



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 2
ISSUED JUNE 23, 2023

to

RFP NO. 10-2023
CYBERSECURITY CONSULTING SERVICES

PROPOSAL DUE DATE: 5:00 P.M. (EASTERN TIME), ~~JUNE 28, 2023~~ JUNE 30, 2023

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 PM ON JUNE 21, 2023

-AND-

PROPOSAL DUE DATE EXTENDED TO 5:00 P.M. (EASTERN TIME), JUNE 30, 2023

Issued by the Ohio Turnpike and Infrastructure Commission through Aimee W. Lane, Esq, Director of Contracts Administration.

Aimee W. Lane, Esq.,
Director of Contracts Administration

June 23, 2023
Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON JUNE 21, 2023:

Q#34 Would the Commission accept a Table of Contents at the beginning of the proposal response in lieu of an index?

A#34 Yes.

**Q#35 At least three (3) client references with contact information demonstrating experience working with other governmental or public entities with respect to the Scope of Services, and identifying any services performed.
Can references be provided once we've been down selected? If not, can they be marked confidential/proprietary?**

A#35 The Ohio Turnpike and Infrastructure Commission ("OTIC") is subject to Ohio's public records law and proposals submitted in response to an RFP are public record, unless an exception applies, such as trade secrets. A respondent may mark the references listed in a proposal as "confidential" or "proprietary" but if OTIC receives a public records request for the proposal, OTIC may have a legal obligation to disclose alleged "confidential" or "proprietary" information. In that case, OTIC will contact the respondent and should the respondent not want the information disclosed, OTIC will require the respondent to sign an agreement to indemnify OTIC and pay for OTIC's defense should it be sued for non-disclosure.

Q#36 Can sample Resume or statement of qualifications be provided without names of the possible resources that would be assigned to this project and once down selected, consultants can provide actual resumes?

A#36 OTIC prefers to have resumes or statements of qualifications for the individuals proposed to perform the services outlined in this Request for Proposals.

Q#37 Risk Assessment Services - What security framework is your security program built around (e.g., NIST 800-53, NIST CSF, ISO 27001, etc.)? How many people are in the information security group? Does the State expect the assessment to include Vulnerability scanning of both internal and external endpoints? If so, how many IP addresses will be scanned?

A#37 OTIC has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 and currently has an IT staff of 20 people with various security roles being shared amongst the team. OTIC does not anticipate Vulnerability scanning being part of this Risk Assessment.

Q#38 Due to significant file size, would the Commission accept a website link to the financials?

A#38 Yes.

Q#39 For Appendix C, 2.5 Taxes Exempt Status: Does the Commission agree to pay any mandatory government surcharges that would be in addition to the contracted rates?

A#39 OTIC will agree to pay any required or mandatory surcharges, which they are non-exempt from paying.

Q#40 For Appendix C. 2.7 Invoices and Payment: Will the Commission agree to only withhold payment for charges that have been formerly disputed?

A#40 It is unclear what is meant by “formerly disputed.” Assuming the question requests a formal or written dispute of charges on an invoice, this request appears reasonable and could be negotiated at the time of contract award.

Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, OTIC will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, OTIC reserves the right to enter into contract negotiations with the next ranked respondent.

Q#41 3.2 Option to Renew: Will the Commission agree to a cost of living rate adjustment for the Optional Renewal Terms?

A#41 OTIC will consider pricing proposals that provide locked in costs for years 3-5 or an annual percentage increase.

Q#42 Does the Commission's email have a file size limit? If so, what is that size?

A#42 OTIC can receive e-mail up to 25mb in size. If the proposal exceeds this size, the proposal may be transmitted using a file transfer portal or website link.

Q#43 What is the business driver / purpose for this particular risk assessment?

A#43 OTIC wishes to continue to enhance its Cybersecurity posture to better protect Ohio Turnpike and Infrastructure Commission people, processes, and information.

Q#44 Are there any regulatory or compliance requirements or preferred framework(s) that we should consider during the risk assessment?

A#44 Please see the response to Addendum No. 1, Q#14

Q#45 Can you provide references or examples of similar risk assessments you have conducted in the past?

A#45 OTIC will share detailed information about previous assessments with the selected vendor upon execution of a contract.

Q#46 Do you have a risk register defined and maintained which can be shared with the selected vendor during the assessment?

A#46 OTIC will share all risk related information with the selected vendor upon execution of a contract.

Q#47 Please provide the details for your security team structure, roles.

A#47 OTIC currently has an IT staff of 20 with various security roles being shared amongst the team.

Q#48 Please provide the detail volumetrics for the following components (if in scope) of the assessment:

- a. Number of applications**
- b. Network Components**
- c. Network Security Components**
- d. Security tools and components**
- e. Number of users**
- f. Number of Servers/VMs**
- g. Other items which need to be considered as part of the security assessment**
- h. Current vulnerability Management solution/tools and the number of IP addresses/targets**

A#48 The Turnpike currently has approximately 825 users in 58 buildings across our 241-mile roadway that are part of our network. The Turnpike currently has detailed inventories of applications, security components, etc. that will be shared with the selected vendor upon execution of a contract.

Q#49 Please provide the types of security awareness and training you are expecting for the vendor to provide? (e.g., Security banners and warnings, secure way of handling IT assets and organization's information, Phishing simulations etc.)

A#49 OTIC currently provides continuous security training and resources for its employees. OTIC will share detailed information about this program with the selected vendor upon execution of a contract and seek input for augmenting current programs.

Q#50 Please advise whether the vendor can propose any tools for security training, or you are expecting manual training to be conducted?

A#50 OTIC is seeking a dedicated resource to serve as a security leader and trusted advisor who will work with OTIC staff on the execution of security tasks. As part of this service OTIC hopes that the vendor will share any tools it feels will benefit OTIC's overall security program.

Q#51 Do you have a defined security incident response plan?

A#51 OTIC will share all security related documentation, policy and plans with the selected vendor upon execution of a contract.

Q#52 Please explain your expectations for the security incident tabletop exercise.

A#52 OTIC expects that the selected vendor will assist the IT staff and Training Manager with the planning and execution of security incident preparedness activities, such as tabletop exercises. This assistance could include advice on scenarios to test, participant selection, etc. which will result in the continued enhancement of OTIC's security program.

Q#53 How many users need to be covered in the security awareness & training?

A#53 OTIC currently has approximately 825 employees.

Q#54 Please provide the number of vendors in scope for the third-party risk management evaluation/assessment?

A#54 Please see the response to Addendum No. 1, Q#15.

Q#55 Do you have a defined Secure Software Development Lifecycle in place? If yes, please provide the types of application security testing currently in practice.

A#55 Most of the applications in the Turnpike environment are commercial-off-the-shelf (COTS) applications. OTIC currently has an extensive set of documented IT policies, procedures, standards, and guidelines in place. Specific details and documentation will be shared with the selected vendor upon execution of a contract.

Q#56 What type of cyber insurance and coverage is currently in place?

A#56 OTIC currently has cyber liability coverage through September 1, 2023. OTIC is currently procuring coverage for the next period beginning September 1, 2023.

Q#57 Is it necessary for vendors to adhere to all the points mentioned under Part III, Point E of the Ohio Turnpike's good faith effort criteria, or would meeting a subset of the requirements be considered sufficient for the vendor to achieve these criteria?

A#57 Please see the response to Addendum No. 1, Q#9, specific to non-Ohio businesses. At a minimum, it is expected that an Ohio business is registered with the state of Ohio, has offices/facilities in Ohio, and pays taxes to the state of Ohio. Ohio businesses are also strongly encouraged to describe other efforts made to positively contributed to the State's economy as outlined in the RFP (Part III, E).

Q#58 Part VI. Proposal Submission Requirements, p. 3. We assume the completed appendixes should be included with the Technical Proposal. Please confirm or clarify.

A#58 Correct.

Q#59 Part IX. Evaluation of Proposals, p. 4-5. There appears to be a discrepancy in the scoring information. The text on page 4 shows $50+35+15 = 100$ points for technical; the table on p.4-5 shows $30+20+10 = 60$ points. Please clarify the scoring criteria for the Technical Proposal.

A#59 The scoring criteria for the Technical Proposal is correctly shown in the Proposal Evaluation Scoring Table on pages 4-5.

Q#60 Appendix C, Article 5, Indemnification, p. 5-7. In an era of constantly evolving cyber threats, even the most vigilant and well-trained consultants cannot in good faith prevent future attacks. The price for any cybersecurity service must account for an allocation of risk between parties. We propose to limit the indemnification obligations to \$10 million. Please advise if this is acceptable.

A#60 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, OTIC will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, OTIC reserves the right to enter into contract negotiations with the next ranked respondent.

Q#61 Part III. Technical Proposal Requirements, Part C, p. 2. Our audited financial statements are confidential. May we redact this information in the final submission; mark it confidential; and/or provide certification from our CFO of summary financial information?

A#61 Please mark the audited financial statement as confidential and, if you prefer, submit it to OTIC under password protection.

Q#62 Can we please have some clarification on the position requirements, specifically the onsite expectations and any certifications needed.

A#62 Please see the response to Addendum No. 1, Q#4.

Q#63 Will the risk assessment cover both physical and cyber security aspects, or is the scope limited to cybersecurity?

A#63 OTIC believes that the physical security is an important component of cyber security and should be part of the risk assessment.

Q#64 Are there any specific qualifications, certifications, or experience requirements that the Commission expects the dedicated resource to possess?

A#64 No, there are not any specific qualifications, certifications, or experience requirements for the resource.

Q#65 We plan to propose for the RFP. We will do that in association with another 100% US based company. Collectively we will fulfill the various tasks outlined in the Scope of Services. We are assuming the commission will not have any issues with such an arrangement.

A#65 Please see the response to Addendum No. 1, Q#3.

Q#66 Is the Commission seeking a single individual or a team of professionals to fulfill the role of the dedicated resource?

A#66 OTIC is seeking a dedicated resource to act as a single point of contact, but anticipates there will be additional resources to help support the work of this individual.

Q#67 Has the Commission adopted a security control framework? If yes, which one?

A#67 Please see the response Q#37.

Q#68 How many documented IT policies, procedures, standards, and guidelines does the Commission currently have in place?

A#68 OTIC currently has an extensive set of documented IT policies, procedures, standards, and guidelines in place. Specific details and documentation will be shared with the selected vendor upon execution of a contract.

Q#69 How many technical controls are included in the scope of the assessment?

A#69 The Turnpike currently has a detailed set of technical controls in place. Specific details will be shared with the selected vendor upon execution of a contract.

Q#70 Will the Commission please share the number of enterprise applications included in the scope for the risk assessment?

A#70 The Turnpike currently has a detailed inventory of enterprise applications and will share specific details with the selected vendor upon execution of a contract.

Q#71 How many data centers are in scope for testing?

A#71 There are 2 data centers in scope for this testing.

Q#72 How many third-party vendors does the Commission work with?

A#72 Please see the response to Addendum No. 1, Q#15.

Q#73 In the RFP it states that the deliverable report for the risk assessment should include a “... Security Plan, defining Next Steps,...” Is this a Security Plan that defines next steps by way of a remediation roadmap, or are these are intended to be two separate items? If two separate items, would the Commission please clarify the difference between them and the kind of information it expects to be included in each?

A#73 OTIC anticipates that the Security Plan would define next steps by way of a remediation roadmap as a single item.

Q#74 Do you want this priced with a risk assessment performed each year, or only once?

A#74 OTIC anticipates the initial risk assessment being conducted as a standalone instance, priced separately, with any future assessments being completed as part of the additional task work.

Q#75 Do you want to lock in cost for years 3-5?

A#75 See response to Q#41.

Q#76 Appendix F – Regarding offshore resources, we have internal IT personnel who support help desk activities who are located overseas. They would not have any role in delivery of the services of the RFP outside of potentially IT support for computer issues. Would this disqualify us from being considered for this opportunity?

A#76 “IT personnel who support help desk activities who are located overseas” would require a waiver from the State of Ohio Department of Administrative Services (Ohio DAS) under the Executive Order(s) identified in the RFP. This would not disqualify a respondent from being considered for a contract, but would render any contract award subject to waiver approval. OTIC has no control over whether Ohio DAS grants waiver approval.

Q#77 Appendix C – Will the winning bidder have an opportunity to negotiate the terms and conditions within the Contract included in Appendix C? Some areas for discussion including Indemnification and inclusion of liability limits.

A#77 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, OTIC will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, OTIC reserves the right to enter into contract negotiations with the next ranked respondent.

Q#78 Scope of Services – What are the cybersecurity or regulatory standards that the organization would prefer to be evaluated against?

A#78 Please see the response to Q#37.

Q#79 How many resources are part of the organization’s cybersecurity team? Is cybersecurity centralized across the organization?

A#79 Please see the response to Q#47.

Q#80 Pricing – For the Annual Cybersecurity Services, you note a range of 1.5 – 3 days a month. In order to provide a flat fee, should we assume 3 days a month?

A#80 Yes. In order to provide a flat fee, please assume 3 days a month.

Q#81 Can you grant a 1 week extension?

A#81 Please see the response to Addendum No. 1, Q#20.

Q#82 Is any technical testing included in the initial risk assessment?

A#82 No, there is no technical testing anticipated for this Risk Assessment.

Q#83 Does "Application Development" refer to a review of the SDLC process only, or is the Commission looking for technical security assessments of its applications?

A#83 For this scope of work, Applications Development is defined as the Software Development Process.

Q#84 Appendix A - Scope of Services, Risk Assessment Services: Network Security. Is penetration testing required as part of the Risk Assessment Services scope of work?

A#84 Penetration testing is not contemplated as being part of the Risk Assessment Services.

Q#85 Is the Ohio Turnpike and Infrastructure Commission required to complete any third-party assessments by an independent audit firm or The State of Ohio during the period of performance?

A#85 The Turnpike will need to complete annual PCI and Cybersecurity Insurance assessments throughout the contract term. The selected contractor is not responsible for completing these assessments but may be tasked with assisting in an advisory capacity.

Q#86 What is the effective date upon which services are planned to commence?

A#86 Based on the current schedule services would begin no sooner than mid-September. This response assumes that a contract award is approved at the August Commission meeting.

Q#87 Will there be any difference in the contract requirements for “Cybersecurity Consulting Services” and “Qualified Security Assessor Consulting Services”? The two award options are referenced in the contract award section but not described.

A#87 The RFP is for Cybersecurity Consulting Services only. Please disregard any references to Qualified Security Assessor Consulting Services.

Q#88 Does the initial risk assessment need to include an analysis of alignment (i.e. “gap analysis”) on any specific frameworks such as SOC 2 or PCI-DSS?

A#88 Please see the response to Q#37.

Q#89 Please provide the number of physical locations and corporate network segments to be included in the initial risk assessment.

A#89 Please see the response to Addendum No. 1, Q#13.

**Q#90 Is there an incumbent who is currently providing these services?
If yes, is the incumbent performing to the satisfaction of the Commission?
Is the incumbent eligible to bid on this contract?
Is there a reason for considering the replacement of the incumbent?**

A#90 Please see the response to Addendum No. 1, Q#26.

Q#91 Is there a budget for this project? Are you able to provide the budget estimate?

A#91 Please see the response to Addendum No. 1, Q#27.

Q#92 Are the services expected to be performed onsite? Remotely? Both? If so, please describe the frequency of onsite visits.

A#92 Please see the response to Addendum No. 1, Q#4.

Q#93 Did the Commission receive 3rd party assistance in preparing this RFP?

A#93 No.

Q#94 How many users does the Commission have?

A#94 Please see the response to Q#53.

Q#95 How many endpoints does the Commission have?

A#95 Please see the response to Addendum No. 1, Q#10.

Q#96 May we submit a redacted copy of our response for public inspection under the Freedom of Information Act (“FOIA”)?

A#96 Yes. OTIC is subject to Ohio’s public records law and proposals submitted in response to an RFP are public record, unless an exception applies, such as trade secrets. A respondent may submit a redacted copy of its proposal but if OTIC receives a public records request for the proposal, OTIC may have a legal obligation to disclose the redacted information. In that case, OTIC will contact the respondent and should the respondent not want the information disclosed, OTIC will require the respondent to sign an agreement to indemnify OTIC and pay for OTIC’s defense should it be sued for non-disclosure.

Q#97 Has the Commission completed any security awareness training in the past?

A#97 Please see the response to Q#49.

Q#98 Will information security policies need to be drafted from scratch, or do existing policies require updates/development?

A#98 OTIC currently has Security Policies in place. Current policies will be shared with the selected vendor upon execution of a contract.

Q#99 Please provide the total count of existing information security policies.

A#99 Please see the response to Q#68.

Q#100 In Appendix C, Section 6.1.4, can the Commission remove the requirement to list the Commission and its personnel as additional insureds?

A#100 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, OTIC will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, OTIC reserves the right to enter into contract negotiations with the next ranked respondent.

Q#101 Will the Commission use multiple vendors to fulfill the requirements of this RFP?

A#101 No. It is the Commission's intent to award one contract to one respondent under this RFP.

Q#102 Within the scope of services under "Risk Assessment Services," it mentions the initial risk assessment includes but is not limited to,

- **Policies**
- **Governance**
- **Network security**
- **Security Training and Awareness Programs**
- **Applications Development**
- **Applicable Regulatory compliance**
- **Incident response**
- **Vulnerability management**
- **Cyber Insurance**

Can you clarify what else can be included in the scope?

A#102 OTIC feels that the list is inclusive of everything that should be included in the scope, however, should additional items not included in the list be needed to successfully complete the Risk Assessment they would be included.

Q#103 The scope mentions "Applications Development." When did the Commission last conduct a vulnerability assessment of its applications? Are the applications homegrown applications or vendor-provided?

A#103 Please see the response to Q#55.

Q#104 How is the Commission handling vulnerability management currently?

- Is there a SIEM tool in place? If one is not in place, are they wanting the deployment of one to be provided in the RFP?
- Has a penetration test ever been conducted?
- Is there a vulnerability management tool in use?

A#104 No specific hardware or software deployments are required as part of this RFP. Please see the response to Addendum No.1 Q#5 for additional information.

Q#105 Has the Commission already developed business continuity documentation? Would a review of that process be in the expected scope of this RFP?

A#105 OTIC currently has a business continuity document in place. Review of this process is not currently expected to be in scope of this RFP.

Q#106 Below we note our suggested modifications to Appendices C and D in the issued RFP. Specifically, would the Commission accept and agree to our noted modification to Appendix D (Affidavit) and allow us to submit the modified Appendix D (Affidavit) as the notarized copy in our proposal?

REQUESTED EXCEPTIONS

Based on feedback from our firm's legal counsel, we have noted the following suggested modifications to the provided sample contract and affidavit. We would be happy to discuss in more detail upon request.

5.1 Generally. The Consultant shall ~~defend~~, indemnify and hold harmless the Commission, its Commission members, Executive Director, officers and employees ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract, whether directly or indirectly, including but not limited to where such liability is:

5.2 Application. Nothing herein contained shall require the Consultant to reimburse the Commission for acts or omissions caused by the ~~sole~~ negligence of the Commission. The Consultant shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due ~~solely~~ to the negligence of the Commission, its agents or employees.

~~**5.3.5 Should the Commission elect to have the Consultant defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to select the**~~

~~counsel that will provide that defense, to determine all points of control on behalf of the Commission, and to approve or disapprove of any settlement.~~

~~5.3.6~~ 5.3.5 The indemnity obligations of the Consultant shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by Consultant.

5.4 This agreement to defend, hold harmless and indemnify shall survive expiration or termination of this Contract.

6.1 General. For any work under the Contract and for the term of the Contract, the Consultant and all subcontractor(s), shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Commission certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Consultant its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Commission, which shall not contribute thereto. There shall be severability of interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All endorsements or modifications to the insurance purchased and maintained by the Selected Firm and its subcontractors shall be subject to the Commission's review and final acceptance. All insurance required to be purchased and maintained by the Consultant and all subcontractors shall be placed and maintained with insurance companies rated at least equal to the AM Best's Rating of A- and licensed legally allowed to do business in Ohio. The Consultant shall provide written notice to the Commission at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies.

6.4 Notice. Within twenty-four (24) hours after the occurrence of any accident or other event that results in or might result in injury to the person or property of any person, which allegedly arises in any manner from the performance under the Contract or occurs in the area(s) for which the Consultant is responsible, the Consultant shall send written notice thereof to the Commission's General Counsel setting forth a full and precise statement of the facts pertaining thereto, and, when and if received, if lawful, promptly send a copy of any summons, subpoena, notice or other documents served upon or received by the Consultant, or any agent, employee or representative of the Consultant, arising in any manner from the performance of the Contract or any part thereof.

7.5 Ownership of Materials. Documents, as a whole, prepared by, or with the cooperation of, the Consultant specifically for and required to be delivered to the Commission pursuant to this Contract, including all copyrights, shall become the property of the Commission. Consultant may retain copies, including reproducible copies of such documents for information and reference. The Commission may use such documents or may provide permission to others to use such documents.

8.2.7 If the Consultant fails to keep, perform and observe any promise set forth herein on its part to be kept, performed or observed within five (5) days after receipt of notice of default

from the Commission, except where fulfillment of its obligation requires activity over a period of time and Consultant has commenced whatever may be required to cure the failure to the satisfaction of the Commission within five (5) days after notice and continues such performance without interruption.

11.8 Confidentiality. If the Consultant or Commission receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person, unless required by law or applicable professional standards. The receiving party may disclose “confidential” or

“business proprietary” information after seven (7) days’ notice to the other party only when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. Nothing herein shall prohibit the receiving party from disclosing without notification if such notification is not allowed by law. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform the Services required by this Contract, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this paragraph.

8. The undersigned states that the entity identified in paragraph 3 has received the Commission’s Ethics Policy; the Ethics Policy has been reviewed by its ~~managerial staff~~ engagement team; the terms and conditions of the Policy are understood; and the entity agrees to endeavor to comply and assist the Commission in complying with the Policy. Insofar as undersigned knows, no member of the Commission and no employee or agent of the Commission has or will have any interest, either direct or indirect, in the prospective contract contemplated under the bid or proposal accompanying this Affidavit.

A#106 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, OTIC will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, OTIC reserves the right to enter into contract negotiations with the next ranked respondent.

The proposed modifications to Appendix D (Affidavit) are acceptable.

END OF ADDENDUM NO. 2