

REQUEST FOR PROPOSALS

The Ohio Legislative Service Commission, on behalf of the Ohio General Assembly, is requesting Proposals for a World Wide Web Site that displays the Ohio Revised Code and the Ohio Administrative Code.

RFP ISSUED:	August 23, 2010
INQUIRY PERIOD BEGINS:	August 23, 2010
INQUIRY PERIOD ENDS:	October 1, 2010, at 8:00 a.m.
DEADLINE FOR SUBMISSIONS:	November 1, 2010, at 11:00 a.m.
OPENING DATE FOR PROPOSALS:	November 2, 2010, at 11:00 a.m.
OPENING LOCATION:	Ohio Legislative Service Commission 77 South High Street, 9 th Floor Columbus, OH 43215-6136
CONTRACT AWARD DATE:	On or Before January 14, 2011
PROJECT START DATE:	April 1, 2011

This RFP consists of five parts and five attachments, totaling 31 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (RFP) for a World Wide Web Site that displays the unannotated Ohio Revised Code (ORC) and the unannotated Ohio Administrative Code (OAC) for general public viewing. The Web Site must link to the Web Site of the Ohio General Assembly and its various service agencies.

If a suitable proposal (Proposal) is made in response to this RFP, the Legislative Service Commission (LSC) may enter into a contract (Contract) to have the selected offeror (Contractor) perform the Project. This RFP provides details on what is required to submit a Proposal for the Project, how LSC will evaluate the Proposals, what will be required of the Contractor in performing the Project, and the various specific provisions in the Contract for the Project.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and Project performance. 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 for the one-year period April 1, 2011, to March 31, 2012. Thereafter, LSC may renew the Contract for up to a maximum of four additional one-year terms or again issue a new RFP prior to any Contract year looking toward a new Contract award. The Contract and payments due under it are contingent on the availability of a lawful appropriation by the Ohio General Assembly to fund the Project.

LSC 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 Project or the terms and conditions in this RFP.

Objective. This RFP seeks to provide LSC with sufficient information to permit a cost-justified choice of a Contractor.

Background. Since 2004, pursuant to a competitive process, LSC, on behalf of the Ohio General Assembly, has contracted with a vendor to maintain a World Wide Web Site displaying the ORC and the OAC. The current contract that runs to March 31, 2011, contemplates a periodic rebidding process. Developments in technology, addition of other capable vendors, and a need to ensure that Project costs remain as low as possible consistent with a quality product suggest that a rebid is in the best interests of the Project.

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Calendar of Events. The schedule for the RFP process and the Project is given below. LSC may change this schedule at any time. If LSC changes the schedule before the Proposal due date, it will do so through an announcement on the LSC Web Site page for this RFP, making such announcement available to all prospective offerors. LSC will also contact all vendors that are believed to be interested in making a Proposal. It is each prospective offeror's responsibility to check the LSC Web Site page for this RFP for current information regarding this RFP and its Calendar of Events.

After the Proposal due date and before the award of the Contract, LSC will only distribute amendments to those offerors whose submissions are under active consideration.

Dates:

RFP Issued:	August 23, 2010
Inquiry Period Begins:	August 23, 2010
Inquiry Period Ends:	October 1, 2010, at 8:00 a.m.
Proposal Due Date:	November 1, 2010, at 11:00 a.m.
Opening Date for Proposals:	November 2, 2010, at 11:00 a.m.
Contract Award Date:	On or Before January 14, 2011
Project Start Date:	April 1, 2011

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five Parts and has five Attachments. The Parts and Attachments are 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:

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| Attachment One | Project Requirements |
| Attachment Two | Special Provisions Regarding Copyrighted Material
and Model or Uniform Codes |
| Attachment Three | Evaluation Criteria |
| Attachment Four | Proposal Requirements |
| Attachment Five | General Terms and Conditions |

PART THREE: GENERAL INSTRUCTIONS

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

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

Procurement Representative:

James W. Kelly, Deputy Director
Legislative Service Commission
77 South High Street, 9th Floor
Columbus, OH 43215-6136
jkelly@lsc.state.oh.us

During Contract administration, an LSC representative (Contract Representative) will represent LSC and be the primary contact for matters relating to the Project. The LSC Director will designate the Contract Representative in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period. Offerors must address inquiries to the Procurement Representative, James W. Kelly.

Inquiries about a specific portion of this RFP must reference 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. The inquiry must contain the name of the prospective offeror's representative who is responsible for the inquiry, the prospective offeror's name, and its representative's email address and business phone number.

LSC will try to respond to all inquiries within 48 hours, excluding weekends and state holidays, but will not respond to any inquiries received after 8:00 a.m. on the inquiry end date. Offerors may request copies of other inquiries received by LSC.

Amendments to the RFP. If LSC revises this RFP before the Proposals are due, it will announce any amendments on the LSC Web Site page for this RFP, thereby making amendments available to all prospective offerors. LSC will also contact all vendors that are believed to be interested in making a Proposal.

When an amendment to this RFP is necessary, LSC may extend the Proposal due date through an announcement on the LSC Web Site page for this RFP. LSC may issue amendment announcements anytime before 5:00 p.m. on the business day before

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Proposals are due. It is the responsibility of each prospective offeror to check for announcements and other current information regarding this RFP.

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

Anytime LSC makes an amendment to the RFP after the Proposal due date, an offeror may withdraw its Proposal even if LSC permits modifications to the Proposals. If LSC allows offerors to modify their Proposals in response to an amendment, LSC may limit the nature and scope of the modifications. Unless otherwise stated in LSC's notice, offerors must make any modifications or withdrawals in writing and submit them to LSC within ten 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. LSC may reject any modification that is broader in scope than LSC has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. The Proposal must be complete, sealed, and contain one originally signed Proposal and eight copies of the Proposal. The offeror must clearly mark the outside of its Proposal with "ORC/OAC Web Site RFP Proposal."

Included in the sealed Proposal, the offeror must also provide eight electronic copies 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 LSC will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than the Proposal due date, at 11:00 a.m., Eastern Standard Time. Proposals submitted by email, fax, or other electronic means are not acceptable, and LSC may reject them. Offerors must submit their Proposals to:

James W. Kelly, Deputy Director
Legislative Service Commission
77 South High Street, 9th Floor
Columbus, OH 43215-6136

LSC may reject any Proposal or unsolicited modification it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. **LSC may reject late Proposals regardless of the cause for 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. LSC 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.

Section 9.24 of the Ohio Revised Code prohibits LSC from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, 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 of the Ohio Revised Code at the time of its submission. The offeror also warrants that it will notify LSC 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 LSC 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, LSC 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 Five.

LSC 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. LSC 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.

All Proposals and other material offerors submit will become the property of LSC and may be returned only at LSC's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process because LSC has the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after LSC has awarded the Contract.

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

Bond. LSC will not require a bid or performance bond for a Proposal or Contract.

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

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

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

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

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. LSC shall open the Proposals in a manner that avoids disclosing their contents. Additionally, LSC shall keep the contents of all Proposals confidential until the Contract is awarded. LSC will prepare a registry of Proposals containing the name and address of each offeror. The public may inspect that registry after LSC opens the Proposals.

Rejection of Proposals. LSC 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 LSC believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, LSC may cancel this RFP, reject all the Proposals, and provide the Web Site through a new RFP or other means.

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

- (1) LSC's initial review of all Proposals for defects;
- (2) A committee's evaluation of the Proposals for technical merit and cost;
- (3) Requests for more information (interviews, presentations, or demonstrations); and
- (4) Negotiations.

The LSC Director will decide whether phases three and four are necessary. The Director may eliminate or add phases three or four at any time in the evaluation process or substitute the Director or the Director's representative for the committee during those phases.

Clarifications and Corrections. During the evaluation process, LSC may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the Procurement Representative believes doing so would not result in an unfair advantage for the offeror, and it is in LSC's interest. LSC may reject any clarification that is non-responsive or broader in scope than what LSC requested. If LSC does so, or if the offeror fails to respond to the request for clarification, LSC then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Initial Review. LSC will review all Proposals for their format and completeness. LSC will reject any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an offeror to submit a correction, if LSC believes doing so would not result in an unfair advantage for the offeror and it is in LSC's interest.

Committee Review of Proposals – Technical Evaluation. An evaluation committee consisting of such employees of LSC and the Legislative Information Systems Office as the LSC Director appoints will evaluate and numerically score each timely, complete, and properly formatted Proposal. The evaluation will be scored according to the criteria identified in this RFP. The committee has a right to divide these criteria into components and assign a weight to each component criterion according to its perceived importance. All actions and decisions of the evaluation committee are subject to review and approval by the LSC Director.

The committee may have the Proposals or portions of them reviewed and evaluated by independent third parties or other state personnel with technical or professional experience that relates to the Web Site or to the criteria in the evaluation process. The committee also may seek reviews of end users of the Web Site or the advice or evaluations of other state personnel that have subject matter expertise or an interest in the Web Site. In seeking such reviews, evaluations, and advice, the committee first shall decide, in writing, to incorporate the results into the numerical scoring of the Proposals. The Director and the committee may adopt or reject any recommendations received from such reviews and evaluations.

The evaluation shall result in a point total being calculated for each Proposal. At any time during this phase, the committee may ask an offeror to correct, revise, or clarify any portions of its Proposal. The evaluation committee shall document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

Requirements used to Evaluate Proposals. Attachments One and Two provide the requirements LSC will use to evaluate the Proposals, including any minimum requirements. If the offeror's Proposal meets all the minimum requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in Attachments One and Two.

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 to meet a minimum requirement normally will result in a rejection of that offeror's Proposal. The value assigned to each requirement is a value used only to determine which Proposal is the most advantageous to LSC in relation to the other Proposals that LSC received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the committee reports to the Director that it did not receive any Proposal that meets all the minimum requirements, the Director may cancel this RFP. Alternatively, if the Director believes it is in LSC's interest, the Director may instruct the committee to

continue to consider the highest ranking Proposals despite their failure to meet all the minimum requirements. In doing so, the committee may consider one or more of the highest ranking Proposals. But the committee may not consider any lower ranking Proposals unless all Proposals ranked above it also are considered, except as provided below.

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

If the offeror cures its failure to meet a minimum requirement that the committee has deemed critical to the success of the RFP's objectives, the committee may continue to consider the offeror's Proposal. If the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The committee then may continue to consider the other remaining Proposals, including, if the committee so chooses, Proposals that ranked lower than the rejected Proposal.

Committee Review of Proposals – Cost Evaluation. Once the technical merits of a Proposal are considered, as described above, the costs of that Proposal shall be considered. The committee may wait to factor in a Proposal's cost until after any interviews, presentations, and discussions. Before evaluating the technical merits of the Proposal, the committee may do an initial review of costs to determine if any Proposal should be rejected because of excessive cost. The committee may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The committee may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on a price performance ratio. The price performance ratio is calculated by dividing the offeror's total price for the Web Site by the Proposal's total score, based on the points received from the evaluation of the Proposal's technical merits. The Proposal(s) selected to be considered in the next phase always will be the highest ranking Proposal(s) based on this analysis. The committee 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 committee disqualifies because of excessive cost or other irregularities. Alternatively, if there are to be no more phases because the committee feels they are unnecessary or inappropriate, the highest ranking Proposal will be awarded the Contract based solely on the evaluation process.

Requests for More Information. The evaluation committee may require some offerors to interview with the committee, make a presentation about their Proposals, or review the

capabilities of their employees. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content or highlight the experience and knowledge of the offeror and its employees. They also provide the evaluation committee an opportunity to test or probe the professionalism, qualifications, and skills of the offeror.

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 committee normally will limit them to one or more of the highest ranking offerors.

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

The evaluation committee normally shall not score interviews, demonstrations, and presentations. However, the committee may decide to revise its existing Proposal evaluations based on the interviews, demonstrations, or presentations.

Determination of Responsibility. The evaluation committee may review the highest ranking offerors or its key team members to ensure that they are responsible. 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 Contract may not be awarded to an offeror that is determined not to be responsible. The evaluation committee's determination of an offeror's responsibility may be based on the following factors: the offeror's and key team member's experience, the offeror's and key team member's past conduct and performance on previous contracts, the offeror's management skill, and the offeror's and key team member's ability to execute this Contract properly. The evaluation committee shall make such determination of responsibility based on the offeror's Proposal and reference evaluations.

The committee 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 Director always will review the responsibility of an offeror selected for an award before making the award, if the committee has not already done so earlier in the evaluation process. If the committee or the Director determines that the offeror selected for award is not responsible, the committee then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. LSC may conduct reference checks to verify and validate the offeror's past performance. Reference checks indicating poor or failed performance by the offeror may cause the rejection of the offeror's Proposal.

Financial Ability. Part of the Proposal evaluation criteria is the qualification of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP expressly requires the submission of the most recent audited financial statement from all offerors in Attachment Four. The evaluation committee further may insist that an offeror submit audited financial statements for the past three years if the committee remains concerned that an offeror may not have the financial ability to carry out the Contract.

In evaluating an offeror's financial ability, the weight the committee assigns, if any, to an offeror's financial ability shall depend on whether the offeror's financial position is adequate or inadequate. If the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors may or may not be significant. If the evaluation committee believes the offeror's financial ability is not adequate, that decision shall cause the committee to reject the Proposal despite its other merits.

Negotiations. The final phase of the evaluation process may be negotiations. The evaluation committee may limit negotiations to particular aspects of any Proposal, may limit the offerors with whom the committee wants to negotiate, and may dispense with negotiations entirely. An offeror should not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.

Negotiations shall be scheduled at the convenience of the committee. The selected offeror shall negotiate in good faith.

The evaluation committee normally shall not score negotiations. Rather, any negotiations normally will be for the purpose of correcting deficiencies in the offeror's Proposal. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase shall be reduced to writing and incorporated into the RFP or the offeror's Proposal, as appropriate. Any offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

Should the evaluation process result in a clear top-ranked Proposal, the committee may limit negotiations only to that offeror and not hold negotiations with any lower ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the committee then

may negotiate with the next highest remaining offeror, according to rank. Lower ranking offerors do not have a right to participate in negotiations conducted in such a manner.

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

LSC shall not engage in auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals. Any oral modification of a Proposal shall be reduced to writing by the offeror as described below.

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

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

From the opening of the Proposals to the award of the Contract, everyone working on behalf of LSC to evaluate the Proposals, consistent with applicable law, shall limit access to information contained in the Proposals solely to those people with a need to know the information. They also shall not disclose this information to any other offerors. The evaluation committee 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 shall be reduced to writing and become a part of the Contract file open to inspection by the public. Written changes shall be drafted and signed by the Contractor and submitted to the evaluation committee within five business days. If the evaluation committee accepts the change(s), the LSC Director shall give the offeror written notice of the committee's acceptance. The negotiated change(s) to the successful offer 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, LSC may terminate negotiations with that offeror or remove the offeror's Proposal from further consideration.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. LSC intends to award the Contract for the Project on or about January 14, 2011, and enter into a written contract prior to February 28, 2011, if LSC decides the Project is in its best interests.

Each offeror must complete in its entirety 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 Web Site. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, LSC may not award the Contract to that offeror. The offeror may request that LSC review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

In awarding the Contract, LSC shall issue an award letter to the selected Contractor together with two copies of a written contract that incorporates the specific contract requirements contained in Attachment One, the general contract provisions contained in Attachment Five, and the relevant responses of the Contractor in its Proposal. The offeror must sign and return the two originals to the Procurement Representative.

Contract. If this RFP results in a Contract award, the Contract also will consist of this RFP, written amendments to this RFP, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any change orders issued under the Contract. Various general terms and conditions for the Contract are contained in Attachment Five. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

- (1) Written Contract;
- (2) This RFP, as amended;
- (3) The Contractor's Proposal, as amended;
- (4) Any documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders or 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 shall take precedence over anything else that is part of the Contract.

Payments under Contract. Contractor agrees that payment due under the Contract shall be made by LSC in four equal calendar quarterly installments upon receipt by LSC of a proper invoice as specified in the Contract.

ATTACHMENT ONE: PROJECT REQUIREMENTS

Generally. The Contractor agrees to provide LSC with a World Wide Web Site (Site) as specified in this Agreement.

Required Contents. The Site will, at a minimum, include:

- (A) The Contractor's unannotated Ohio Revised Code (ORC) and Ohio Administrative Code (OAC) (collectively, "the Codes"), complete with title, chapter and section headings, and tables of contents. The OAC also must include the complete supplemental information for each rule (replacement line, effective date, R.C. 119.032 review dates, promulgated under line, statutory authority line, rule amplifies line, and prior effective dates) as it appears on the rule as filed or, if applicable, as corrected by an LSC notice of non-compliance. The offeror must describe in the Proposal each of the following:
- (1) The editorial process to be used in producing the ORC;
 - (2) The editorial process to be used in producing the OAC;
 - (3) The qualifications of the editorial personnel, including past experience in publishing Ohio statutes and administrative rules;
 - (4) The transfer-of-knowledge procedures for new editorial personnel;
 - (5) The quality control systems and procedures to be used to achieve an accurate and up-to-date version of the Codes;
 - (6) The procedures and timeline for correcting the Contractor's Codes after errors are reported to the Contractor;
 - (7) The procedures for harmonizing multiple amendments to the same section of the ORC by multiple legislative acts;
 - (8) The procedures for accounting for and displaying multiple effective dates designated within the same legislative act, and multiple effective dates to the same section of the ORC designated by multiple legislative acts;
 - (9) How the editors will learn of and incorporate into the ORC vetoes by the Ohio Governor (both full bill vetoes and item vetoes) and veto overrides by the Ohio General Assembly;

- (10) How the editors will learn of and reflect in the ORC changes in effective date or statutory content resulting from a referendum conducted under Ohio Constitution, Article II, Section 1c;
 - (11) How the editors will learn of and reflect in the ORC legislation enacted by voter initiative conducted under Ohio Constitution, Article II, Section 1b;
 - (12) How the editors will learn of and adjust the OAC for Withdraw Final (WDF) actions filed by rule-filing agencies;
 - (13) How the editors will learn of and incorporate into the OAC textual changes indicated in LSC notices of non-compliance to rule-filing agencies;
 - (14) How tables will be displayed in the Codes;
 - (15) How formulas and graphics will be displayed in the OAC;
 - (16) How appendices to rules will be displayed in the OAC.
- (B) A capability for a user to view entire chapters of either Code and a "no frames" alternative if selected by the user;
 - (C) Full-text search software sufficient to readily permit hypertext, form, or other normal methods of generating complex search commands to be created locally or remotely from other sites to call up relevant portions of the databases. (That is, other Internet sites will be readily able to include search forms, hypertext links, or both, that allow search commands to be transmitted to the Code databases for retrieval of the contents by title, chapter or section headings, or by content searches.) Additionally, a quick search feature should enable the user to go directly to a Code section;
 - (D) Disclaimers provided or approved by LSC;
 - (E) Visible hypertext links linking the OAC's internal references to the ORC to the referenced ORC statutes;
 - (F) The Contractor's copyright notice and a reasonable number of normal-sized hypertext links to the Contractor's site and other corporate sites at the Contractor's discretion, including the sites of the Contractor's ISP, subcontractors, and appropriate software companies;

- (G) A brief notice identifying the Contractor as the source of the Site together with telephone numbers and Web Site addresses usable to contact the Contractor;
- (H) A link to the Web Site of the Ohio General Assembly and its various service agencies;
- (I) A capability for a user to print only the text of a statute or rule without any frames or tables of contents (e.g., provide a “printer-friendly” option).

Desired Contents. The Site may include features that provide:

- (A) History information for each section of the ORC similar to that currently available in other published versions of the ORC. The offeror should describe how the history statement would be created, maintained, and updated;
- (B) Links on each page that can be used to proceed to the next section, previous section, index or table of contents, and main screen;
- (C) Textual descriptions with each icon;
- (D) Within the Search feature:
 - (1) Capability to initiate a search from the first screen displayed when the Site is accessed;
 - (2) Capability to initiate a new search from any screen;
 - (3) Capability to initiate a search using the Enter key (that is, users are not required to mouse click on a Search icon to execute a search);
 - (4) No limits on the number of hits retrieved in a search;
 - (5) Display of the number of items retrieved from a search;
 - (6) Highlighting, or similar identification, of matched search terms in retrieved documents;
 - (7) Capability of limiting searches to a specific document level (that is, a search request in a specific Title or Chapter);
 - (8) Capability to perform Boolean searches using: AND operator; OR operator; NOT operator;

- (9) Capability for phrase (adjacency) searching (e.g., retrieve the phrase “highway contractors” and not “highway travel by contractors”). The offeror should describe how a search is conducted when a three-word phrase is entered (e.g., "video lottery terminal"). Are the three words searched as a phrase, as an AND operator, or as an OR operator?;
- (10) Support of truncation (“wild cards”) (e.g., retrieve "house," "houses," "housing," "household" when searching for "hous*").

Prohibited Contents. The Site shall not contain:

- (A) Advertising or promotional material other than that specified above;
- (B) Hypertext or similar links to resources outside the ORC and OAC that are not available to the public without charge and without restriction.

Miscellaneous Site Specifications.

- (A) The URL of the Site to be used by the Contractor shall be provided and owned by LSC and shall be a simple construct in the form of "codes.ohio.gov," which must be seen on all pages of the Site.
- (B) The Contractor shall use its best efforts to maintain the server(s), data line(s), and associated hardware and software in good operating condition and to promptly resolve any operational problems with the Site in a timely manner.
- (C) The Contractor shall maintain sufficient resources, including hardware, communications lines, and equipment, to reasonably respond to the bandwidth and computing resources demanded by traffic to the Site, including during normal peak usage times. The Contractor shall also provide backup services sufficient to ensure continuously available service (“24 x 7”). In the event an outage occurs, whether planned or unplanned, the Site must display a page informing users of the outage.
- (D) The Contractor shall maintain a dedicated connection to an Internet service provider which provides a redundant circuit in the event of primary circuit failure.
- (E) If, in LSC's opinion, the Site becomes unstable, unreliable, unresponsive, or the quality of the information, response time, or availability of the Site fall below norms for sites with comparable content and comparably unrestricted access, LSC shall notify the Contractor of its opinion and the basis therefore. If the

Contractor is unable to correct the deficiencies within thirty days, LSC may terminate the Contract effective immediately on receipt of notice.

- (F) The Contractor is not required to provide unlimited or commercially unreasonable resources for the Site.
- (G) The Contractor shall make the ORC and OAC continuously and freely available (on a "24 x 7" basis) for viewing and searching by the general public via Internet connection, without charge or the requirement of any passwords, codes, or registration requirements of any kind.
- (H) The Site shall be accessible using any computer hardware and software, Internet browsers, and mobile devices commonly in use. The site shall not require the use of any plug-in technology except a PDF reader, if needed for the display of OAC images and appendices.
- (I) Any information collected by the Contractor through server log files shall be retained in aggregate form only and not in any way that an individual user's usage can be identified.
- (J) Use of "cookies" or other tracking methods shall be temporary and disabled when the user's session is concluded.

Updates and Changes. The Contractor shall:

- (A) Update the ORC and OAC at least quarterly to reflect changes in the Codes. More frequent updates are desirable. The Contractor shall notify LSC each time the content of the Site is updated. The Site shall, in a readily noticeable location, post the last date of update and the currency of the ORC and OAC each time an update is made.
- (B) Not make material changes in the Site's appearance or functionality, or in the portion of the URL following the domain name (extended URL), without the approval of LSC, which approval will not be unreasonably withheld.
- (C) Not make any changes or additions to disclaimers without the approval of LSC, which approval will not be unreasonably withheld.
- (D) Provide LSC with monthly Site usage reports.

ATTACHMENT TWO: SPECIAL PROVISIONS REGARDING COPYRIGHTED MATERIAL AND MODEL OR UNIFORM CODES

If the Contractor believes that it does not possess the right to display any materials in a Code or to continue to display materials in a Code, or that its right to display or to continue to display materials in a Code is uncertain because the materials are copyrighted or a part of a model or uniform code created by another organization, at any time, after giving notice to LSC, it may exclude or remove those materials from the Site. The Contractor also shall remove materials in a Code pursuant to a written certification by LSC that the materials already are available for general public viewing over the Internet via a free and universally accessible Web Site. The Contractor shall restore the materials after receiving from LSC a written revocation of the certification. If the Contractor excludes or removes materials under this Section, each payment amount due under the Contract shall be reduced by an amount calculated according to the following formula: Deduction = Payment Amount for Period x (Bytes Not Displayed ÷ Total Bytes in Codes) x (No. of Days in Period During Which Material Is Absent ÷ Total No. of Days in Period).

Upon receipt of a written certification from LSC, based upon notification by a rulemaking agency of Ohio, that various provisions of the OAC are already available for free, general public viewing over the Internet via a universally accessible Web Site, the Contractor shall not publish those OAC rules indicated in the certification. The Contractor shall include a link within its publication of the OAC at the appropriate location for the omitted rules.

The non-publication of such rules shall continue unless or until the Contractor receives a written notice from LSC revoking its prior certification. If such revocation occurs, the Contractor shall publish the affected rules in accordance with all other provisions of the Contract.

Non-publication of the Ohio Fire Code, specifically. Notwithstanding any other provision of the Contract, the Contractor shall not publish any portions of OAC Chapter 1301:7-7 (also known as the Ohio Fire Code or OFC) if LSC, upon notice from the Division of State Fire Marshal of the Department of Commerce, provides a written certification to the Contractor that the Ohio Fire Code is already available for general public viewing over the Internet via a universally accessible Web Site. The Contractor shall request such a certification from LSC prior to its initial publication of the OAC pursuant to the Contract and then at least once during each state of Ohio fiscal year in which all or part of such year coincides with the period of the Contract. LSC may send additional certifications of the status of the Internet publication of the Ohio Fire Code to the Contractor at any time during the period of the Contract.

Request for Proposal

If LSC does not certify or revokes its certification to the Contractor that the Ohio Fire Code is available for general public viewing over the Internet, then the Contractor shall publish OAC Chapter 1301:7-7 in accordance with all of the other provisions of the Contract.

If, as part of the certification process, the State Fire Marshal provides LSC with a specific Internet Web Site address (link) for the existing Internet publication of the Ohio Fire Code, then, upon receipt of that information from LSC, the Contractor shall include that link within its publication of the OAC at the appropriate location for the Ohio Fire Code (OAC Chapter 1301:7-7). This link shall enable any user of the OAC Web Site to access the Ohio Fire Code without charge.

ATTACHMENT THREE: EVALUATION CRITERIA

In the Proposal evaluation phase, the committee shall rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

- (1) Technical merit of the Proposal;
- (2) Technical and professional competence of the offeror and its employees;
- (3) Financial ability and stability of the offeror; and
- (4) Past history of performance by the offeror on similar projects.

Rating and weight assigned shall be on a scale of 1-5 with:

- 1 = Does not meet minimum requirements;
- 2 = Meets minimum requirements with some difficulties;
- 3 = Meets minimum requirements;
- 4 = Exceeds minimum requirements; and
- 5 = Greatly exceeds minimum requirements.

ATTACHMENT FOUR: PROPOSAL REQUIREMENTS

Proposal Format. Each Proposal must include sufficient data to allow LSC to verify the total cost for the Project and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable RFP Attachments.

Each Proposal must be complete, sealed, and contain one originally signed Proposal and eight copies of the Proposal. The offeror must also provide eight electronic copies of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. The offeror must clearly mark the outside of its Proposal with "ORC/OAC Web Site RFP Proposal."

Each Proposal must contain:

- Offeror Description
- Response to Project Requirements
- Audited Financial Statement
- Declaration Regarding Terrorist Organizations

Offeror Description. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include:

- (A) The date the offeror was established;
- (B) Its leadership and number of employees;
- (C) The number of and qualifications (as indicated by resumes and by descriptions required in Attachment One) of offeror employees it will devote to the Web Site administration;
- (D) The location(s) where all services will be performed by the Contractor or any subcontractor;
- (E) The location(s) where any state data associated with any of the services the Contractor or subcontractor is providing, or seeks to provide, will be accessed, tested, maintained, backed-up, or stored;
- (F) The principal location of business for the Contractor and all subcontractors who are supplying services under the proposed contract;
- (G) Technical capacity to perform the Project;
- (H) Specific equipment to be used for the Web Site;
- (I) Financial resources and stability of offeror supported by the current audited financial statement required below;
- (J) Performance record (if any) of offeror for similar projects for other clients.

Response to Project Requirements. Each Proposal must include a thorough response to each relevant item in Attachment One.

Audited Financial Statement. Each Proposal must include the offeror's most recent audited financial statement.

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>.

ATTACHMENT FIVE: GENERAL TERMS AND CONDITIONS

General Contract Provisions. The following general provisions will be part of the Contract:

"OWNERSHIP OF DATA AND RIGHTS. This Contract contains no transfer of ownership of data or intellectual property, limited or unlimited.

PAYMENTS AND INVOICES. Payments under this Contract are due on the 30th calendar day after the later of:

- (A) The date of actual receipt of a proper invoice in the LSC office designated to receive the invoice; or
- (B) The beginning of each term or extended term of this Contract.

The date of the warrant issued in payment shall be considered the date payment is made.

Without diminishing the foregoing payment rights and obligations, the payment shall be overdue if it is not received by the 60th day after the later of:

- (A) The date of actual receipt of a proper invoice in the LSC office designated to receive the invoice; or
- (B) The beginning of each term or extended term of this Contract.

If a payment is overdue, interest shall be paid under the provisions of section 126.30 of the Ohio Revised Code.

Invoices shall be submitted to the LSC office designated in the purchase order "bill to address" to receive invoices. A proper invoice shall include the following information or attached documentation:

- (A) Name and address of Contractor as designated in the Contract;
- (B) Federal Tax Identification Number of the Contractor as designated in this Contract;
- (C) Invoice remittance address as designated in this Contract;
- (D) The purchase order number authorizing the delivery of the goods or service;
- (E) Description of the goods or services actually delivered or rendered as specified in the purchase order.

If an invoice contains a defect or impropriety, LSC shall send the Contractor written notice along with the improper invoice within fifteen calendar days after receipt of the defective invoice. The notice shall contain a description of the problem(s) with the invoice and the information necessary to correct the problem(s). Once LSC has sent the

Contractor notice regarding a defective invoice, the required payment date is sixty days after receipt of a proper invoice or product acceptance, whichever is later.

CERTIFICATION OF FUNDS AND NONAPPROPRIATION. This Contract is subject to section 126.07 of the Ohio Revised Code. That section provides that orders under a Contract with the state are not to be valid or enforceable until the Director of the Office of Budget and Management certifies that there is a balance in the applicable appropriation not already obligated to pay existing obligations.

LSC's funds are contingent on the availability of a lawful appropriation by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for any payments due under the Contract, the Contract terminates as of the date that the funding expires. After that, LSC has no further payment obligation.

TAXES. LSC, as an agency of the state, is exempt from all state and local taxes. LSC does not agree to pay any taxes.

LIMITATIONS OF LIABILITY. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS CONTRACT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NEITHER PARTY IS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND ATTORNEY FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SITE, CONTENTS, FEATURES, OR MAINTENANCE THEREOF, WHETHER THE CLAIM ARISES IN TORT, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNITY OR OTHERWISE. IN THE EVENT ANY WARRANTY OR REMEDY LIMITATION IS FOUND BY A COURT OF COMPETENT JURISDICTION TO FAIL OF ITS ESSENTIAL PURPOSE OR TO BE UNENFORCEABLE, THE ALTERNATIVE SOLE AND EXCLUSIVE REMEDY OF LSC AGAINST THE CONTRACTOR AND OF THE CONTRACTOR AGAINST LSC IS A REFUND OF A DOLLAR AMOUNT THAT DOES NOT EXCEED THE TOTAL FEES PAID UNDER THIS CONTRACT.

EXCLUSIONS FROM LIMITATIONS OF LIABILITY. The limitations on liability in this Contract do not apply to third-party claims of damage to tangible property or bodily injury caused by the fault of either party.

ASSIGNMENT. Neither party may assign this Contract, in whole or in part, without the written consent of the other. LSC is not obligated to provide its consent to any proposed assignment.

SUBCONTRACTING. The Contractor may not subcontract any of its obligations under this Contract without the written permission of LSC, which LSC is not obligated to give. 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 obligations and limitations of the Contractor under the Contract that would be fully effective only if both the subcontractor and the Contractor are bound by them. Among such provisions are the limitations on the Contractor's remedies and the liabilities of LSC, warranties of the Contractor, record keeping obligations, LSC's audit rights, and provisions relating to state laws or requirements under state law. Should the Contractor fail to pass through any provisions of this Contract to any of its subcontractors and the failure damages LSC in any way, the Contractor shall indemnify LSC for the damage without regard to any limitations on liability contained elsewhere in this Contract.

LOCATION OF SERVICES. No performance of services by the Contractor or any subcontractors shall be provided at a location outside the United States. LSC is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside the United States. If services are performed outside the United States, this will be treated as a material breach of the Contract, and the Contractor shall immediately return to LSC all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside the United States, LSC may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If LSC terminates the Contract, LSC may buy substitute services from a third party, and LSC may recover the additional costs associated with acquiring the substitute services.

The Contractor affirms, understands, and agrees to immediately notify LSC 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) outside the United States.

TRAVEL AND PER DIEM. Any travel or per diem required by the Contractor to carry out its obligations under the Contract is at the Contractor's expense.

USE OF NAME. The Contractor shall not use LSC's or the state's name in any marketing material or as a business reference. The Contractor may disclose the Contract and any related information about it to any third party. Third parties may include, by way of example and by limitation, independent auditors, outside counsel, and other independent contractors performing work that require such information.

EFFECT OF CONTRACT. This Contract:

Does not create rights or obligations arising from events prior to its effective date;

Does not alter or terminate rights or obligations existing prior to its effective date;

Shall not be construed as evidence of the existence or nonexistence of rights or obligations under any other contracts between the parties.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of the Contract continue in full force and effect.

LAWS, COURTS, INTERPRETATION. The Contractor shall comply with all laws of Ohio.

Drug-Free Workplace. The Contractor shall comply with all applicable Ohio laws regarding maintaining a drug-free workplace. The Contractor shall make a good faith effort to ensure that all the Contractor's employees, while working on the state's property, do not have in their possession or are not under the influence of illegal drugs or alcohol or are not abusing prescription drugs in any way.

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. The Contractor, by signature on the Contract, certifies that it has reviewed and understands the Ohio ethics and conflicts of interest laws, and will take no action inconsistent with those laws. The Contractor also certifies that all applicable parties listed in division (I) or (J) of section 3517.13 of the Ohio Revised Code have not made a contribution or contributions that would prohibit the contract from being awarded to the Contractor under those divisions.

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with division (C) of section 2909.33 of the Ohio Revised Code, the 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 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 in business or funding,

excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

- (2) Contractor has either precertified with the Office of Budget and Management, or has completed the 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 section 2909.21 of the Ohio Revised Code.

Unresolved Finding for Recovery. The Contractor warrants that it is not subject to an unresolved finding for recovery under section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties sign this Contract, this Contract is void *ab initio*, and the Contractor immediately shall repay to LSC any funds paid under this Agreement. The Contractor warrants that it will notify LSC in writing immediately upon becoming subject to such an unresolved finding during the term of the Contract. This warranty of immediate written notice will also apply to any renewals or extensions of the Contract. Further, LSC may treat any unresolved finding against the Contractor that prevents a renewal of the Contract as a breach.

Equal Employment Opportunity. The Contractor and any subcontractors shall comply with all laws of Ohio regarding equal employment opportunity, including but not limited to section 125.111 of the Ohio Revised Code.

Governing Law. This Contract is governed by Ohio law and venue shall lie with the appropriate court in Franklin County.

TERM. The term of the Contract will be for the one-year period April 1, 2011, to March 31, 2012. Thereafter, LSC may renew the Contract for up to a maximum of four additional one-year terms or again issue a new RFP prior to any Contract year looking toward a new Contract award.

BUSINESS ENVIRONMENT. The Contractor shall immediately notify LSC in writing of any change in ownership during the term of the Contract.

CONTRACT EXECUTION. The authorized representative of the Contractor awarded the Contract shall sign both copies of the Contract that accompanies the award letter and return both copies to the Director of LSC. Upon receipt of the signed copies, the Director shall sign both copies and return one copy to the Contractor."