

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1078
DATE ISSUED: NOVEMBER 29, 2010

The State of Ohio, through the Department of Administrative Services, General Services Division, Information Technology Procurement Services, on behalf of the Office of Information Technology, Enterprise Shared Services, is requesting proposals for:

Ohio Statewide Imagery Acquisition Project

INQUIRY PERIOD BEGINS: NOVEMBER 29, 2010
INQUIRY PERIOD ENDS: DECEMBER 20, 2010
OPENING DATE: DECEMBER 29, 2010
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE- PROPOSAL CONFERENCE DATE: DECEMBER 15, 2010, at 1:00 P.M.

This RFP consists of 5 Parts and 10 Attachments, totaling 92 consecutively numbered pages. Supplements may be attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

This Contract may be relied on by Ohio counties, townships, municipalities, and other governmental entities for acquisition of deliverable products through Ohio Revised Code Section 125.04 (Cooperative Purchasing).

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (RFP) under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code) the Ohio Department of Administrative Services Office of Information Technology, Enterprise Shared Services (OIT/ESS) Ohio Geographically Referenced Information Program Council has asked the Department of Administrative Services to solicit competitive sealed proposals to establish costs for the development of digital orthophotography products for the Ohio Statewide Imagery Program and this RFP is in response to that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the "State"), through the Department of Administrative Services, may enter into a contract (the "Contract") to have the selected offeror ("the Contractor") perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

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

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to two additional two-year biennium term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of OIT/ESS and the State. The maximum duration of this contract will be through June 30, 2015.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.

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

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

OGRIP is the authorized GIS coordinating body for the State. OGRIP promotes effective use and sharing of geographic data—data that includes a reference to place, such as street address, voting district, or coordinate position. Created in 1988 to provide a mechanism for communicating in and between State agencies and local government, OGRIP was officially established through an Executive Order by Governor Voinovich (93-010-V). This Executive Order was re-established by Governors Taft (99-10T and 2000-05T). In 2010 the Ohio Revised Code was amended to establish the OGRIP Council into its present configuration within the Department of Administrative Services to coordinate property owned by the State.

Consisting of a Council that directs its activities, and a Forum that provides opportunities for users and creators of spatial information to meet and exchange ideas, OGRIP reflects a truly multi-organizational approach. The Council's make-up and current representation are provided below:

OGRIP COUNCIL REPRESENTATION	
County Auditor's Association of Ohio	Office of Information Technology
County Commissioners Association of Ohio	OGRIP Forum Chair
County Engineers Association of Ohio	Ohio Association of Regional Councils
Department of Development	Ohio Environmental Protection Agency
Department of Natural Resources	Ohio Municipal League (Cities under 100,000)
Department of Transportation	Ohio Municipal League (Cities over 100,000)
Institutions of Higher Learning	Public Utilities Commission of Ohio
Ohio Treasurer of State	Ohio Attorney General

OGRIP's primary focus is to:

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

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

- Ohio Digital Orthophoto Program Study (ODOP) called for and defended the development of a comprehensive statewide program for imagery at local government resolutions in 1997. [completed]
- National Digital Orthophoto Program (NDOP) & DOQQ (Digital Ortho Quarter Quads) compression and enhancement [completed]
- Ohio County GIS Profiles provides a snapshot regarding spatial data assets in each county and their status. The purpose of the GIS Profiles is twofold – 1) to obtain an inventory of spatial assets and activities at the local level and 2) to create a mechanism for painless updates to this inventory as more counties and municipalities implement and manage GIS programs.
- Ohio Department of Commerce/Bureau of Underground Storage Tank Regulations working with the GIS Support Center (GISSC) is developing an application linking inventory, permitting and inspection data to site locations [on-going]
- The Location Based Response System (LBRS) is a program to develop highly accurate street centerlines with address ranges and field verified site address points through partnerships with local governments. Staff at the GISSC manage this program, coordinating negotiation of MOAs (memoranda of agreements), and publicizing the program to all counties. All funding is earmarked for county participation and supports cross-agency data sharing for, among other things, emergency management and economic development. [on-going]
- GIServOhio is a data and services portal to support the discovery, access, and delivery of raster and vector spatial data sets. There are nearly 5,000 data sets described and/or accessible through the GIServOhio portal today. They can be accessed at the following link; <http://metadataexplorer.gis.state.oh.us/metadataexplorer/explorer.jsp>. This implementation of server technology will provide a convenient means of “shopping” for the most current available data in Ohio. GIServOhio promotes data exchange using non-proprietary technologies.
- The 2006-08 Ohio Statewide Imagery Program (OSIP) was a partnership between State, Local, and Federal government agencies to develop high-resolution imagery and elevation data for

the State of Ohio to benefit Geographic Information System users at all levels of government, academia, and private industry. Standard OSIP products included 1-foot Color Orthophotography in GeoTIFF and MrSID format, 2.5-foot DEM in ArcInfo GRID and ASCII grid format, and 2m LiDAR postings in LAS format. Optional OSIP products available through a Cooperative Purchase Agreement with the State of Ohio included 6-in Color Orthophotography, 2-foot and 5-foot contours, and 1m Color Infrared photography.

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

Final delivery of all products and services described in this RFP will be scheduled for completion no later than June 30, 2015.

The State requires a single contract for the required data and services to be delivered along with costs for and the Required and Optional Project Product Deliverables. State agencies and local governments with valid Cooperative Purchase Agreements with the State of Ohio will be able to purchase from this Contract to enhance the required product Deliverables for the purpose of obtaining the optional products described in this RFP. The Contract will allow a State agency or a local government entity to leverage the imagery and LiDAR acquisition services necessary to deliver the required product Deliverables for the State. If a State agency or local government entity chooses to obtain an optional product enhancement, a copy of the enhanced product will be delivered to the State's in addition to the Required Project Deliverables. The State agency or local government entity obtaining the enhanced products will be responsible for the additional cost for the enhancement as identified in the offeror's Cost Proposal and will contract directly with the successful Contractor to obtain products and services negotiated through this Contract.

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

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

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

Pre-Proposal Conference:	December 15, 2010, at 1:00 p.m. State of Ohio, Rhodes Tower Lobby Hearing Room 30 E. Broad Street Columbus, Ohio 43215
RFP Issued:	November 29, 2010
Inquiry Period Begins:	November 29, 2010
Inquiry Period Ends:	December 20, 2010, at 8:00 a.m.
Proposal Due Date:	December 29, 2010, at 1:00 p.m.

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) parts and has ten (10) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below:

Parts:

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

Attachments:

Attachment 1	Evaluation Criteria
Attachment 2	Work Requirements and Special Provisions
Attachment 3	Requirements for Proposals
Attachment 4	General Terms and Conditions
Attachment 5	Sample Contract
Attachment 6	Offeror Profile Summary
Attachment 7	Subcontractor Profile Summary
Attachment 8	Offeror Certification Form
Attachment 9	Standard Affirmation and Disclosure Form, including Executive Order 2010-09S
Attachment 10	Cost Summary (Cost Proposal must be provided in a separate sealed envelope.)

Supplements:

PART THREE: GENERAL INSTRUCTIONS

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

Contacts. The following person will represent the State during the RFP process:

Bruce Reichenbach, Acquisition Analyst
Department of Administrative Services
I.T. Procurement Services
4200 Surface Road
Columbus, Ohio 43228

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

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

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

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference.

The State will hold a Pre-Proposal Conference on Wednesday, December 15, 2010, at 1:00 p.m., in the Lobby Hearing Room, of the Rhodes Tower, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors with Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and 11 additional copies of the technical section, and the package with the cost section also must be sealed and contain 4 complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either **"Ohio Statewide Imagery Acquisition Project RFP – Technical Proposal"** or **"Ohio Statewide Imagery Acquisition Project RFP – Cost Proposal,"** as appropriate.

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

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are **not** acceptable and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
State Purchasing
I.T. Procurement Services
Attn: Bid Desk
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

By submitting a Proposal, the offeror acknowledges 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 other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

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

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

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal that the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications 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 the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

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

Licensing of Data. The government is one of the primary sources of and repositories for freely available or nominal-cost geographic data. In order to insure fairness to the public and create an equality of opportunity to access geospatial data purchased by the government the State may reject any Proposal for which the offeror has made a licensing and/or proprietary claim be it to the geospatial data itself or software needed to access the data. It is the government's duty to serve the public and the restriction and free use of the geospatial data and could have unforeseen and potentially harmful consequences.

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. The State also will seek to keep the contents of all Proposals confidential until the Contract is awarded, but the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

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, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest 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 six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it 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 would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation. The State will evaluate each Proposal it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

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

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other

team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement 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 normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

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 its 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 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 may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, 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.

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

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

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

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Project. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing

any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. 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, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result 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 then may 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 simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

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

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

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

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not 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, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and 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, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

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 Work is in its best interest and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will 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 included 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 Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2010-09S incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. 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. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Scored Criteria TABLE 1. In the technical evaluation phase, the State must rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement.

Scored Criteria TABLE 1	Percentage
Technical Proposal Requirements (Table 2)	80%
Cost Proposal	20%

Table 2 lists the Technical Proposal Requirements that will be evaluated and scored. The items included in the table below will be used to determine the technical points and represents 80% of the total weighted score. The Offeror Profile, Project Methodology, Project Plan, Delivery Schedule & Project Staffing, and Functional Requirement sections are weighted 25%, 40% and 35% respectively for the non-cost criteria.

Technical Proposal Requirements TABLE 2 OFFEROR PROFILE	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
The offeror and/or subcontractor(s) must demonstrate that they have been in the photogrammetric industry as a prime contractor or subcontractor for the past sixty (60) months and demonstrates successful completion of three (3) imagery (e.g., orthoimagery, etc.) projects of similar scope and size in the past five (5) years.	20	0	5	7	9
Offeror must demonstrate knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, LiDAR, oblique imagery, feature extraction (i.e. impervious surfaces, woodland, landcover/landuse, buildings), surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). The offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience in at least three (3) projects in the past five (5) years of similar scope and size.	20	0	5	7	9
Offeror must document their experience including interaction with multiple levels of government and private sector in the completion of at least three (3) imagery projects (e.g., orthoimagery, etc) in the past five (5) years of similar scope and size.	10	0	5	7	9
PROJECT METHODOLOGY, PROJECT PLAN, DELIVERY SCHEDULE & PROJECT STAFFING	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Project Methodology	20	0	5	7	9
Project Plan	30	0	5	7	9
Delivery Schedule	10	0	5	7	9
Project Staffing	20	0	5	7	9
FUNCTIONAL REQUIREMENTS	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Functional Requirements	70	0	5	7	9

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

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

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

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

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

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

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

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

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

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

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: WORK REQUIREMENTS

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

Scope of Work. The primary objective of this Project is the delivery of four- band natural color and infrared (RGBN) digital orthophotography to the State and the establishment of costs for the procurement of services for enhanced high resolution digital orthophotography, LiDAR, photogrammetric feature extraction and oblique imagery available to State agencies and local governments with a current Cooperative Purchase Agreement (CPA) with the State as further described in this RFP. It is the State's objective to enter into a Contract with an offeror whose proposed team (including subcontractors) have the photogrammetric capabilities and qualifications to develop and deliver the products and services required to meet the State's objectives.

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

A Project Manager must be identified by the offeror with contact information provided that will allow the State to contact the Contractor's Project Manager who will be available Monday through Friday during the hours of 7:00 AM to 6:00 PM, Eastern Time, excluding State holidays. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the effort.

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

Mapping Requirements and Products

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

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

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

Standard imagery products will be captured and delivered in four (4) areas. The Northeastern portion of the State will be acquired in the spring of 2011; the Western portion of the State will be acquired in the spring of 2012, the Central portion of the State will be acquired in the spring of 2013, and the Southeastern portion of the State will be acquired in the spring of 2014. Statewide

imagery may not be captured in a single calendar year. Every effort should be made to capture imagery along the coast of Lake Erie within the shortest possible time frame.

Twenty-one (21) counties comprise the 2011 Northeastern Acquisition Area (~9,879.2 sq.mi.) include: ASHTABULA, COLUMBIANA, CUYAHOGA, ERIE, GEauga, HANCOCK, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, WAYNE, WOOD.

Twenty-four (24) counties comprise the 2012 Western Acquisition Area (~10,604.4 sq.mi.) include: ALLEN, AUGLAIZE, BROWN, BUTLER, CLARK, CLERMONT, CLINTON, DARKE, DEFIANCE, FULTON, GREENE, HAMILTON, HENRY, HIGHLAND, MERCER, MIAMI, MONTGOMERY, PAULDING, PREBLE, PUTNAM, SHELBY, VAN WERT, WARREN, WILLIAMS.

Twenty-two (22) counties comprise the 2013 Central Acquisition Area (~10,405.9 sq.mi.) include: ASHLAND, CHAMPAIGN, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN, HOCKING, KNOX, LICKING, LOGAN, MADISON, MARION, MORROW, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT.

Twenty-one (21) counties comprise the 2014 Southeastern Acquisition Area (~10,385.9 sq.mi.) include: ADAMS, ATHENS, BELMONT, CARROLL, COSHOCTON, GALLIA, GUERNSEY, HARRISON, HOLMES, JACKSON, JEFFERSON, LAWRENCE, MEIGS, MONROE, MORGAN, MUSKINGUM, NOBLE, PIKE, SCIOTO, TUSCARAWAS, WASHINGTON.

Note: The acquisition areas as outlined above are subject to change (the number of counties in an acquisition area may increase or decrease) based on the availability and identification of funds.

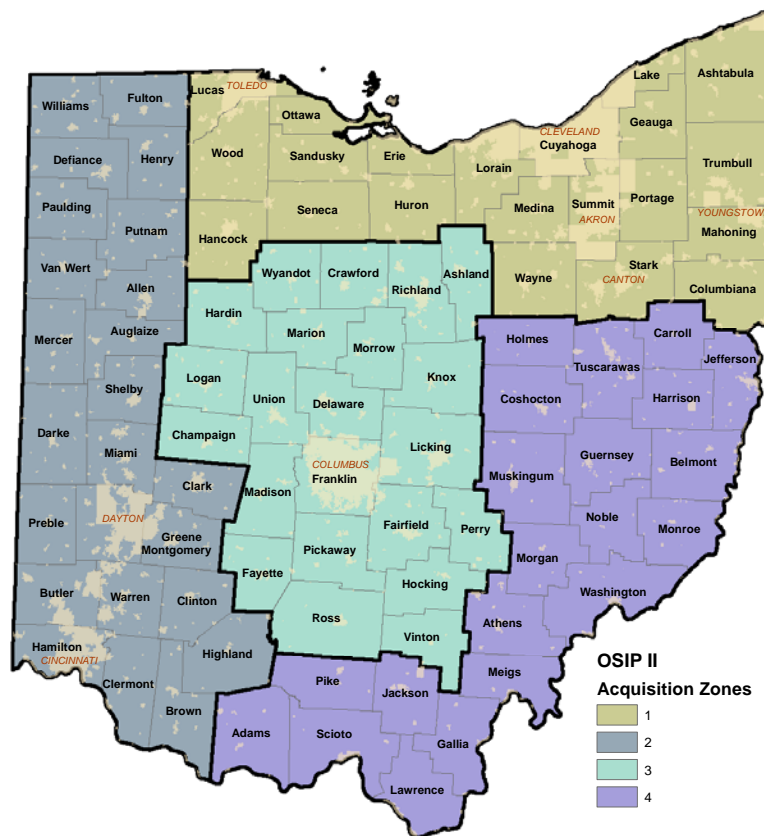


Figure 1-1 State Map Delineating Project Areas

Summary of Deliverables

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

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

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

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

The required orthophotography products to be produced through this Contract must include all 88 counties at 1-foot pixel resolution; with the potential buy-up of State or local government entities for optional deliverables of higher resolution orthophotography, LiDAR, feature extraction, or oblique imagery as identified in this RFP. The final extents and distribution of mapping resolution for this Project will reflect the needs and financial contributions of those entities which may obtain enhanced products.

In the event a State agency or county elects to obtain an optional orthophotography product enhancement, which results in the collection of higher resolution imagery in the same season as the required 1-foot product the State may authorize identified required products to be re-sampled from the higher resolution product. Potential cost savings associated with the resampling of data must be included in the cost breakdown (please refer to pages 89-92 of Attachment Ten – Cost Summary) to be made available to offset the total cost of the project.

Specifications for feature capture or resolution enhancement beyond the Required or Optional Product Deliverables defined below are outside the scope of this document.

Required Product Deliverables

- **PROJECT PRODUCT 1** – Supporting Administrative and Technical By-Products Contractor will provide a Project Plan, ground control, flight mission, scanning, analytical triangulation (AT), digital elevation model (DEM), orthoimagery processing, quality assurance, and Project management. Contractor must provide all final and intermediate survey and photogrammetric products. Electronic material must be delivered on DVD or portable hard drive.
- **PROJECT PRODUCT 2** – Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution, delivered in 5,000x5,000 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in uncompressed GeoTIFF file formats with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.
- **PROJECT PRODUCT 3** – Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution, delivered in 5,000x5,000 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in compressed GeoTIFF file format (using 90:1 jpeg 2000 compression) with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.

- **PROJECT PRODUCT 4 - Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution with no "No-Data" areas; delivered as complete county mosaic in ECW or MrSID format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties**

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

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

Optional Product Deliverables

- **OPTIONAL PROJECT PRODUCT A– Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 6-inch pixel resolution, delivered in 2,500x2,500 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in uncompressed GeoTIFF file format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.**
- **OPTIONAL PROJECT PRODUCT B– Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 6-inch pixel resolution with no "No-Data" areas; delivered as complete county mosaic in ECW or MrSID format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties**
- **OPTIONAL PROJECT PRODUCT C – LiDAR and DEM Update. 1-meter post spacing LiDAR acquisition including, at least first and last returns, intensity and classification (ground/non-ground) point cloud. LiDAR deliverables must be in LAS format in the grid tiles corresponding to the State's 6-inch 2,500x2,500 FT tiling scheme. In areas of new LiDAR collection the existing 2.5 FT DEM will be updated suitable for 2-foot contour generation. DEM updates must be provided in ArcInfo GRID and USGS DEM format in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system.**
- **OPTIONAL PROJECT PRODUCT D– Five (5)-foot Contours, including pricing for statewide 5-foot contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.**
- **OPTIONAL PROJECT PRODUCT E – Two (2)-foot Contours, including pricing for statewide 2-foot contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.**
- **OPTIONAL PROJECT PRODUCT F – Oblique Photography over selected urban areas at a resolution of 1-foot or higher. The oblique imagery must be delivered in TIFF or JPEG format with software capable of providing efficient display and manipulation of imagery as well as horizontal and vertical measurement tools.**
- **OPTIONAL SERVICE 1 (S1) – A product status review and acceptance application and an OGC Web Map Service (WMS) imagery service to allow Internet access to near lossless full-scale imagery viewing of the orthophoto images. The intent is to eliminate the need to ship vast amounts of data on portable media to the State and its consultants for the purpose of error identification and the verification of corrections. The associated application must provide the tools necessary to allow the State and its consultants to QC the photos, edge-matching, tile names, and geographic placement. The application must provide the ability to overlay State held vector data and provide timely access to data processed for this project. The service must be available**

during the term of the Contract. The offeror must provide a description of the software to be used for this service.

- **OPTIONAL PROJECT SERVICE 2 (S2) – Land Use/Land Cover Inventory** by methods appropriate to the scale, resolution, and accuracy of the photography and elevation data. Specific deliverable products and methodologies (with specifications and assumptions) must be provided.

Offerors may submit additional optional deliverables, such as 16-bit orthophotography, planimetric capture or feature extraction (e.g. impervious surfaces, woodland delineation, buildings, spot elevations, etc) by methods appropriate to the scale, resolution, and accuracy of the photography and elevation data. Specific deliverable products (with specifications and assumptions) must be provided for each additional product set.

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

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



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

Image Collection Requirements

Coordinate Systems and Units. Imagery for the Project must be referenced to the North American Datum of 1983 (NAD83) using either the 1986 adjustment, the 1995 HARN adjustment, or the anticipated 2005 adjustment and the North American Vertical Datum of 1988 (NAVD 88) vertical datum. The decision as to which horizontal adjustment to use will be made before the start date of the Project. The National Geodetic Survey (NGS) GEOID03 model must be used in the derivation of orthometric heights. Imagery must be oriented to the appropriate Ohio State Plane North and South Zones (defined by Ohio Code) using U.S. Survey Feet; and UTM Zones 16 and 17, using meters.

Horizontal Accuracy Requirements. The Contractor will be held strictly to specified horizontal accuracy for the nadir orthophotography and optional planimetric data. The aerial photography scales and related map scales are presented as a benchmark for quality. It is generally held that the following are standards for orthophotography generation: negative contact scale (NCS) of 1"=330' is adequate for mapping at 1"=50'; 1"=660' is adequate for mapping at 1"=100' and; 1"=1320' for mapping at 1"=200' to meet National Map Accuracy Standards (NMAS). The 3 products are:

- 1" = 200' map scale, 1' pixel (+/- 5' NMAS)
- 1" = 100' map scale, 6" pixel (=/- 2.5' NMAS)
- 1" = 50' map scale, 3" pixel (=/- 1.25' NMAS)

The photographic/map scales for this Project will be the same as shown above. But, an alternative scaling method can be proposed if new digital orthophotography techniques can lower the cost of the Project but produce the same resulting quality. Indicate any deviation from the 1"=330', 1"=660' and 1"=1320' scaling convention as alternatives. If the offeror proposes alternatives the offeror must explain the basis for the recommendation to vary from the 330/660/1320 scenario.

For optional project product F (Oblique products), the Contractor must provide a full description and state the accuracies that can be obtained along with any qualifiers or conditions.

Vertical Accuracy Requirements. The color photography must be acquired in a manner that there is capability to perform stereo extraction of breaklines and planimetric features from the imagery. In addition to the horizontal accuracy requirements, the Contractor will be held strictly to specified vertical accuracies. The aerial photography scales and related map scales are presented as a benchmark for quality. It is generally held that the following are the National Map Accuracy Standards (NMAS) for breakline/contour generation: negative contact scale (NCS) of 1"=330' is adequate for mapping supporting 1-foot contours; 1"=660' is adequate for mapping supporting 2-foot contours and; 1"=1320' for is adequate for mapping to support 5-foot contours. The 3 products are:

- 5-foot Contours (+/- 2.5' NMAS)
- 2-foot Contours (+/- 1' NMAS)
- 1-foot Contours (+/- 0.5' NMAS)

For optional project product F (Oblique products), the Contractor must provide a full description and state the accuracies that can be obtained along with any qualifiers or conditions.

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

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

Imagery Type. Deliverable of standard orthophotography must be at a minimum; color four-band (RGBN) 8-bit digital imagery; oblique imagery must be at minimum the equivalent of natural true color three-band (RGB) 8-bit digital imagery.

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

Obstructions. To the extent possible, no clouds, snow, fog, haze, smoke, or other ground obscuring conditions shall be present at the time of the flights. The Contractor is encouraged to offer alternative

solutions to counter the potential snow cover problem. Spectral reflectance from water must be minimized and should not obscure shoreline features. In no case will the maximum cloud cover exceed 5% per image.

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

Project Component Requirements

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

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

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

Any control established for use in the Project will be a Deliverable. Survey data must be delivered in shapefile or geodatabase format acceptable to the State, an FGDC compliant metadata file must accompany the survey data.

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

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

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

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

LiDAR deliverables must conform to the "FEMA Guidelines and Specifications for Flood Hazard Mapping Partners - LIDAR Specifications for Flood Hazard Mapping - APPENDIX 4B: AIRBORNE LIGHT DETECTION AND RANGING SYSTEMS" (http://www.fema.gov/plan/prevent/fhm/lidar_4b.shtm)

LiDAR Accuracy Requirements

Vertical accuracy of 95% @ 1.2FT (36cm) and 90% @ 1.0FT (30cm), horizontal accuracy of 1.5FT (46cm), 1 sigma. This meets or exceeds the Federal Emergency Management Agency's guidelines for 2FT contour interval mapping.

LiDAR Deliverable Format

1-meter post spacing, (at least first and last returns) and full classified (ground/non-ground) point cloud. LiDAR deliverables shall be in LAS format in 2,500x2,500 FT tiles.

The final deliverable will include a statement in the LiDAR system report that 95% of tested discreet points fall within the NSSDA standards.

All data and products associated with Contract deliverables must meet or exceed relevant NSSDA and fully comply with the FGDC metadata format standard with the provisions in the Contract. Following project completion, the Contractor must submit:

- A LiDAR system data report;
- A flight report;
- A ground control report;
- Data processing procedures for selection of postings, and all orthometric values of x, y, and z coordinates for LiDAR returns. Elevations shall be orthometric heights; and
- A system calibration report.

The LiDAR system data report must include discussions of: data processing methods used, including the treatment of artifacts; final LiDAR pulse and scan rates; scan angle; capability for multiple returns from single pulses; accuracy and precision of the LiDAR data acquired; accuracy of the topographic surface products; any other data deemed appropriate; and companion imagery, if any.

The flight report must document mission date, time, flight altitude, airspeed, and other information deemed pertinent. The report must include information about GPS-derived flight tracks, provide a detailed description of final flight line parameters and GPS controls (i.e., benchmarks), and include ground truth and complementary reference data.

The ground control report must include, at a minimum, all pertinent base station information and mission notes, including information on GPS station monument names and stability.

Digital Elevation Model Specifications. The State maintains a 2.5-foot DEM developed for the original OSIP program and intends to leverage that DEM for the rectification of the orthophotography products delivered through this project. The State requires that the horizontal and vertical accuracy specifications be met for data delivered in its respective scale, and therefore the DEM must meet both the vertical and the horizontal accuracy requirement for required and optional products at all scales. Offerors should not assume that a suitable digital elevation model exists for the counties who will receive 6-inch or 3-inch pixel resolution. While the Contractor may use existing State or county-provided DEMs if they choose, the Contractor is still responsible for meeting quality standards as defined in this RFP.

The Contractor must deliver a continuous DEM surface with no disjoints, overlap or underlap between models or tiles in areas of significant change or in areas where the existing DEM is not adequate to provide the level of horizontal or vertical accuracy required for the development of the optional products through this project. All new DEM surfaces must be delivered using the State's tiling structure and be blended with the existing DEM.

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

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

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

Offerors may submit additional optional deliverables, such as planimetric capture, feature extraction, spot elevations, true orthos, stereo photography, etc. Specific deliverable products (with specifications and assumptions) must be provided for each additional product set.

Oblique Imagery

All data and software developed for this project will be in the "Public Domain " The State shall have the right to use the deliverables within all desktop and web-based GIS services provided to its citizens. The State shall have the right to distribute deliverables to any local government or agency within the State of Ohio.

Oblique Imagery Viewing Software

Contractor must provide unlimited use access to a standalone oblique imagery viewing software. Oblique imagery viewing software must include the ability to catalog, organize, and retrieve oblique and orthogonal imagery easily and efficiently. The Contractor must provide unlimited use viewer software in the form of an ESRI ArcGIS extensions that allows users to quickly view both the ortho images and the oblique images, Users must be able to measure on screen the width, length, area, and height (oblique only) of any feature on the image. Contractor must provide, deliver and install all digital photography, software and provide appropriate train-the-trainer training and documentation to the State and/or county staff. Contractor must provide a digital information system capable of retrieving, displaying, and calculating required information relating to the photography and other data systems.

Media and File Format Requirements. Media for all final Deliverables to the State, State agencies and local governments must be made on portable hard disk. Additional delivery of statewide products to the State, and interim products, may be on portable hard disk. Alternate delivery options proposed must be described.

All reference to TIFF and MrSID Generation 3 files will include World files. Tile boundaries for each tile (as polygons) for each type of Deliverable must have attribute fields coded with the X-Y geo-referenced coordinates on the lower left corner of the tile, the filename, photo date(s), delivery status (flown, processed, rectified, Quality Assurance (QA) complete, delivered, accepted, etc.). Since TIFF World files must be delivered, the point of origin must be the center of the upper left pixel in each tile.

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

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

Permanent Storage

The Contractor will, at no expense to the State, store all raw source, intermediate and final digital files for a period no less than 5 years after delivery. After this time-period the Contractor may continue to store these data or provide it to the State as mutually agreed upon.

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

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

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

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

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

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

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

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

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

Status Meetings, Status Reports and Conference Calls. The Contractor must, at a minimum, participate in nine (9) additional meetings in Columbus, Ohio over the course of the project. Dates and times will be mutually agreed upon after the Contract has been awarded. Up to two (2) additional meetings may be scheduled as required upon mutual consent of the Contractor and the State no additional cost to the State.

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

In order to streamline logistics and expedite the review process the Contractor must develop a secure limited access Quality Control website to provide real-time access to processed imagery to support the State's QA/QC activities. Tools must be provided for the State to identify and report deficiencies to the Contractor for correction. Corrections will be posted to the website as a separate layer of imagery available for pre and post processing comparisons and verification. Imagery must be made available as a web service accessible to the State's third party QC vendor applications.

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

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

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

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

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

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

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

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

The Procedures Guide must be organized as follows:

- Flight Mission
- Ground Control
- Photogrammetric Processing
- DEM Creation

- Ortho Rectification, Mosaicking and Tiling

Work Hours and Conditions. The Contractor must be available to work with the State agency staff during normal State business hours. Normal State business hours are 8:00 a.m. to 5:00 p.m. (EST/EDT) with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State staff and perform the Work of this Project.

Incremental Deliveries and Sign-Off. All final products from successfully collected photography and LiDAR must be incrementally delivered according to the Contractor supplied Project Plan as approved by the State. The State must receive Deliverables on a county-by-county basis, and as soon as processing is completed.

Final delivery must be submitted to the State no later than December 31, 2011, for the Northeastern acquisition; December 31, 2012, for the Western acquisition, December 31, 2013, for the Central acquisition, and; December 31, 2014 for the Southeastern acquisition, unless an alternative schedule is adopted by mutual written consent of the Contractor and the State. The State will review and accept/reject each delivery within forty-five (45) State business days.

Based on the availability of funds, the State reserves the right to alter the acquisition schedule and/or collection area in any given year. Modifications to the schedule and/or collection area will be conveyed to the Contractor prior to January 1st of a collection year.

PART TWO: SPECIAL PROVISIONS

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

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

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

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

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

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

Reimbursable Expenses. None.

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

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

Ohio Office of Information Technology, Service Delivery Division
Attn: Accounts Payable
30 E. Broad Street, 39th Floor
Columbus, OH 43215

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

Permits the State Will Obtain. None.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

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

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

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

Technical Proposal

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Profile
- Offeror Requirements & References
- Assumptions
- Project Methodology
 - Performance Criteria / Project Specifications
 - Project Prioritization
 - Flight Mission
- Work Plan
- Delivery Schedule
- Project Staffing
- Functional Requirements
 - Product Deliverables
 - Sample Imagery
 - Sample Elevation Data
 - Image Collection Requirements
 - Project Component Requirements
 - Imagery Approach & Capture
- Conflict of Interest
- Payment Address
- Proof of Insurance
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Standard Affirmation and Disclosure Form (EO 2010-09s)

Cost Proposal (separate sealed package)

- Cost Summary

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

Subcontractor Letters. 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, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email 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; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

If the subcontractor is an Ohio certified Minority Business Enterprise (MBE) or Encouraging Diversity, Growth and Equity (EDGE) vendor the offeror must provide a copy of the subcontractor's MBE certification or EDGE certification with the subcontractor letter.

Offeror Certification Form. The offeror must complete Attachment Eight, Offeror Certification Form.

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

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

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

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

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

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

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.

- **Project Name.** The name of the Project where the experience was obtained and/or service was provided.
- **Dates of Experience.** Must be completed to show the length of time the offeror performed the experience being described, not the length of time the offeror was engaged by the reference. The offeror must complete these dates with a beginning month and year and an ending month and year.
- **Description of the Related Service Provided.** The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offerors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Flight Mission. Offerors must describe in their Proposal how the imagery will be captured including a Work schedule and resources for completing the flight mission in the four anticipated flying seasons for the Northeastern, Western, Central and Southeastern zones.

The flight mission plan must detail the offeror's plans to fly the Northeastern portion of the State in the Spring of 2011; the Western portion of the State in the Spring of 2012; the Central portion of the State in the Spring of 2013; and the Southeastern portion of the State in the Spring of 2014. In addition, the offeror must present a plan for re-visitation of areas (re-flight) in the event of image rejection during the Quality Control (QC) process, or where original imagery could not be collected because of weather or ground cover conditions, or other factors outside the control of the offeror, which precluded the collection of imagery at the scheduled time of the flyover. Mechanical or technical problems will not be considered a legitimate reason for non-collection of imagery.

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

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

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

- Project Initiation Meeting,
- Status Meetings, Status Reports and Conference Calls,
- Post-Flight Evaluation Meetings,
- Flight Missions,

- Ground Control,
- Photogrammetric Processing,
- DEM Creation,
- Ortho Rectification, Mosaicking and Tiling,
- Additional Reporting Requirements,
- Project Milestones and Deliverables (include time for the State to review, comment on and accept/signoff of deliverables, including quality assurance activities), and
- Final Delivery of Products by acquisition area is as follows:
 - Northeastern area by December 31, 2011,
 - Western area by December 31, 2012,
 - Central area by December 31, 2013, and
 - Southeastern area by December 31, 2014.

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

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

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

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

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

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

Experience levels must be described using the following classifications:

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

Personnel Summary Matrix

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

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

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

- a. Candidate Name.
- b. Candidate References. The offeror may duplicate the candidate reference portion of the form to document more than three (3) candidate references and work experience as appropriate. A minimum of three (3) candidate references must be provided for each candidate proposed. For each reference, the offeror must provide the following information:
 - Contact Information. The offeror must completely fill out the client contact name, title, phone number, email address, company name, and mailing address. The offeror must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference experience in the evaluation process. It also may be a basis for rejecting the Proposal as non-responsive. The offeror must give contact information for a person in the client's organization and not a co-worker or a contact in the offeror's organization, subsidiaries, partnerships, etc.
 - Project Name.
 - Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time a candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
 - Description of the Related Service Provided. The State will not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the technical experience being described, including the capacity in which the candidate gained the experience and the role of the candidate in the Project as it relates to this Project. It is the Contractor's responsibility to customize the description to clearly substantiate the candidate's qualification.
 - The candidate's Project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.
- c. Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP. The offeror must use this form to document applicable professional licensure and certifications that the candidate may have obtained.

Staff Resume

Candidate Name:		Project Position/Role:	
Company:			
Company Address			
Contact Name:			
Contact Title:			
Contact Address:			
Contact Phone:			
Project Name:			
Experience Beginning:		Month/Year	
Experience Ending:		Month/Year	
List Related Work Services Provided:			
Describe how the Related Services or Work shows the candidate's experience, capability and capacity to meet the Requirements of the Services and Work proposed by the State.			

Note: Offerors may add additional space as necessary, but do not change the format of the form.

EDUCATION AND TRAINING

COLLEGE OR TECHNICAL SCHOOL	MONTHS/YEARS	DEGREE/MAJOR YEAR EARNED

Other Training, Professional Licensure & Certifications.	MONTHS/YEARS	WHERE OBTAINED	YEAR EARNED

Note: Offerors may add additional rows as necessary.

Offeror may copy this form for more than three candidate references or education/training levels attained.

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

Product Deliverables

Required Product Deliverables

- PROJECT PRODUCT 1 – Supporting Administrative and Technical By-Products Contractor will provide a Project Plan, ground control, flight mission, scanning, analytical triangulation (AT), digital elevation model (DEM), orthoimagery processing, quality assurance, and Project management. Contractor must provide all final and intermediate survey and photogrammetric products. Electronic material must be delivered on DVD or portable hard drive.
- PROJECT PRODUCT 2 – Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution, delivered in 5,000x5,000 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in uncompressed GeoTIFF file formats with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.
- PROJECT PRODUCT 3 – Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution, delivered in 5,000x5,000 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in compressed GeoTIFF file format (using 90:1 jpeg 2000 compression) with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.
- PROJECT PRODUCT 4 - Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 12-inch pixel resolution with no "No-Data" areas; delivered as complete county mosaic in ECW or MrSID format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties

Optional Product Deliverables

- OPTIONAL PROJECT PRODUCT A– Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 6-inch pixel resolution, delivered in 2,500x2,500 foot grid tiles, with no "No-Data" areas; delivered as complete county coverages with a minimum of one full tile overlap with surrounding counties; in uncompressed GeoTIFF file format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties.
- OPTIONAL PROJECT PRODUCT B– Stacked four-band (RGBN), 8-bit digital orthophotography coverage at 6-inch pixel resolution with no "No-Data" areas; delivered as complete county mosaic in ECW or MrSID format with world files; in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system for each of the State's 88 counties
- OPTIONAL PROJECT PRODUCT C – LiDAR and DEM Update. 1-meter post spacing LiDAR acquisition including, at least first and last returns, intensity and classification (ground/non-ground) point cloud. LiDAR deliverables must be in LAS format in the grid tiles corresponding to the State's 6-inch 2,500x2,500FT tiling scheme. In areas of new LiDAR collection the existing 2.5-foot DEM will be updated suitable for 2-foot contour generation. DEM updates must be provided in ArcInfo GRID and USGS DEM format in the appropriate Ohio State Plane North or South NAD83/HARN, US Survey Feet (ESPG Codes 3401 or 3402) coordinate system.

- **OPTIONAL PROJECT PRODUCT D**– Five (5)-foot Contours, including pricing for statewide 5-foot contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.
- **OPTIONAL PROJECT PRODUCT E** – Two (2)-foot Contours, including pricing for statewide 2-foot contours, processing DEM to bare-earth digital terrain model (DTM), adding breaklines and the calculation of contours.
- **OPTIONAL PROJECT PRODUCT F** – Oblique Photography over selected urban areas at a resolution of 1 foot or higher. The oblique imagery must be delivered in TIFF or JPEG format with oblique viewing software capable of providing efficient display and manipulation of imagery as well as horizontal and vertical measurement tools.
- **OPTIONAL SERVICE 1 (S1)** – A product status review and acceptance application and an OGC Web Map Service (WMS) imagery service to allow Internet access to near lossless full-scale imagery viewing of the orthophoto images. The intent is to eliminate the need to ship vast amounts of data on portable media to the State and its consultants for the purpose of error identification and the verification of corrections. The associated application must provide the tools necessary to allow the State and its consultants to QC the photos, edge-matching, tile names, and geographic placement. The application must provide the ability to overlay State held vector data and provide timely access to data processed for this project. The service must be available during the term of the Contract. The offeror should provide a description of the software to be used for this service.
- **OPTIONAL PROJECT SERVICE 2 (S2)** – Land Use/Land Cover Inventory by methods appropriate to the scale, resolution, and accuracy of the photography and elevation data. Specific deliverable products and methodologies (with specifications and assumptions) must be provided.

Alternate Data Deliverables. Offerors may describe additional deliverables, such as planimetric capture, feature extraction, spot elevations, true orthos, stereo photography, etc. Specific deliverable products (with specifications and assumptions) must be provided for each additional product set.

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

Sample Elevation Data. The offeror's Proposal must be accompanied by sample elevation data consisting of, at a minimum, an area in an urban area. Sample data must be provided relevant to both the required product and optional product Deliverables identified in the RFP.

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

- **Coordinate Systems and Units.** The offeror may discuss recommendations for the delivery of imagery in other optional projection/coordinate systems.
- **Horizontal Accuracy Requirements.** The State is interested in obtaining the quality of nadir digital orthophotography that can be generated in the 330/660/1320 scenario, but would entertain alternatives that maintain quality. Alternatives should be described by the offeror. For the other optional deliverables, the offeror must state intended accuracy to be achieved.
- **Pixel Clarity.**
- **Edge Effects.**
- **Imagery Type.** The offeror must include but not limited to a description of the color resolving power of the selected film and/or camera technology.
- **Temporal Requirements.**
- **Obstructions.**

- **Flight Line Plan.** The offeror must include at a minimum a description of the optimal estimated distribution and geographic extents for 1-foot pixel orthophotography.

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

- **Ground Control.** The State will provide existing ground Control developed for the OSIP project in 2006-2008. The offeror's proposal must describe its approach for controlling the orthophotography including how, if applicable, existing control used by local governments will be included.

An interactive map identifying ground control points can be found through National Geodetic Survey (NGS), <http://www.ngs.noaa.gov/PROJECTS/FBN/> (see Figure 3-1 below).

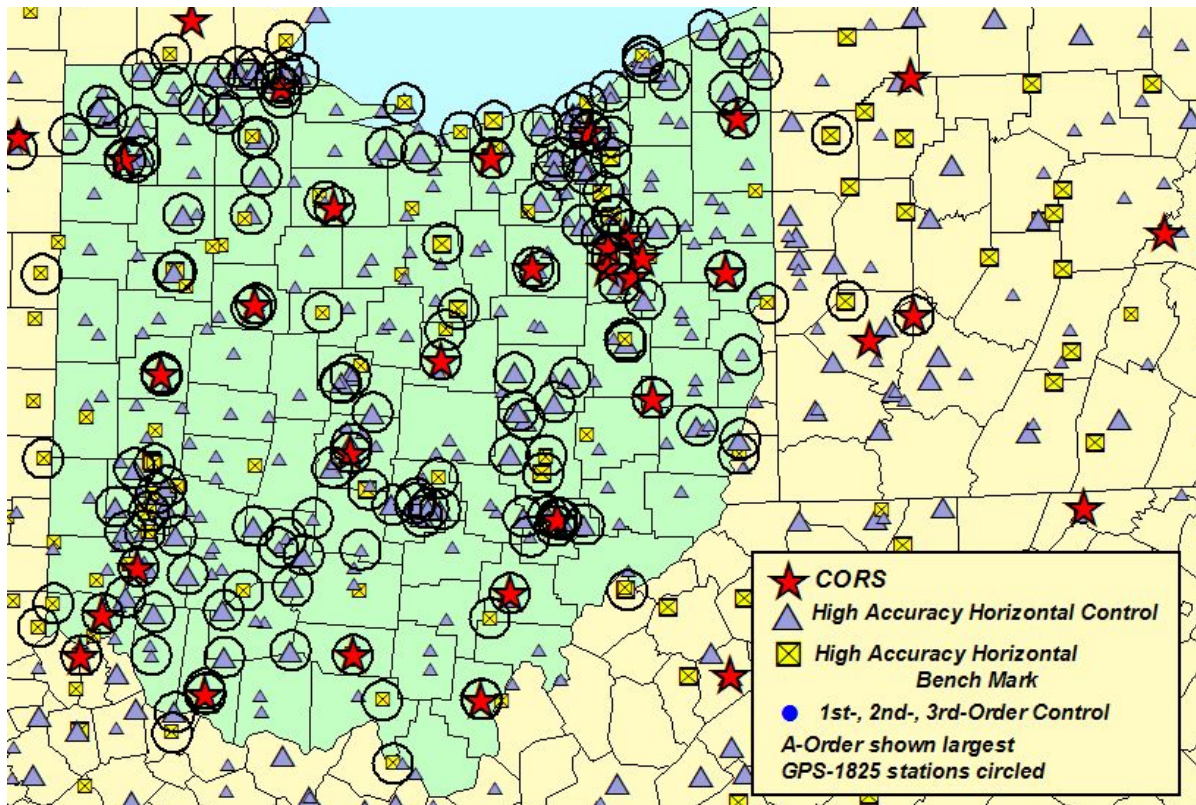
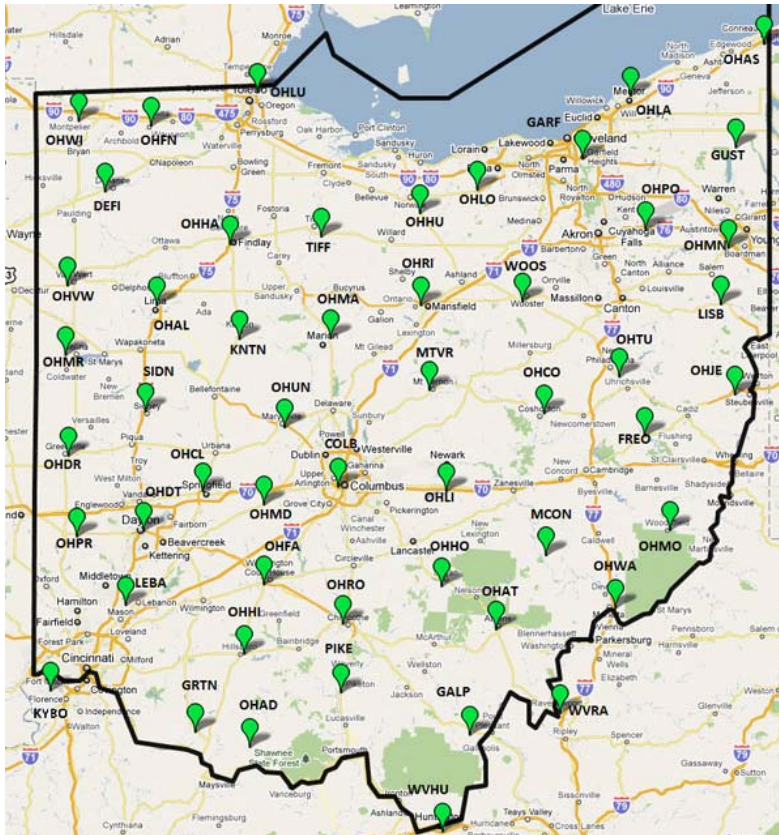


Figure 3-1 National Geodetic Survey (NGS)

ODOT maintains Virtual Reference Stations (VRS) technology that will be available to provide control for this imagery Project. <http://www.dot.state.oh.us/divisions/prodmgt/aerial/pages/cors.aspx>



VRS may be used to position an aerial camera or LIDAR sensor and has the potential to drastically reduce the need for ground control. The successful Contractor will be responsible for coordinating acquisition with ODOT to confirm system availability and limit conflicts with scheduled station maintenance. Additional information about the availability of ODOT VRS will be available upon the award of a Contract for the Work identified in this RFP.

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

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

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

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

Proposed Techniques to Overcome Inherent Photogrammetric Issues

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

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

Scanning Techniques and Issues

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

Flight Mission Information

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

Camera/Film/Sensor Details

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

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

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

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

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form. The Bidder must submit at least one originally signed W-9. A current W-9 form is available at www.irs.gov.

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

Standard Affirmation and Disclosure Form (EO 2010-09s). The Bidder must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Bid.

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

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

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

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

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

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

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

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

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part Two of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents 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 reasonable 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 business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price, unless the RFP expressly provides otherwise.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents 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 Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. 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 must send all invoices under this Contract to the "bill to" address in the RFP Documents 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"). 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 then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. 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. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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 must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive 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.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

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

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies.

All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

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 entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

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

PART TWO: WORK & CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel,

meetings, and correspondence as the IV&V contractor may request. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

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

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

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

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

Use of MBE and EDGE Vendors. The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

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

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

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

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

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

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

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must 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 must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must 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 must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

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

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

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, 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 must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

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

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, 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 any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort 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 may 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 Documents, the State may terminate this Contract for its 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 that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may

interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

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

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

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

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 must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

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

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination

based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work 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 State will calculate the amount of compensation due to the Contractor for work performed before the suspension 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, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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 Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, 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 must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must 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 Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the

Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Work Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

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

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

If any part of the Work 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 must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Work. 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 Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing 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. Then within five business days after receiving the Change Order, the Contractor must 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 Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to

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

The Contractor is 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 any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

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 must notify the other promptly of any material delay in performance and must 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 also must 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 the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity. The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

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 interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must 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 excluded by Ohio law from public records disclosure requirements.

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

The Contractor will not 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 must cause all of its Personnel 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) except as provided in the next paragraph, 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 must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, 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 must 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 into 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, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may 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 into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom 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 the Contractor or a third party has developed at private expense, is 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 Documents or as an attachment referenced in the RFP Documents, 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 the State's Confidential Information. 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 (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

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

- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

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; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

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) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

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

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

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

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

General Exclusion of Warranties. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, 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. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Acceptance. There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work 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 Work as a whole does not meet the requirements of this Contract. If the Work 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 Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work 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 Work Representative will issue the acceptance letter within 15 calendar days.

If the Work 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 Work.

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

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its 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, and 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 may not be used to interpret any section.

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

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

Cooperative Purchasing Member. This Contract may be relied on by Cooperative Purchasing Members. Whenever a Cooperative Purchasing Member relies on this Contract to issue a purchase order for optional product Deliverables, the Cooperative Purchasing Member will step into the shoes of the State under this Contract. Any order placed by a Cooperative Purchasing Member under this Contract for such Deliverables will be between the Contractor and the Cooperative Purchasing Member, and the Contractor will look solely to the Cooperative Purchasing Member for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. But the State will have the

right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Cooperative Purchasing Member.

PART SEVEN: LAW & COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, 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. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But 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 Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts 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 the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and
(2) Contractor has either pre-certified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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

Equal Employment Opportunity. Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

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 Department web site: <http://www.das.ohio.gov/Eod/AEEEO.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.

Banning the Expenditure of Public Funds on Offshore Services (EO 2010-09S).

I. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

II. TERMINATION, SANCTIONS, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 15% of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the

cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE
THE OFFICE OF INFORMATION TECHNOLOGY, ENTERPRISE SHARED SERVICES
AND

(CONTRACTOR)**

THIS CONTRACT, which results from RFP 0A1078, entitled **Ohio Statewide Imagery Acquisition Project**, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Office of Information Technology, Enterprise Shared Services, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order, EO 2010-09S incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

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

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

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT

By: _____

By: Hugh Quill

Title: _____

Title: Director

Date: _____

Date: _____

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS**

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

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS - continued**

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:	Contact Phone Number:		Contact Email Address:
Work Name:	Beginning Date of Experience:	Ending Date of Experience:	
	Month/Year	Month/Year	
List Related Work Services Provided: Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:			

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:	Contact Phone Number:		Contact Email Address:
Work Name:	Beginning Date of Experience:	Ending Date of Experience:	
	Month/Year	Month/Year	
List Related Work Services Provided: Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:			

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS - continued**

Requirement: Offeror must demonstrate knowledge and experience with aerial photography, photogrammetry, digital orthoimagery, aerial triangulation, LiDAR, oblique imagery, feature extraction (i.e. impervious surfaces, woodland, landcover/landuse, buildings), surveying, Ohio's public land surveys, Global Positioning Systems (GPS) and related applications such as Continuously Operating Referencing Stations (CORS), Virtual References Stations (VRS) and Geographic Information Systems (GIS). The offeror must demonstrate knowledge and understanding of Ohio's surveying requirements. Offeror must document their experience in at least three (3) projects in the past five (5) years of similar scope and size.

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS - continued**

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS - continued**

Requirement: Offeror must document their experience including interaction with multiple levels of government and private sector in the completion of at least three (3) imagery projects (e.g., orthoimagery, etc) in the past five (5) years of similar scope and size.

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SIX
OFFEROR PROFILE SUMMARY
OFFEROR REQUIREMENTS - continued**

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

Offeror's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SEVEN
SUBCONTRACTOR PROFILE SUMMARY
SUBCONTRACTOR REQUIREMENTS**

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

Subcontractor's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:		Contact Phone Number:	
		Contact Email Address:	
Work Name:		Beginning Date of Experience:	Ending Date of Experience:
		Month/Year	Month/Year
List Related Work Services Provided:			
<p>Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:</p>			

**ATTACHMENT SEVEN
SUBCONTRACTOR PROFILE SUMMARY
SUBCONTRACTOR REQUIREMENTS - continued**

Subcontractor's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:	Contact Phone Number:		Contact Email Address:
Work Name:	Beginning Date of Experience:	Ending Date of Experience:	
	Month/Year	Month/Year	
List Related Work Services Provided: Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:			

Subcontractor's Name:			
Company Name:	Contact Name: (Indicate Primary or Alternate)	Contact Title:	
Company Address:	Contact Phone Number:		Contact Email Address:
Work Name:	Beginning Date of Experience:	Ending Date of Experience:	
	Month/Year	Month/Year	
List Related Work Services Provided: Describe how the related service or Work shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work proposed by the State:			

ATTACHMENT EIGHT OFFEROR CERTIFICATION 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

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror's answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	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 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 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 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 under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Project will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that it's regular, fulltime employees will perform at least 30% of the work on the Project.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The offeror certifies it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use on the project.

8. Provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

Signature

Name

Title

Company Name

Company D-U-N-S Number

**ATTACHMENT NINE
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S**

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid. This information must be submitted as part of the response.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Offeror:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Offeror:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Offeror:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Offeror:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

OFFEROR

Offeror Name

By: _____
Offeror Representative authorized to sign

Date: _____



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
 - ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland
Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

ATTACHMENT TEN COST SUMMARY

2011 – Required Product Deliverable Costs

Northeastern Zone	
2011 Required Product Deliverables	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ -
Project Product 2 – 1-foot color 5000 x 5000 full-res tiles	\$ -
Project Product 3 – 1-foot color 5000 x 5000 compressed tiles	\$ -
Project Product 4 – 1-foot color Countywide mosaics	\$ -
2011 Required Product Deliverables – Total	\$ -

Note: The deliverable cost for Project Products 1, 2, 3, & 4 are the subtotals of the 2011 - Required Product Deliverable Costs by County cost summary sheets.

2012 – Required Product Deliverable Costs

Western Zone	
2012 Required Product Deliverables	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ -
Project Product 2 – 1-foot color 5000 x 5000 full-res tiles	\$ -
Project Product 3 – 1-foot color 5000 x 5000 compressed tiles	\$ -
Project Product 4 – 1-foot color Countywide mosaics	\$ -
2012 Required Product Deliverables – Total	\$ -

Note: The deliverable cost for Project Products 1, 2, 3, & 4 are the subtotals of the 2012 - Required Product Deliverable Costs by County cost summary sheets.

2013 – Required Product Deliverable Costs

Central Zone	
2013 Required Product Deliverables	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ -
Project Product 2 – 1-foot color 5000 x 5000 full-res tiles	\$ -
Project Product 3 – 1-foot color 5000 x 5000 compressed tiles	\$ -
Project Product 4 – 1-foot color Countywide mosaics	\$ -
2013 Required Product Deliverables – Total	\$ -

Note: The deliverable cost for Project Products 1, 2, 3, & 4 are the subtotals of the 2013 - Required Product Deliverable Costs by County cost summary sheets.

**ATTACHMENT TEN
COST SUMMARY – continued**

2014 – Required Product Deliverable Costs

Southeastern Zone	
2014 Required Product Deliverables	Deliverable Cost
Project Product 1 – Admin and Tech by-Products	\$ -
Project Product 2 – 1-foot color 5000 x 5000 full-res tiles	\$ -
Project Product 3 – 1-foot color 5000 x 5000 compressed tiles	\$ -
Project Product 4 – 1-foot color Countywide mosaics	\$ -
2014 Required Product Deliverables – Total	\$ -

Note: The deliverable cost for Project Products 1, 2, 3, & 4 are the subtotals of the 2014 - Required Product Deliverable Costs by County cost summary sheets.

Total for all Four Zones	
Total Not-to-Exceed-Fixed-Price (Total of 2011, 2012, 2013 and 2014)	\$ -

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – continued**

2011 – Required Product Deliverable Costs by County

Northeastern Zone	Deliverable	1 Admin & Tech	2 1' Pixel Tiled	3 1' Pixel Tiled	4 1' County Mosaic
County	Area (sq. mi.)	By Products	Full-res	Compressed	
ASHTABULA	710.8				
COLUMBIANA	535.1				
CUYAHOGA	459.6				
ERIE	259.2				
GEAUGA	408.9				
HANCOCK	534.0				
HURON	496.4				
LAKE	231.8				
LORAIN	494.5				
LUCAS	347.1				
MAHONING	425.3				
MEDINA	423.1				
OTTAWA	265.8				
PORTAGE	504.5				
SANDUSKY	413.6				
SENECA	553.3				
STARK	580.6				
SUMMIT	420.4				
TRUMBULL	636.5				
WAYNE	557.3				
WOOD	621.4				
Totals	9879.2	\$0.00	\$0.00	\$0.00	\$0.00

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – continued**

2012 – Required Product Deliverable Costs by County

Western Zone	Deliverable	1	2	3	4
County	Area (sq. mi.)	Admin & Tech By Products	1' Pixel Tiled Full-res	1' Pixel Tiled Compressed	1' County Mosaic
ALLEN	406.9				
AUGLAIZE	402.1				
BROWN	493.5				
BUTLER	469.9				
CLARK	401.4				
CLERMONT	459.7				
CLINTON	412.4				
DARKE	599.6				
DEFIANCE	414.6				
FULTON	407.8				
GREENE	416.0				
HAMILTON	412.5				
HENRY	420.0				
HIGHLAND	557.7				
MERCER	473.4				
MIAMI	409.8				
MONTGOMERY	464.4				
PAULDING	419.2				
PREBLE	426.5				
PUTNAM	484.7				
SHELBY	410.8				
VAN WERT	410.7				
WARREN	407.2				
WILLIAMS	423.6				
Totals	10604.4	\$0.00	\$0.00	\$0.00	\$0.00

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – continued**

2013 – Required Product Deliverable Costs by County

Central Zone	Deliverable	1	2	3	4
County	Area (sq. mi.)	Admin & Tech By Products	1' Pixel Tiled Full-res	1' Pixel Tiled Compressed	1' County Mosaic
ASHLAND	426.9				
CHAMPAIGN	430.2				
CRAWFORD	402.8				
DELAWARE	457.4				
FAIRFIELD	508.5				
FAYETTE	407.1				
FRANKLIN	544.0				
HARDIN	471.0				
HOCKING	423.5				
KNOX	529.6				
LICKING	687.4				
LOGAN	466.7				
MADISON	467.4				
MARION	404.2				
MORROW	407.3				
PERRY	412.5				
PICKAWAY	506.4				
RICHLAND	500.5				
ROSS	692.8				
UNION	437.0				
VINTON	414.9				
WYANDOT	407.8				
Totals	10405.9	\$0.00	\$0.00	\$0.00	\$0.00

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – continued**

2014 – Required Product Deliverable Costs by County

Southeastern Zone	Deliverable	1 Admin & Tech	2 1' Pixel Tiled	3 1' Pixel Tiled	4 1' County Mosaic
County	Area (sq. mi.)	By Products	Full-res	Compressed	
ADAMS	586.3				
ATHENS	508.4				
BELMONT	541.7				
CARROLL	399.1				
COSHOCTON	567.4				
GALLIA	471.4				
GUERNSEY	528.4				
HARRISON	410.6				
HOLMES	424.1				
JACKSON	421.5				
JEFFERSON	410.0				
LAWRENCE	457.0				
MEIGS	432.4				
MONROE	457.2				
MORGAN	421.6				
MUSKINGUM	672.6				
NOBLE	404.7				
PIKE	444.0				
SCIOTO	616.1				
TUSCARAWAS	571.5				
WASHINGTON	639.9				
Totals	10385.9	\$0.00	\$0.00	\$0.00	\$0.00

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – Continued**

Optional Product Deliverables (as Enhancements)

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

Optional Product Deliverables		A	B	C	D	E	F	S1	S2
County	Area (sq. mi.)	6" Pixel Tiled Full-res	6" Pixel Tiled Compressed	LiDAR/DEM	5' Contours	2' Contours	Oblique Imagery	Status QC Viewer	Land Use Land Cover
ADAMS	586.3								
ALLEN	406.9								
ASHLAND	426.9								
ASHTABULA	710.8								
ATHENS	508.4								
AUGLAIZE	402.1								
BELMONT	541.7								
BROWN	493.5								
BUTLER	469.9								
CARROLL	399.1								
CHAMPAIGN	430.2								
CLARK	401.4								
CLERMONT	459.7								
CLINTON	412.4								
COLUMBIANA	535.1								
COSHOCTON	567.4								
CRAWFORD	402.8								
CUYAHOGA	459.6								
DARKE	599.6								
DEFIANCE	414.6								
DELAWARE	457.4								
ERIE	259.2								
FAIRFIELD	508.5								
FAYETTE	407.1								
FRANKLIN	544.0								
FULTON	407.8								
GALLIA	471.4								
GEAUGA	408.9								
GREENE	416.0								
GUERNSEY	528.4								

**ATTACHMENT TEN
COST SUMMARY – Continued**

Optional Product Deliverables (as Enhancements) - continued

Optional Product Deliverables		A	B	C	D	E	F	S1	S2
County	Area (sq. mi.)	6" Pixel Tiled Full-res	6" Pixel Tiled Compressed	LiDAR/DEM	5' Contours	2' Contours	Oblique Imagery	Status QC Viewer	Land Use Land Cover
HAMILTON	412.5								
HANCOCK	534.0								
HARDIN	471.0								
HARRISON	410.6								
HENRY	420.0								
HIGHLAND	557.7								
HOCKING	423.5								
HOLMES	424.1								
HURON	496.4								
JACKSON	421.5								
JEFFERSON	410.0								
KNOX	529.6								
LAKE	231.8								
LAWRENCE	457.0								
LICKING	687.4								
LOGAN	466.7								
LORAIN	494.5								
LUCAS	347.1								
MADISON	467.4								
MAHONING	425.3								
MARION	404.2								
MEDINA	423.1								
MEIGS	432.4								
MERCER	473.4								
MIAMI	409.8								
MONROE	457.2								
MONTGOMERY	464.4								
MORGAN	421.6								
MORROW	407.3								
MUSKINGUM	672.6								

**ATTACHMENT TEN
COST SUMMARY – Continued**

Optional Product Deliverables (as Enhancements) - continued

Optional Product Deliverables		A	B	C	D	E	F	S1	S2
County	Area (sq. mi.)	6" Pixel Tiled Full-res	6" Pixel Tiled Compressed	LiDAR/DEM	5' Contours	2' Contours	Oblique Imagery	Status QC Viewer	Land Use Land Cover
NOBLE	404.7								
OTTAWA	265.8								
PAULDING	419.2								
PERRY	412.5								
PICKAWAY	506.4								
PIKE	444.0								
PORTAGE	504.5								
PREBLE	426.5								
PUTNAM	484.7								
RICHLAND	500.5								
ROSS	692.8								
SANDUSKY	413.6								
SCIOTO	616.1								
SENECA	553.3								
SHELBY	410.8								
STARK	580.6								
SUMMIT	420.4								
TRUMBULL	636.5								
TUSCARAWAS	571.5								
UNION	437.0								
VAN WERT	410.7								
VINTON	414.9								
WARREN	407.2								
WASHINGTON	639.9								
WAYNE	557.3								
WILLIAMS	423.6								
WOOD	621.4								
WYANDOT	407.8								
Totals	41275.4	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

Note: Offerors are responsible for the correctness of all calculations.

**ATTACHMENT TEN
COST SUMMARY – continued**

In the event a State agency or county elects to obtain an optional orthophotography product enhancement, which results in the collection of higher resolution imagery in the same season as the required 1-foot product the State may authorize identified required products to be re-sampled from the higher resolution product. Potential cost savings associated with the resampling of data must be included in the cost breakdown (please refer to pages 89-92 of Attachment Ten – Cost Summary) to be made available to offset the total cost of the project.

2011 – Required Product Deliverable Costs by County for Required Product 2 if re-sampled from the higher resolution product.

Northeastern Zone	Deliverable Area (sq. mi.)	2 1' Pixel Tiled Full-res
ASHTABULA	710.8	
COLUMBIANA	535.1	
CUYAHOGA	459.6	
ERIE	259.2	
GEAUGA	408.9	
HANCOCK	534.0	
HURON	496.4	
LAKE	231.8	
LORAIN	494.5	
LUCAS	347.1	
MAHONING	425.3	
MEDINA	423.1	
OTTAWA	265.8	
PORTAGE	504.5	
SANDUSKY	413.6	
SENECA	553.3	
STARK	580.6	
SUMMIT	420.4	
TRUMBULL	636.5	
WAYNE	557.3	
WOOD	621.4	
Totals	9879.2	\$0.00

**ATTACHMENT TEN
COST SUMMARY – continued**

In the event a State agency or county elects to obtain an optional orthophotography product enhancement, which results in the collection of higher resolution imagery in the same season as the required 1-foot product the State may authorize identified required products to be re-sampled from the higher resolution product. Potential cost savings associated with the resampling of data must be included in the cost breakdown (please refer to pages 89-92 of Attachment Ten – Cost Summary) to be made available to offset the total cost of the project.

2012 – Required Product Deliverable Costs by County for Required Product 2 if re-sampled from the higher resolution product.

Western Zone	Deliverable	2
County	Area (sq. mi.)	1' Pixel Tiled Full-res
ALLEN	406.9	
AUGLAIZE	402.1	
BROWN	493.5	
BUTLER	469.9	
CLARK	401.4	
CLERMONT	459.7	
CLINTON	412.4	
DARKE	599.6	
DEFIANCE	414.6	
FULTON	407.8	
GREENE	416.0	
HAMILTON	412.5	
HENRY	420.0	
HIGHLAND	557.7	
MERCER	473.4	
MIAMI	409.8	
MONTGOMERY	464.4	
PAULDING	419.2	
PREBLE	426.5	
PUTNAM	484.7	
SHELBY	410.8	
VAN WERT	410.7	
WARREN	407.2	
WILLIAMS	423.6	
Totals	10604.4	\$0.00

**ATTACHMENT TEN
COST SUMMARY – continued**

In the event a State agency or county elects to obtain an optional orthophotography product enhancement, which results in the collection of higher resolution imagery in the same season as the required 1-foot product the State may authorize identified required products to be re-sampled from the higher resolution product. Potential cost savings associated with the resampling of data must be included in the cost breakdown (please refer to pages 89-92 of Attachment Ten – Cost Summary) to be made available to offset the total cost of the project.

2013 – Required Product Deliverable Costs by County for Required Product 2 if re-sampled from the higher resolution product.

Central Zone	Deliverable	2
County	Area (sq. mi.)	1' Pixel Tiled Full-res
ASHLAND	426.9	
CHAMPAIGN	430.2	
CRAWFORD	402.8	
DELAWARE	457.4	
FAIRFIELD	508.5	
FAYETTE	407.1	
FRANKLIN	544.0	
HARDIN	471.0	
HOCKING	423.5	
KNOX	529.6	
LICKING	687.4	
LOGAN	466.7	
MADISON	467.4	
MARION	404.2	
MORROW	407.3	
PERRY	412.5	
PICKAWAY	506.4	
RICHLAND	500.5	
ROSS	692.8	
UNION	437.0	
VINTON	414.9	
WYANDOT	407.8	
Totals	10405.9	\$0.00

**ATTACHMENT TEN
COST SUMMARY – continued**

In the event a State agency or county elects to obtain an optional orthophotography product enhancement, which results in the collection of higher resolution imagery in the same season as the required 1-foot product the State may authorize identified required products to be re-sampled from the higher resolution product. Potential cost savings associated with the resampling of data must be included in the cost breakdown (please refer to pages 89-92 of Attachment Ten – Cost Summary) to be made available to offset the total cost of the project.

2014 – Required Product Deliverable Costs by County for Required Product 2 if re-sampled from the higher resolution product.

Southeastern Zone	Deliverable Area (sq. mi.)	2 1' Pixel Tiled
		Full-res
ADAMS	586.3	
ATHENS	508.4	
BELMONT	541.7	
CARROLL	399.1	
COSHOCTON	567.4	
GALLIA	471.4	
GUERNSEY	528.4	
HARRISON	410.6	
HOLMES	424.1	
JACKSON	421.5	
JEFFERSON	410.0	
LAWRENCE	457.0	
MEIGS	432.4	
MONROE	457.2	
MORGAN	421.6	
MUSKINGUM	672.6	
NOBLE	404.7	
PIKE	444.0	
SCIOTO	616.1	
TUSCARAWAS	571.5	
WASHINGTON	639.9	
Totals	10385.9	\$0.00