber stopper of the blood collection tube.
  - d. The witness (person accompanying the horse) shall sign their name and OSRC license number under the blood section of the green Horse Specimen Identification form that has been prepared for their horse.
  - e. Place the blood samples from each horse in the specimen transport box and remove and discard the needles in the Sharps Disposal Container, return both to the State Barn.
  - f. The State Veterinarian will sign his name and write the time that the sample was collected in the designated area on each green Horse Specimen Identification form.
5. Sample preparation and Sealing Procedure:
- a. Remove the samples from the sample collection box and allow the blood to clot for at least thirty (30) minutes.
  - b. For each race treated, complete a separate Chain of Custody form for the blood gas samples and record "Pre-Race testing" on the top of the form.
  - c. Place the blood sample tubes in the centrifuge and centrifuge for at least ten (10) minutes at 4,750 rpm.
  - d. Remove each blood sample from the centrifuge and individually place it in a Whirl Pack bag.
  - e. Seal each Whirl Pack bag containing the blood sample tube by placing a white "Void If Removed" sticker across the opening of the bag.
  - f. Place a bar code identification tag from the corresponding green Horse Specimen Identification form on the "Void If Removed" sticker.
  - g. Place all sealed Whirl Pack bags in an insulated pouch; place a cold pack in the pouch with the samples.
  - h. Close the pouch.
  - i. Place the pouch in a specimen transport box inside the refrigerator.
  - j. Place a red coding dot if blood gas samples are enclosed in the specimen transport box.
- D. State Barn Closing Procedures: Shall occur after the races are over and the samples have been collected.
1. Veterinary Assistant:
- a. Empty all water buckets and place them in the state barn office.

- b. Check that the barn area is clean.
- c. Verify that the office table is cleared off, that supplies are properly stored, and the daily race ledger (spiral notebook) is properly completed and placed in the desk drawer.
- d. Turn off lights, fans, heaters, air conditioners, or television monitors, as appropriate.

2. State Veterinarian:

- a. Recheck the Chain of Custody form(s) and green Horse Specimen Identification forms for any discrepancies.
- b. Sign name and record the time and the date (this date will not be the same as the race date if sealing occurs after midnight) in the designated areas on the Chain of Custody form(s).
- c. Place crumpled newspapers in the specimen transport box(es) to fill any empty spaces and help cushion the samples.
- d. Select a green track box seal and write the number in the designated area on the Chain of Custody form(s), NOTE: If two (2) track boxes are needed for all of the specimens, then use two (2) green specimen transport box seals, one (1) on each box, and record both of their numbers in the designated area on the Chain of Custody form(s).
- e. Put the original Chain of Custody form(s) for any blood gas samples in a plastic baggie and place it in the specimen transport box.
- f. Put the original Chain of Custody form(s) for the post race samples in a separate plastic baggie and place it in the specimen transport box.
- g. File the duplicate Chain of Custody form(s) in the state barn office.
- h. Close, lock, and seal by placing the designated green specimen transport box seal on the outside of the specimen transport box.
- i. Place a Bill of Lading form for the designated courier service, which has been filled out by the laboratory, on the outside of one specimen transport box.
- j. Put the track box(es) in the state barn refrigerator and then lock the refrigerator shut.
- k. Separate the original and duplicate green Horse Specimen Identification forms; place the original copy in an envelope and mail it to the OSRC; file the duplicate copy in the state barn office.
- l. Turn off any remaining lights, fans, heaters, air conditioners, and television monitors in office or barn areas.
- m. Lock the office door.
- n. Chain and lock both the back and front doors of the state barn, if applicable.
- o. The State Veterinarian shall be required to stay at the race track at least one (1) hour after the finish of the last race to collect samples.

**II. LAWS.** The State Veterinarian(s) shall be required to perform their duties, services, and/or responsibilities as may be required by Sections 3769.01 through 3769.99 of the Ohio Revised Code and the Rules, Regulations, and Directives of the OSRC.

**III. QUALIFIED APPLICANTS.**

- A. Professional Licenses. The State Veterinarian shall have a valid and current Ohio veterinary license.
- B. The State Veterinarian must have at least thirteen (13) year experience as a veterinarian. This requirement is waived for all current State Veterinarians.

**IV. VETERINARY ASSISTANT(S).** The individual race tracks shall furnish and compensate the Veterinary Assistants. The State Veterinarian(s) shall supervise the Veterinary Assistant(s).

**V. SUPPLIES.** The laboratory shall provide all supplies required to collect, ship, and record the collection of samples and split samples; these supplies include, but are not limited to:

- A. Specimen transport containers that are insulated against extreme heat and cold, and can be sealed with numbered disposable security locks to insure sample integrity and security.
- B. Urine sample containers for transport and storage of test samples and split samples. Containers

shall be unbreakable, with leak proof lids, minimum capacity of 100 milliliters, sterile and sealed upon delivery.

- C. Partially evacuated blood tubes with 15 milliliter capacity containing anticoagulant and preservative.
- D. Partially evacuated blood tubes with 15 milliliter capacity with clot enhancers and preservative for collection of samples for TCO<sub>2</sub> analysis.
- E. Needles - 20 gauge, 1" and 1½".
- F. Sample identification tags.
- G. Evidence tape.
- H. Cold packs, freezer cold packs, or other material to protect the samples during shipping.
- I. Supplies to ship the containers to the laboratory by overnight courier.
- J. Shipping containers and packaging must comply with federal transportation requirements for transportation of biological samples.

Note: It is the duty of the laboratory to ensure that all supplies necessary for sample collection, security, and shipment are delivered to the racetracks or other designated place so that at all times during every race meet sufficient supplies are located at the race track to handle a minimum of ten (10) racing days. It is the duty of the State Veterinarian to inform the laboratory of supply needs and to maintain the supplies in a safe and secure storage area to guard against theft and misuse.

**VI. COURIERS.** The laboratory shall provide and pay for couriers that the Commission has pre-approved for pick-up and delivery of test samples and supplies.

**VII. BILLING/PAYMENT.**

- 1. The Contractor shall provide the State with a monthly consolidated invoice for services provided by Contractor under the Program, in accordance with the Program Pricing set forth in Contractor's Proposal. All invoices will be paid by electronic debit or other method approved by Contractor in writing.
- 2. The State will pay Contractor for administrative products and services provided by Contractor under the Program in accordance with the Administrative Fee provisions set forth in Contractor's Proposal. Contractor will provide the State with an Administrative Fee invoice in accordance with Contractor's four (4) week Administrative Fee cycle. The State will pay Administrative Fee invoices in full within fifteen (15) days of the invoice date.

**VIII. DATA/CONFIDENTIALITY.** The Contractor shall comply with all regulatory guidance regarding electronic data storage and transmission as well as personal health information.

**IX. IMPLEMENTATION AND TRANSITION SERVICES.** The Contractor shall be able to provide services immediately after Contract award. Upon Contract termination, the Contractor shall ensure any transitional equipment, data, etc. are promptly provided to the OSRC to prevent a disruption in service.

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

**The Offeror's Fee Structure.** Contractor(s) shall be compensated at the agreed to "not to exceed" cost. The State will not make payment for time charged to vacation, sick leave or other paid leave of absence, holidays, training or staff development of Offeror's personnel or other non-work related activity.

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

All Contractor invoices shall be submitted to:

The Ohio State Racing Commission  
Riffe Center, 18<sup>th</sup> Floor  
77 South High St.  
Columbus, OH 43215  
Phone: (614) 466-2757

## ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

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

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

Each Proposal must contain the following completed information, chronologically in order, as listed below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Offeror Profile Form and Mandatory Contractor Requirements Attestation Table
5. Offeror Reference Form
6. Work Plan
7. Support Requirements
8. Conflict of Interest Statement
9. Assumptions
10. Payment Address
11. Proof of Insurance
12. Signed Contract
13. Offeror Performance Form
14. W-9 and Vendor Information Forms
15. Cost Summary Form

**1. Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter shall provide an executive summary of the solution the Offeror plans to provide. Offerors shall address each and every requirement as specified in Table 4, Parts 1 and 2 and provide the tables as an attachment to the Cover Letter. Offerors shall discuss the degree of understanding and agreement with goals and objectives of the State. The letter must also have the following:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
- b. A list of the people who prepared the Proposal, including their titles.
- c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
- d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
- e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
  - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
  - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
  - 3) A description of the work the subcontractor will do.
  - 4) A commitment to do the work if the Offeror is selected.
  - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

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

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

The following table must be completed by the Contractor and provided as an attachment to the Cover Letter. Contractors shall initial either confirming or denying ability to meet each of the criterion listed in the table.

**TABLE 4 - EVALUATION CRITERIA**

Name of racetrack(s) which Offeror wishes to be considered for: \_\_\_\_\_

**TABLE 4 – PART 1**

MANDATORY CONTRACTOR REQUIREMENTS	OFFEROR'S INITIALS CONFIRMING ABILITY TO MEET REQUIREMENT
The Offeror possesses a state of Ohio Veterinarians Veterinary License	
The Offeror provides complete contact information, by name, contact phone number, and e-mail address (if available) for the individual/veterinarian who will be assigned to this Project.	

**TABLE 4 – PART 2**

CRITERION	OFFEROR'S INITIALS CONFIRMING ABILITY TO MEET REQUIREMENT
The State Veterinarian has 13 years experience treating Thoroughbred or Standardbred horses. OR The State Veterinarian is a previous OSRC veterinary service provider.	
The State Veterinarian does not own, train, or race Thoroughbred or Standardbred horses at any commercial race track or county fair in Ohio.	
The State Veterinarian must have experience in collection of equine urine samples.	
The State Veterinarian has experience in collection of equine blood samples.	
The State Veterinarian has experience in collection of equine blood gas collection.	
The State Veterinarian has experience in personnel supervision.	
The State Veterinarian agrees to be available to service all race dates for the applicable racetrack.	

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

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

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

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

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

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

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

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

*(Insert Company name)* affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the state of Ohio, the Ohio State Racing Commission, and the Department of Administrative Services for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

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

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

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

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

requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

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

- a. Refer to Table Four, Technical Evaluation Criteria.
- b. Documentation of education and licensure information is provided. Information shall be provided for each Offeror/Candidate.
- c. A resume is provided for staff proposed as State Veterinarians for this Project.
- d. The Offeror must provide data describing the current organization, dollar volume, number of employees, home office location, and any other general company profile information.

- 5. Offeror/Candidate References.** The State Veterinarian must have 13 years experience treating Thoroughbred and Standardbred horses or be a previous service provider of veterinary services for the OSRC. The Offeror must submit or if the Offeror represents a group of veterinarians, each veterinarian must submit a completed (Attachment Seven) Offer Reference Form.

The Offeror's clients shall be similar in their nature, size, and scope of services and will be scored accordingly.

This RFP includes an Offeror Reference Form as Attachment Six. Additional pages may be added to allow Offerors the ability to provide complete reference information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal. Each reference must be willing to discuss the Offeror's performance with the evaluation committee.

The State does not assume that 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. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

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

- 6. Work Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Offeror must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the proposal, the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project execution and control the Project. The Project plan should include detail sufficient to give the State an understanding of how the Offeror's knowledge and approach will satisfy the State's requirements.

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

- a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.

- b. Assistance from State staff and the experience/qualification level required.
- c. Other support requirements.

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

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

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

- 9. Assumptions.** The Offeror must provide a comprehensive listing of any key assumptions that were made in preparing the Proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, or requirements.

- 10. Payment Address.** The Offeror must give the address to which payments to the Offeror will be sent. DAS requires thirty (30) day notice to change the "Bill to Address".

- 11. Proof of Insurance.** In this section, the Offeror must provide a copy of the certificate of insurance, as issued by the insurer, and required by the General Terms & Conditions of this RFP. The policy may be written on an occurrence or claims made basis.

- 12. Signed Contracts.** The Offeror must provide two (2) originally signed, blue ink copies of the included Contract (Attachment Four). The Offeror must complete, sign, and date both copies of the Contract and include it with their Proposal.

- 13. Contract Performance.** The Offeror must complete Attachment Seven, Offeror Performance Form.

- 14. W-9 and Vendor Information Forms.** The Offeror must complete the attached W-9 form (data November 2005) the Vendor Information Form (OBM-3456) in their entirety. At least one (1) original, blue ink of each (W-9 and OBM-3456) (Attachment Eight) must be submitted. All other copies of a Proposal may contain duplicates of the original forms. Please indicate on the outside of the binder which Proposal copy contains the original signature. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-3456 for both the parent and subsidiary companies. These documents can be found on the OBM Web site at the following address: <http://www.obm.ohio.gov/>.

- 15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA).** The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA pre-certification; if not already registered, Offerors must:

- a. Register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.
- b. Review the Terrorist Exclusion List at: [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/terrorist\\_exclusion\\_list.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf).
- c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf) and submit this with RFP responses.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the Proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

- 16. Cost Summary Form.** The Cost Summary Form (Attachment Ten) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price.

Offerors shall provide a comprehensive cost analysis. This cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS.

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

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

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

**Term.** Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. The first term for this Contract will expire on December 31, 2009. The State however, may renew this Contract by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent renewals during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

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

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

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

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the fixed dollar value amounts in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and

satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). That section of the Revised Code currently requires monthly interest payments of one 12<sup>th</sup> of the annual rate in Section 5703.47 of the Revised Code. If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

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

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

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

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

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

**Employment Taxes.** Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings,

and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

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

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

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

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

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

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

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

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

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

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

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

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

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

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

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

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

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

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

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

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

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

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

The Contractor must have qualified replacement people available to replace any people listed by name in the Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

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

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

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

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

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

- a. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in this Contract may result in the imposition of remedies as explained below in paragraph 2.
  1. The Contractor shall be required to process all DAS purchase orders within the time period specified herein. THE OSRC will monitor compliance.
  2. THE OSRC must be promptly notified of any procedural changes outside the technical requirements listed herein.
- b. Resolution for Contract Non-Compliance. THE OSRC will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract.

1. For any infractions not immediately remedied by the Contractor, THE OSRC will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction. DAS will apply the provisions of Contract Terms and Conditions to resolve the infraction.
2. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

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

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

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based

on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's

not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

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

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

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

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

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

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

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

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

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

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

Protected Health Information (PHI) is information received by the Contractor from or on behalf of the State Department of Administrative Services that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 C.F.R. 164.501 and any addenda thereto.

HIPAA compliance requires, at minimum, that the Contractor:

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

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

**Ownership of Deliverables.** All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title,

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

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

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

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

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

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

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

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

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

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.

4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

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

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

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

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

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

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

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

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

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

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

**General Exclusion of Warranties.** The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

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

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

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

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

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

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

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

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

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

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

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

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

**Amendments – Waiver.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

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

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

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

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

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

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

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

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

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

**Ohio Ethics and Elections Law.**

a. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

b. Political Contributions

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

**Equal Employment Opportunity.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>.

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

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

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

**ATTACHMENT FOUR  
CONTRACT**

THIS CONTRACT, which results from RFP No. CSP905208, entitled Official State Veterinarian(s) for Equine and Human Sample Collection for Drug Testing, is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio State Racing Commission (the "State") and

\_\_\_\_\_  
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's Proposal, and written, authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general Terms and Conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This contract has an effective date of the later of October 29, 2007, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

\_\_\_\_\_  
(Contractor)

Department of Administrative Services  
\_\_\_\_\_  
(State of Ohio Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Hugh Quill  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Director, Department of Administrative Services  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT FIVE  
OFFEROR PROFILE FORM**

This section must be completed to list the education and training of the proposed offerors/candidates. Make copies and submit one (1) for each proposed applicant listed in the proposal. This Form may be duplicated in order to fully provide the required information.

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:	No. of employees located in Ohio:
If the Offeror's home office is located in a state other than Ohio, please indicate the location.		
Additional Background Information:		

**Education and Training:**

<b>Name and Address</b>	<b>Months/Years</b>	<b>Degree/Major</b>
College		
Licenses		
Certifications		

**ATTACHMENT SIX  
OFFEROR REFERENCE FORM**

**Offeror's/Candidate's Name:** \_\_\_\_\_

Complete this form with reference(s) which demonstrated how the proposed Offeror/Candidate for the State Veterinarian has 13 years experience treating or is a previous service provider of veterinary services for the OSRC. This form may be duplicated in order to fully provide the required information.

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

**ATTACHMENT SEVEN  
OFFEROR 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), 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  
W-9 and VENDOR INFORMATION FORMS**

Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<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 obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



STATE OF OHIO – OFFICE OF BUDGET & MANAGEMENT

30 E. BROAD STREET, 34<sup>th</sup> FLOOR  
COLUMBUS, OHIO 43215 - 3457  
<http://www.obm.ohio.gov/>

**NEW VENDOR INFORMATION FORM**

(Replaces the old CAS VENE Form)

ALL parts of this form must be completed by the vendor and returned to the issuing state agency

**READ & COMPLETE CAREFULLY**

NEW     W-9 ATTACHED (REQUIRED)

<b>SECTION 1:</b> COMPLETE VENDOR LEGAL BUSINESS NAME (Should match W-9)						
Business Name, Trade Name, Doing Business As: (If different from above)						
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR (Please check one only) <input type="checkbox"/> NON PROFIT <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> OTHER (SPECIFY): _____						
<b>NOTE: IF SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME ABOVE</b>						
TAXPAYER ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN    #						
<b>SECTION 2:</b> VENDOR ADDRESS:                      STREET                      CITY                      COUNTY                      STATE                      ZIP CODE                      COUNTRY						
CONTACT INFORMATION: NAME (TYPE OR PRINT)						
VENDOR WEBSITE:						
VENDOR E-MAIL ADDRESS:						
BUSINESS PHONE & Ext #:						
FAX NUMBER & Ext #:						
IS YOUR BUSINESS CURRENTLY CERTIFIED AS <input type="checkbox"/> MBE (Minority Business Enterprise) <input type="checkbox"/> EDGE (Encouraging Diversity, Growth & Equity)						
PAYMENT TERMS: (Pick one only) <input type="checkbox"/> 2/10 Net 30 <input type="checkbox"/> Net 30						
<b>SECTION 3:</b> REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS						
<input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE <input type="checkbox"/> EFT (Electronic Funds Transfer)						
REMIT ADDRESS                                      STREET                                      CITY                                      STATE                                      ZIP CODE						
<b>NOTE: If EFT, must complete Form OBM-1234-(Rev.5/2007) Authorization for Direct Deposit of State Warrants</b>						

OBM-3456-(Rev.06/2007)

<b>SECTION 4:</b>		
FOR PURCHASE ORDER (PO) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW; 2) INPUT EMAIL ADDRESS OR FAX# (IF CHECKED)		
<input type="checkbox"/> EMAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL
NAME OF PERSON TO RECEIVE PO Distribution:	PHONE NUMBER:	E-MAIL ADDRESS:
TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM:	PHONE NUMBER:	

**ADD ADDITIONAL BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

**PLEASE SEND COMPLETED FORM & QUESTIONS ABOUT THE FORM TO THE ISSUING AGENCY (information listed below):**

ISSUING AGENCY INFORMATION
----------------------------

**ATTACHMENT NINE  
SHIPPING LABELS**

**ORIGINAL – Proposal (Technical and Cost)**

**CSP905208- Official State Veterinarian(s) for Equine and Human Sample  
Collection for Drug Testing  
Department of Administrative Services  
Office of Procurement Services - Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395**

**COPY – Proposal (Technical and Cost)**

**CSP905208– Official State Veterinarian(s) for Equine and Human Sample  
Collection for Drug Testing  
Department of Administrative Services  
Office of Procurement Services - Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395**

**ATTACHMENT TEN  
COST SUMMARY FORM**

Proposals must include the costs associated with test sample supplies and containers as well as the costs of shipment from the collection sites to the testing laboratory. Offerors shall not insert a unit cost more than two (2) digits after the decimal point. Digit(s) beyond two (2), after the decimal point, shall be dropped by the Office Procurement Services and not used in the evaluation and any subsequent award.

Offeror's must complete this form by inserting the proposed "Cost/Rate Per Day" in the applicable column(s) for the area(s) in which they propose to provide veterinary services.

<b>TRACK</b>	<b>ESTIMATED TOTAL DAYS RACING</b>	<b>COST/RATE PER DAY</b>
Beulah Park	120	\$
River Downs	105	\$
Thistledown	91	\$
Lebanon Raceway	65	\$
Northfield Park	207	\$
Raceway Park	84	\$
Scioto Downs	70	\$
<b>Totals</b>	<b>742</b>	

Cost must be reflected in U. S. Dollars.

NOTE: Maximum compensation paid to a veterinarian shall be \$280.00 per track/per day. The "Estimated Total Days Racing" are estimates provided for budgeting purposes.

SUPPLEMENT ONE  
2007 OSRC LIVE RACE DATES

## BEULAH PARK (Thoroughbred & Quarter Horse)

**2007 Live Racing Dates**

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1						□						•
2		•	•	•	•						•	
3		•	•	•							••	•
4				•								•
5		•	•		•					•		•
6	•	•	•							•	•	
7		•	•	•							•	•
8	•											•
9	•	•	•	••						•	•	
10	•	•	•							•	•	•
11				•								•
12	•	•	•							•		•
13	•	•	•							•	•	
14		•	•	•							•	•
15	•									•QH		•
16	•	•	•	•						•	•	
17	•	•	•							•	•	•
18				•								•
19	•	•	•							•		•
20	•	•	•							••	•	
21		•	•	•							•	•
22	•											•
23	•	•		•						•	•	
24	•	•	•							•	•	
25				•								
26	•	•	••							•	•	
27	•	•	•							•	•	
28		•	•	•							•	
29	•											
30	•			•						•	•	
31	•		•							•		

# LEBANON RACEWAY (Harness Racing)

## 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1			•								•	•
2			•								•	
3		•	•		•						•	
4					•					•		
5				•	•					•		
6				•						•		•
7				•								•
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11										•		
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20				•						•		•
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22		•	•									•
23		•	•								•	
24		•	•								•	
25										•		
26				•						•		
27				•						•		•
28				•					•			•
29			•						•		•	•
30			•								•	
31			•									

# NORTHFIELD PARK (Harness Racing)

## 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1	•					•		•	•	•		•
2	•	•	•	•		•	•			•	•	
3	•	•	•					•		•	•	•
4				•	•	•	•	•				•
5	•	•	•		•				•	•	•	•
6	•			•		•	•	•		•	•	•
7		•	•	•	•		•		•		•	•
8	•					•		•	•	•		•
9	•	•	•	•		•	•			•	•	
10	•	•	•					•	•	•	•	•
11				•	•	•	•	•				•
12	•	•	•		•				•	•	•	•
13	•			•		•	•	•		•	•	
14		•	•	•	•		•		•		•	•
15	•					•		•	•	•		•
16	•	•	•	•		•	•			•	•	
17	•	•	•					•	•	•	•	•
18					•	•	•	•				•
19	•	•	•		•				•	•	•	•
20	•			•		•	•	•		•	•	
21		•	•	•	•		•		•		•	•
22	•					•		•	•	•		•
23	•	•	•	•	•	•	•			•	•	
24	•	•	•					•	•	•	•	
25					•	•	•	•				
26	•	•	•		•				•	•	•	•
27	•			•		•	•	•		•	•	
28		•	•	•					•		•	•
29	•					•		•	•	•		•
30	•		•	•	•	•	•			•	•	
31	•		•					•		•		

## RACEWAY PARK (Harness Racing)

### 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1				•			•		•	•		
2				•		•	•		•			
3						•					•	
4						•		•			•	
5					•			•			•	
6					•			•		•		
7				•	•		•			•		
8				•			•		•	•		
9				•		•	•		•			
10						•			•		•	
11						•		•			•	
12					•			•				
13					•			•		•		
14				•	•		•			•		
15				•			•		•	•		
16				•		•	•		•			
17						•			•			
18						•		•				
19					•			•				
20					•			•		•		
21				•	•		•			•		
22				•			•		•	•		
23				•		•	•		•			
24			•			•			•			
25			•			•		•				
26			•		•			•				
27					•			•		•		
28				•			•			•		
29				•			•		•	•		
30				•		•	•		•			
31			•									

# RIVER DOWNS (Thoroughbred & Quarter Horse)

## 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1					•	•	•		•			
2						•			•			
3					•	•	•	•	•			
4					•		•	•				
5					•	•	•	•				
6				•	•		•					
7				•		•	•	•				
8					•	•	•					
9						•						
10				•	•	•	•	•				
11					•			•				
12				•	•	•	•	•				
13				•	•		•					
14				•		•	•	••				
15				•	•	•	•					
16						•						
17				•	•	•	•	•				
18					•			•				
19				•	•	•	•	•				
20				•	•		•					
21				•		•	•	•				
22				•	•	•	•					
23						•						
24				•	•	•	•	•				
25					•			•				
26				•	•	•	•	•				
27				•	•		•					
28				•	•	•	•	••				
29				•	•	•	•					
30					•	•						
31							••	•				

# SCIOTO DOWNS (Harness Racing)

## 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1						•		•	•			
2						•		•	M			
3							•	•				
4					•		M	•				
5					•	•	•					
6							•		•			
7						•	•	•	•			
8					•	•			•			
9						•		•				
10					•		•	•				
11					•			•	•			
12					•	•	•					
13							•		•			
14						•	•	•	•			
15					•	•			•			
16						•		•				
17					•		•	•				
18					•			•				
19					•	•	•					
20							•					
21						•	•	•				
22					•	•						
23						•		•				
24					•		•	•				
25					•			•				
26					•	•	•					
27							•					
28					M	•	•	•				
29						•						
30						•		•				
31					•		•	•				

# THISTLEDOWN (Thoroughbred Racing)

## 2007 Live Racing Dates

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1						•	•		•			
2						•			•		•	
3					•	•		•	•		•	
4					•	•	•	•			•	
5					•		•	•		•	•	
6					•		•	•		•		
7						•	•		•	•		
8						•	•		•	•		
9						•	•		•		•	
10					•	•		•	•		•	
11					•	•		•			•	
12				•	•		•	•		•	•	
13				•	•		•	•		•		
14				•		•	•		•	•		
15				•		•	•		•	•		
16						•	•		•		•	
17					•	•		•			•	
18					•	•		•			•	
19				•	•		•	•		•	•	
20				•	•		•	•		•		
21				•		•	•		•	•		
22				•		•	•		•	•		
23						•	•		•			
24					•	•		•				
25					•	•		•				
26				•	•		•	•		•		
27				•	•		•	•		•		
28				•	•	•	•		•	•		
29				•		•	•		•	•		
30					•	•	•		•			
31					•			•				

**SUPPLEMENT TWO**  
**2007 AND PROJECTED 2008 OSRC Statistics – LIVE RACE DATES**

**RACE DATE STATISTICS**

<b>Name of Track</b>	<b>2007 Race Allocation Days</b>	<b>2008 Projected Race Allocation Days</b>
Beulah Park	130	120
Lebanon Raceway	80	65
Northfield Park	217	207
Raceway Park	99	84
River Downs	109	105
Scioto Downs	80	70
Thistledown	136	91
<b>Totals</b>	<b>851</b>	<b>742</b>