



**CAPITOL SQUARE
REVIEW & ADVISORY
BOARD**

Capitol Square
Ohio Statehouse
Columbus, OH

**Parking Access and Revenue Control (PARCS) Upgrade
Request for Proposals**

March 10, 2023

Overview

With this Request for Proposal (“RFP”), the Capitol Square Review and Advisory Board (“CSRAB”) is seeking proposals for a full turnkey upgrade of an existing fully integrated Parking Access and Revenue Control System (“PARCS”) for the Ohio Statehouse Parking Garage. The Ohio Statehouse Parking Garage is a 3-level 1,200-space parking structure constructed in 1965.

Tentative RFP Schedule

Event	Date
Issue RFP	March 10, 2023
Pre-bid Site Walk-thru	March 17, 2023 @ noon**
Offerors’ Pre-bid Questions Due	March 22, 2023 @ 3PM
CSRAB Distributes Responses to all Offerors’ Questions	March 24, 2023
Offerors’ Responses to RFP Due	March 31, 2023 @ 5PM*
Estimated Contract Award Notification	April 7, 2023
Estimated Contract Start Date	April 17, 2023

***NOTE:** Any proposals received after the required date and time specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

****NOTE:** Contact Alison Buzzard, CSRAB Chief Legal Counsel (alison.buzzard@ohiostatehouse.org) for pre-bid walk-thru.

Scope of Services

The successful offeror will, as part of this project:

- Provide a new, fully operational PARCS; shall include all required design, labor, material, permits, inspection fees, tools, equipment, transportation, insurance, temporary protection, testing, final commissioning and supervision for a proper installation of the requested full turnkey PARCS upgrade.
- Prior to beginning work, verify existing conditions are sufficient for a successful PARCS upgrade solution.
- Remove and dispose of existing PARCS equipment; all demolition, deactivation and site removal of existing equipment shall be provided by the successful offeror.
- Provide and install four (4) exit stations; include reversing lane functionality, 2-way communication and 2D QR/barcode scanning capability.
- Provide and install four (4) entry stations; include reversing lane functionality, 2-way communication and 2D QR/barcode scanning capability and ticket dispensation.
- Provide parking management software system to include cloud hosted server, on-site central monitoring system, three (3) wireless portable pay terminals, pay-by-phone functionality, revenue management and access control.
- Contractor’s hosted server solution to include a local back-up server to work autonomously should network loss occur. Contractor shall maintain the hosted and onsite server and provide all necessary updates for the operating system, PARCS application software, and appropriate anti-malware software to provide a fully operational PARCS server solution for the initial term of 5 years. The first year of services are included in the initial purchase price and thereafter, annual

pricing will apply. All servers, process computers, and network electronics shall be installed in a locked, vented rack. The Contractor shall provide and install a rack mounted UPS capable of 30 minutes backup power for all headend components. The hosted server solution and onsite backup shall be configured in accordance with the latest PCI standards.

- The Contractor shall provide all required networking equipment, firewall and malware protection for operation, and install a locked, vented rack for all necessary networking components.
- Provide two-way communication between garage patrons and security control room.
- Reuse ten (10) existing Transcore AVI antennae and mounting brackets.
- Provide and install ten (10) folding aluminum gates at each entry/exit station, or reuse current if compatible with new solution.
- Provide and install six (6) pay-on-foot stations; units to accept cash, credit cards, QR codes and vouchers.
- Install twenty (20) vehicle detection loops, device arming/barrier reset/safety.
- Integrate twenty-four (24) existing vehicle detection loops, device arming/barrier reset/safety.
- **Provide a solution compliant with R.C. 113.40. At no time during the contract term shall the successful offeror utilize a financial transaction device settlement process (e.g. credit card gateway and end processors) not approved pursuant to R.C. 113.40.**
- Coordinate all electric and telecommunications wiring to be included in base bid.

Requirements

- **Time is of the essence for this project.** The successful offeror must also make every effort to minimize downtime during the PARCS upgrade.
- Upgrade must comply with applicable sections of the Ohio Administrative Code Chapter 4101:1 Ohio Building Code, IBC, ADA, ANSI/TIA, UL, NFPA 70, NFPA 72 and all other applicable laws and regulations.
- All material and equipment provided shall be new, UL listed and free from defects.
- The PARCs system shall provide car counting capabilities for each level.
- The PARCS shall provide passback restrictions.
- The PARCS monitoring station will have a customizable dashboard; dashboard to include but not limited to “tickets low”, count status, device operation status, etc.
- The PARCS terminals and pay stations will offer customer receipt options.
- All provided PARCS units must have environmental operating range from -10° to 104° F; Relative humidity operating range from 10% - 90%.
- All PARCS units will use thermal paper.
- All pay stations shall be equipped with recyclers.
- Pay stations and exit terminals shall be capable of storing offline parking transactions in the event of network communication loss. Unit to transmit data upon network communication restoration in compliance with PCI / PA-DSS standards.
- Parking management software system to include monthly parker, validation method, revenue reporting and validation reporting.
- All entry, exit and pay stations will have intuitive graphical interfaces with multi-language functionality.
- All entry, exit and pay stations shall be IP66 rated at minimum.
- All gates shall be highly visible and be of folding arm break-away design.
- All required parts, specialty tools, and software shall be made available to the CSRAB or third-party service provider.
- Vehicle loop detectors to include variable sensitivity and frequencies with a reset button.
- Credit card readers will comply with EMV standards for contactless, chip and pin operation.

- Provide manual gate opening functionality at PARC monitoring station.
- Provide payment terms in bid.
- Provide cost per AVI card in bid.
- Provide detailed schedule with milestones prior to work commencement.

Acceptance, Warranties and Maintenance

- Rates:
 - Provide details for all reoccurring fees; to include but not limited to license software (up to 4 devices), additional software license per device, cost per AVI card, all service related fees, mobile & web validation software, web-based call center access, 24/7/365 remote support and any third party integration required.
- Service:
 - Trained and qualified technicians shall perform all services.
 - CSRAB intends to contact the manufacturer of the PARCS equipment directly should a problem occur. The manufacturer shall provide a PCI compliant approved remote access solution and guarantee a response time of 2 hours or less for emergency service calls; guarantee of 24 hours or less for non-emergency service calls; and if a replacement part is required, guaranteed shipment of a replacement part (and provision of tracking information) to arrive no later than 48 hours after the failed component is discovered.
 - The manufacturer shall assist parking staff to diagnose and repair any problems remotely. If the problem cannot be fixed remotely with the assistance of the parking staff, a technician shall be dispatched to repair the device within 24 hours.
- Preventative Maintenance:
 - Include an initial 1-year comprehensive preventative maintenance plan for all equipment and software.
 - Include a preventative maintenance plan of an additional 4 years beyond the initial comprehensive preventative maintenance period. The intent is that the initial maintenance period and alternate extension will coincide with the hosted server solution term of 5 years.
- Warranty:
 - Provide a three (3)-year warranty for all parts, electronics and software, including labor, to begin after final commissioning of the PARCS system. The Contractor shall provide an option to extend the warranty an additional 2 years. The intent is that the initial warranty period and alternate extension will coincide with the hosted server solution term of 5 years.
 - Minimum 1-year warranty on all equipment, parts, and service including labor.
- Software Updates:
 - Provide software updates and supports for a period of five (5) years at no additional cost to the CSRAB.
- Training:
 - Include two (2) comprehensive training sessions for CSRAB 1st and 2nd shift attendants.
- Deliverables and Closeout:
 - Provide paper and electronic copies of the Operation and Maintenance Manual.
 - Provide all required telecommunications and construction drawings, coordination drawings and schematics to support PARCS equipment installation and maintenance; at the completion of the installation provide the CSRAB with “as-built” drawings.

- During final commissioning, if any system fails acceptance testing, in the sole discretion of the CSRAB, the system will be considered defective and will not be accepted by the CSRAB.
- All punch list items will be resolved to the CSRAB's satisfaction prior to final commissioning of PARCS system.

General Requirements

- Offerors must include equipment lead times with proposal
- The successful offeror to schedule a Project Kick-off meeting upon receipt of purchase order.
- Work to occur during normal business hours of 8:00 am to 5:00 pm. Work outside of normal business hours must be approved by a duly authorized CSRAB officer prior to commencement.
- All work must maintain the historical character of the Capitol Square building and grounds.
- All work must be completed in a workmanlike and professional manner.
- All work must comply with this RFP and the CSRAB Terms and Conditions provided with this RFP.
- The successful offeror must make every effort to protect the property of the CSRAB while on-site.

Inquiries/CSRAB Contact

Prospective offerors must submit inquiries by the Pre-bid Questions Due Date via email to the CSRAB Contact – Alison Buzzard at: alison.buzzard@ohiostatehouse.org. **Offerors are not to disclose specific proposal information to the CSRAB Contact with their questions.**

Proposal Format

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

1. Cover Letter:
 - a. On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount listed in the proposal
 - b. Includes company name and principal place of business, and the name, phone number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal
 - c. Includes a list of all subcontractors, if any, that the Offeror will use on the Project if selected, and a letter from each subcontractor including a statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - d. Includes a statement that Offeror's proposed solution for the Project meets all the requirements of this RFP.
 - e. Includes a statement that the Offeror has not taken any exception to the Terms and Conditions.
2. Offeror Profile and Prior Projects:
 - a. Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on similar projects. The profile must also include the information requested on Attachment Five A.

- b. Proposal must include information on previous experience and expertise in providing a minimum of 3 previous projects similar in size and complexity in the previous 5 years, as requested on Attachments Five B, C, and D.
- 3. Offeror References:
 - a. Proposal must include a minimum of 3 references for organization and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work requested in this RFP, as requested on Attachment Six.
- 4. Staffing Plan:
 - a. Proposal must include a staffing plan that identifies all key personnel required to do the project and their responsibilities on the project. The CSRAB is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project.
- 5. Work Plan:
 - a. Proposal must fully describe the Offeror's current capacity, approach, methods, and specific work steps for doing this project. Offeror must submit the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the CSRAB an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.
 - b. The Work Plan must demonstrate an understanding of the requirements of the project. Describe the methodologies, processes and procedures the Offeror will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how the Offeror proposes to accomplish this project and what resources are necessary to meet the deliverables.
 - c. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plan).
 - d. Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.
- 6. Proof of Insurance:
 - a. The Offeror must provide the certificate of insurance required by the CSRAB Standard and Special Terms & Conditions.
- 7. Payment Address:
 - a. The Offeror must provide the address to which payments to the Offeror will be sent.
- 8. Cost Summary Form:
 - a. The Cost Summary Form (Attachment 4) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost (Total Project Cost). Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.
 - b. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from the CSRAB.

- c. NOTE: Offerors should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated in the Proposal Submittal paragraph of this RFP below. This information should not be included in the Technical Proposal.
- d. The State shall not be liable for any costs the Offeror does not identify in its Proposal.

Proposal Submittal

- Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its proposal package. Proposals must be submitted as two (2) separate components in clearly labeled electronic files (“Ohio Statehouse PARCS Upgrade RFP Cost Proposal” and “Ohio Statehouse PARCS Upgrade RFP Technical Proposal”).
- **All proposals must be emailed to the CSRAB Contact at: alison.buzzard@ohiostatehouse.org.**

Contract Award Process

- Any recommendations for improvement in quality, safety, cost, delivery, design or value engineering are encouraged and should be submitted to the CSRAB for evaluation. Such items should be indicated as an alternative to scope with a deduction or addition to contracted service costs.
- Offerors must note that all proposals and other materials submitted will become the property of the CSRAB and may be returned only at the CSRAB’s option. Proprietary or otherwise confidential information should not be included in a proposal as the CSRAB will have the right to use any materials or ideas submitted without compensation to the offeror. Additionally, all proposals will be subject to Ohio Public Records Law and will be open to the public after award of the contract.
- The contract will be awarded according to the attached scoring table (Attachment 3).
- Bids that do not comply with the requirements and specifications set forth in this RFP may be considered nonresponsive and ineligible for award.

Terms and Conditions

The successful offeror shall provide services in accordance with the CSRAB Standard Terms and Conditions – Part I, CSRAB Special Terms and Conditions – Part II, and this RFP (including any attachments and subsequent CSRAB-issued addenda), which together will constitute the Contract. This Contract has been provided to prospective offerors along with this RFP, and must be agreed to and signed by the successful offeror as a condition of the successful offeror’s award of this project, and prior to any provision of services.

Safety

All required PPE, LOTO, fall arrest systems, hot work compliance and equipment operating licensing will be the sole responsibility of the service provider, as required by OSHA, federal, state and local regulations.

Compliance with State and Federal Law

- Solutions must be compliant with R.C. 113.40. At no time during the contract term shall the successful offeror utilize a financial transaction device settlement process (e.g. credit card gateway and end processors) not approved pursuant to R.C. 113.40.

- **DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM THE OFFICE OF THE CSRAB.**
- Contractor is required to maintain a drug-free free workplace program pursuant to applicable Ohio and federal laws.
- Subject to Ohio Revised Code Chapter 4115, each individual employed by the selected Contractor, including any subcontractor or other person working pursuant to this Contract, shall be paid the prevailing rate of wages in accordance with all provisions of the Prevailing Wage Act of the State of Ohio and related requirements.
- Contractor shall comply with all Ohio and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code.
- Contractor shall comply with all other applicable Ohio, federal, state and local laws and regulations, as well as CSRAB policies and procedures.

ATTACHMENT 1
Overview of Existing System Components

Existing PARCS system includes the following:

Description	Location	Quantity
AVI readers	3 rd & State St. entry/exit	4 each
Directional lighted signs (IN/OUT)	3 rd & State St. entry/exit	6 each
Aluminum folding gates	3 rd & State St. entry/exit	4 each
Entry terminal	3 rd & State St. entry/exit	2 each
Exit terminal w/ pay options	3 rd & State St. entry/exit	2 each
Vehicle detection loop	3 rd & State St. entry/exit	8 each
AVI readers	Broad St. & 3 rd entry/exit	4 each
Bi-directional lighted signs (IN/OUT)	Broad St. & 3 rd entry/exit	6 each
Aluminum folding gates	Broad St. & 3 rd entry/exit	4 each
Entry terminal w/ ticket dispenser	Broad St. & 3 rd entry/exit	2 each
Exit terminal w/ pay options	Broad St. & 3 rd entry/exit	2 each
Vehicle detection loop	Broad St. & 3 rd entry/exit	8 each
AVI readers	Rhodes Garage entry/exit	2 each
Aluminum folding gates	Rhodes Garage entry/exit	2 each
Intercom (2-way communication)	Rhodes Garage entry/exit	2 each
Vehicle detection loop	Rhodes Garage entry/exit	4 each
Vehicle detection loop	Green level down ramp - north	2 each
Vehicle detection loop	Yellow level down ramp - north	2 each
Vehicle detection loop	Blue level down ramp - north	2 each
Vehicle detection loop	Green level down ramp - south	2 each
Vehicle detection loop	Yellow level down ramp - south	2 each
Vehicle detection loop	Blue level down ramp - south	2 each
Vehicle detection loop	Green level down ramp - north	2 each
Vehicle detection loop	Yellow level down ramp - north	2 each
Vehicle detection loop	Blue level down ramp - north	2 each
Vehicle detection loop	Green level down ramp - south	2 each
Vehicle detection loop	Yellow level down ramp - south	2 each
Vehicle detection loop	Blue level down ramp - south	2 each
POF unit	Rhodes tunnel entrance	1 each
POF unit	Statehouse employee entrance	1 each
POF unit	Broad St. & High St. entrance	1 each
POF unit	State St. & High St. entrance	1 each
POF unit	Huntington tunnel entrance	1 each
POF unit	Statehouse visitor entrance	1 each

ATTACHMENT 2

Abbreviation Table

- IBC – International Building Code
- ADA – American Disability Act
- ANSI – American National Standards Institute
- TIA – Telecommunications Industry Association
- UL – Underwriters Lab
- NFPA – National Fire Protection Agency
- IP – Ingress Protection
- EMV – Europay Mastercard Visa
- PCI – Payment Card Industry Security Standards Council
- PA-DSS – Payment Application Data Security Standards
- UPS – Uninterruptible Power Supply
- AVI – Automatic Vehicle Identification
- LPR – License Plate Readers
- NFC – Near Field Communication

ATTACHMENT 3 Evaluation of Proposals

TABLE 1 - SCORING BREAKDOWN

Criteria	Maximum Available Points
Proposal Technical Requirements	1,005 Points
Proposal Cost	660 Points
Maximum Available Points	1,665 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

CSRAB will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 2. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 2 – TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0 to 5)	Extended Score
I. Offeror Only Profile			
1. Offeror Profile (use form: Attachment Five A)	6		
2. Contractor Technical Capability: Experience with similar size and scope of PARCS systems, expertise with current PCI credit card processing standards; design, installation, and commissioning of installed equipment, hardware and software. Technician certifications, brand experience and service capabilities.	12		
II. Offeror and Subcontractor Prior Projects (use forms: Attachments Five B through D)			
1. Parking Garage Control & Payment Equipment-specific prior projects, including data systems, network/servers, credit card payment and processing, POF stations/systems, QR/barcoding detection loops, status signs and ticketing.	12		

2. Parking Garage Construction-specific prior projects, including structure modifications, concrete work, signage, etc.	12		
3. Electrical service-prior garage PARCS equipment installation projects including 120/240 VAC, data and telecommunications cabling, signaling controls, etc.	9		
4. Telecommunications service – prior garage PARCS equipment installation projects including VoIP integration, direct two-way communication, programming, etc.	6		
5. Overall prior PARCS projects are within the scope of functionality for this project.	12		
6. Prior PARCS project performance – Projects were delivered on time per schedules and within budget	12		
III. Offeror Staffing Plan			
1. Key Offeror personnel (use forms Attachment Seven A through C)	9		
2. Overall Staffing Plan meets project requirements	3		
IV. Work Plan			
1. Work Plan is well organized	3		
2. Work Plan demonstrates a clear understanding of the project requirements	6		
3. Work Plan provides a clear schedule of events to complete the work from the design through commissioning	6		
4. Overall Work Plan clearly defines and lists all deliverables	9		
5. Overall Work Plan meets project requirements	9		
6. Installation Lead Time (Wks): Lower proposed lead time will receive higher score	9		
V. Product Features			
1. Demonstrated products, fully integrated software, and equipment is compliant with the most recent PCI credit card processing standards, and is fully supported and updatable for future changes in requirements	12		
2. Demonstrated products and fully integrated software has full technical support available and is fully updateable	18		
3. Demonstrated Reliability/Warranty/Service Features: Meets Reliability/Warranty and service requirements as stated in the specifications. Other durability factors such as corrosion resistance, materials, construction, and additional warranty length, etc. may be considered.	18		
4. Demonstrated PARCS product/system meets all stated objectives	18		

Total Technical Score: _____

COST PROPOSAL POINTS. Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. CSRAB will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Available Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Project Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Available Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum available points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion.

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score _____

ATTACHMENT 4
Cost Summary Form

Description	Cost
A. Completion of all design and plans including the following: 100% Design Development, CSRAB review and approval, plans approved	\$
B. Mobilization, prep work, and preliminary/minor demolition completion	\$
C. Major demolition and construction completion	\$
D. Project completion – including but not limited to the following: <ol style="list-style-type: none"> 1. Completion of PARCS solution for Ohio Statehouse parking garage with a new fully integrated system; and, CSRAB inspection and acceptance. All Equipment shall be delivered, installed, tested, and ready for immediate service. 2. Project completion shall include all other specifications and requirements, including but not limited to all work, materials, equipment, labor, permits, logistics (including demobilization), warranties, preventative maintenance, and training. 3. CSRAB walk-through and punch list inspection/acceptance is complete 4. Project is to be completed within the accepted or agreed-upon time after purchase order is received by Contractor. 	\$
E. The Offeror shall provide a preventative maintenance plan of an additional 4 years beyond the initial comprehensive preventative maintenance period (Annual Cost).	\$
F. The Contractor shall maintain the hosted and onsite server, including the operating system, PARCS application software, and appropriate anti-malware software, to provide a fully operational and secure PARCS server solution. Annual pricing will apply beyond the included first year, after initial system installation.	\$
G. The Contractor shall provide all necessary updates for the operating system, PARCS application software, and appropriate anti-malware software to provide a fully operational PARCS server solution. Annual pricing will apply beyond the included first year, after initial system installation.	\$
Item A Item B Item C Item D Item E multiplied by 4 Item F multiplied by 4 + Item G multiplied by 4 Total Project Cost	
TOTAL PROJECT COST	\$

Description	Cost
The Contractor shall provide an option to extend the comprehensive warranty on all parts, electronics, and software for an additional 2 years.	
ANNUAL COST	\$ /year

All costs must be in U.S. Dollars.
The CSRAB will not be responsible for any costs not identified.
There will be no additional reimbursement for travel or other related expenses

ATTACHMENT FIVE A
Offeror Profile Form

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of employees directly involved in tasks directly related to the work:
Additional Background Information:		

ATTACHMENT FIVE B
Offeror Prior Project Form

Customer Company Name:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachments Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE C
Offeror Prior Project Form

Customer Company Name:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachments Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields may lead to the rejection of the Offeror’s Proposal.

ATTACHMENT FIVE D
Offeror Prior Project Form

Customer Company Name:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachments Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields may lead to the rejection of the Offeror’s Proposal.

ATTACHMENT SIX
Offeror References

Three (3) professional references who have received services from the Offeror in the past five (5) years.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):	
Description of project size, complexity, and the Offeror's role in the project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):	
Description of project size, complexity, and the Offeror's role in the project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):	
Description of project size, complexity, and the Offeror's role in the project.			

Capitol Square Review and Advisory Board

STANDARD TERMS & CONDITIONS – PART I

- I. **DEFINITIONS** – The Following definitions are applicable to all components of the Contract:
- A. **Acceptance:** Approval and retention by the CSRAB of any products, supplies, services or other Deliverables, delivered to fulfill Contract requirements.
 - B. **Default:** The omission or failure to perform any obligation under this Contract.
 - C. **Deliverable:** Any Contractor-provided products, supplies, services, work, or product described in the quotation, proposal, and/or Contract documents.
 - D. **State:** The State of Ohio.
 - E. **Time and Materials Contract:** A contract in which Contractor is paid the following: (1) an hourly rate for labor actually performed; and (2) if applicable and with prior approval by the CSRAB, for the cost of the materials or supplies actually used by the Contractor. Such rates and costs shall be established through Contractor's submission of a price sheet, written quote, estimate, or invoice, as approved by the CSRAB. Hourly rates may include wages, overhead, general and administrative expenses, and reasonable profit. Materials or supplies may include the Contractor's direct and indirect costs attributable to the work performed.
- II. **REGULATORY CONTRACT REQUIREMENTS**
- A. **ANTITRUST.** The CSRAB and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the CSRAB. The Contractor therefore assigns to the CSRAB all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
 - B. **APPROPRIATION OF FUNDS.** The CSRAB's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly or any third party that is providing funding fails at any time to continue funding for the payments or any other obligations due by the CSRAB under this Contract, the CSRAB will be released from its obligations on the date funding expires. If appropriations are approved, the CSRAB may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the CSRAB are subject to Section 126.07 of the Ohio Revised Code.
 - C. **CAMPAIGN CONTRIBUTIONS.** The Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.
 - D. **COMPLIANCE WITH LAW.** The Contractor must comply throughout the duration of the Contract with all applicable federal, state, and local laws; Executive Orders; and CSRAB policies while performing under this Contract.
 - E. **CONFLICT OF INTEREST/ETHICS.** The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. The Contractor further represents, warrants, and certifies that neither the Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.

- F. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.
- G. DEBARMENT.** The Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.
- H. DRUG-FREE WORKPLACE.** The Contractor agrees to comply with all applicable Ohio and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on CSRAB or State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.
- J. FINANCIAL TRANSACTION DEVICES.** Contractor understands and agrees that financial transaction devices, including credit cards, debit cards, charge cards, prepaid and stored value cards, are at all times governed by R.C. 113.40. Section 113.40 also applies to electronic settlement of payments by such financial transaction devices or methods. Contractor, its agents, subcontractors, or assigns are governed by the requirements set-forth in R.C. 113.40 and shall only utilize services in conformance with R.C. 113.40. At no time during the Contract term shall Contractor utilize a financial transaction device settlement process not approved pursuant to R.C. 113.40.
- K. GOVERNING LAW.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- L. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of the CSRAB. The Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, the Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the CSRAB to any public employee retirement system.

The Contractor acknowledges and agrees that any individual providing personal services under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless the Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the Contractor shall have any individual performing services under the Contract complete and submit to the following email address: submittals@ohiostatehouse.org, the Independent Contractor/Worker Acknowledgement form found at the following link: <https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>. The Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement at the time Contractor executes this Contract shall serve as the Contractor's certification that the Contractor is a "business entity" as the term is defined in Section 145.037 of the Ohio Revised Code.

M. NONDISCRIMINATION OF EMPLOYMENT. The Contractor agrees that the Contractor, any subcontractor, and any person acting on behalf of the Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, genetic information, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work. The Contractor further agrees that the Contractor, any subcontractor, and any person acting on behalf of the Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the work on account of race, color, religion, sex, sexual orientation, age, genetic information, disability, military status, national origin, or ancestry.

N. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. The Contractor affirms to have read and understood Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in this Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

O. REGISTRATION WITH THE SECRETARY OF STATE. The Contractor certifies that it is either:

1. A company that is properly registered with the Ohio Secretary of State; or
2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
3. Exempt from the registration requirements of the Ohio Secretary of State.

P. TAXES. Pursuant to Section 5739.02 of the Ohio Revised Code, the CSRAB is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.

Q. TRADE. Pursuant to Section 9.76(B) of the Ohio Revised Code, the Contractor warrants that the Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

III. CONTRACT CONSTRUCTION

A. ASSIGNMENT/DELEGATION. The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the CSRAB. Any assignment or delegation not consented to may be deemed void by the CSRAB.

B. BINDING EFFECT. Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

C. CONTRACT AMENDMENTS/WAIVER.

1. **AMENDMENTS.** No change to any provision of this Contract will be effective unless it is in writing and signed by the parties to the Contract. However, the CSRAB may document

non-material changes in writing and provide notice to the Contractor. Unless specifically provided otherwise in this Contract or agreed to in writing by the CSRAB, no terms or conditions included on a Contractor's quote or ordering document will be valid or enforceable against the CSRAB and are specifically excluded from this Contract. Further, no "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No CSRAB employee has the authority to modify, amend, or supplement this Contract through electronic means.

2. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.
- D. **COUNTERPARTS.** This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- E. **DAYS.** When this Contract refers to "days," it means calendar days, unless it expressly provides otherwise.
- F. **HEADINGS.** The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- G. **INJUNCTIVE RELIEF.** Nothing in this Contract is intended to limit the CSRAB's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
- H. **LANGUAGE CONSTRUCTION.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- I. **NOTICES.** Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses set forth on the signature page of this Contract. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- J. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between these Standard Terms and Conditions and any provision incorporated by reference or included by the Contractor, these Standard Terms and Conditions will prevail.
- K. **PUBLICITY.** The Contractor shall not do the following without prior, written consent from the CSRAB:
 1. Advertise that the Contractor is doing business with the CSRAB;
 2. Use this Contract as a marketing or sales tool; or
 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any CSRAB- or State-owned property, application, or website, including any website hosted by the Contractor or a third party.

L. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

M. **SUBCONTRACTING.** The CSRAB recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the CSRAB. If any change occurs during the term of the Contract that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the CSRAB. The CSRAB reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Contract. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

N. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Contract. In addition, to the extent necessary to carry out the purpose of this Contract, all other terms, conditions, representations or warranties contained in this Contract will survive the expiration or termination of this Contract.

O. **TERM OF CONTRACT.** The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of: (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium unless continued by the CSRAB. Notwithstanding the foregoing, the expiration or early termination of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the CSRAB paid for or ordered before the expiration or termination, or limit the CSRAB's rights in such, including any warranty services, licensed material, paid subscriptions, the support or maintenance thereof, or other services.

This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the CSRAB. The CSRAB will issue a notice to the Contractor if the CSRAB decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

IV. **ORDER AND PAYMENT PROVISIONS**

A. **CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS.** None of the duties or obligations of this Contract are binding on the CSRAB, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:

1. All statutory provisions under the Ohio Revised Code have been met.
2. All necessary funds have been made available by the CSRAB.
3. If required, the Director of the Office of Budget and Management has signed off on the purchase in accordance with Section 126.14 of the Ohio Revised Code.
4. If applicable, an official CSRAB Purchase Order has been issued from the CSRAB, which is certification that the above requirements have been met.

B. CONTRACT ORDERS. If Contractor's quote or ordering document contains or incorporates by reference any terms or conditions other than a description of the goods or scope of services and the prices for those goods and/or service, those terms or conditions are excluded from this Contract and are of no effect.

C. INVOICE REQUIREMENTS. Contractor must submit proper invoices pursuant to Ohio Administrative Code 126-3-01(A)(5) in the office designated to receive the invoice. The Contractor will only be compensated for Deliverables accepted by the CSRAB.

To constitute a proper invoice, the invoice must include the following:

1. The purchase order number authorizing the delivery of supplies or services;
2. CSRAB Contract Number if applicable;
3. CSRAB name;
4. CSRAB billing address;
5. Delivery location of supplies or services;
6. Contractor name;
7. Contractor address;
8. Contractor's unique invoice number
9. Date that services were provided or supplies were delivered;
10. Itemization of supplies or services provided, including cost;
11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
12. For Time and Materials Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and;
13. Clear statement of total payment expected.

D. PAYMENT DUE DATE AND PROESS. Unless otherwise stated in this Contract and in accordance with Section 126.30 of the Ohio Revised Code, payments under this Contract will be due on the 30th calendar day after the date of after actual receipt by the CSRAB of a proper invoice pursuant to Ohio Administrative Code 126-3-01(A)(5) in the office designated to receive the invoice. The date payment is issued by the CSRAB will be considered the date payment is made. Payment of an invoice by the CSRAB will not prejudice the CSRAB's right to object to or question that or any other invoice or matter in relation thereto. The CSRAB's preferred method of payment is by electronic funds transfer. However, the CSRAB may also make payment by CSRAB payment card or by warrant issued by the Auditor of State. At the time of Contract award, Contractor must be able to accept all forms of payment from the CSRAB.

E. REIMBURSABLE EXPENSES. The CSRAB will not pay reimbursable expenses unless specifically identified in the Contract. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable.

F. TRAVEL. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The CSRAB will pay for any additional travel that it requests only with prior written approval. The CSRAB will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.

V. LIABILITY PROVISIONS

A. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that:

1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract, and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Contractor's standard business practices.

4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Contractor has the right to enter into this Contract.
7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
8. The Contractor will observe and abide by all applicable laws, rules, and regulations, including those of the CSRAB regarding conduct on any premises under the CSRAB's or the State's control.
9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the CSRAB.
10. The Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the CSRAB.
11. The Contractor has not and will not enter into any contracts without written approval of the CSRAB to perform substantially identical services for the CSRAB such that the Project duplicates the work done or to be done under other contracts.

The Contractor must notify the CSRAB in writing immediately upon the discovery of any breach of the warranties given above, or if any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the CSRAB for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Contractor shall be a minimum of one (1) year or the Contractor's standard warranty, whichever is longer.

- B. INDEMNIFICATION.** The Contractor agrees to indemnify the CSRAB and the State of Ohio for all liability and expense arising out of the performance of this Contract, provided that such liability or expense is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent cause by the negligence or willful misconduct of the CSRAB, its employees, other contractors, or agents.

The Contractor must indemnify the CSRAB and the State of Ohio for all liability and expense resulting from the unauthorized disclosure or loss of CSRAB or State data, including personally identifiable information and CSRAB or State sensitive information. Damages resulting from the unauthorized disclosure or loss of CSRAB or State data shall be considered direct damages under this Contract and include, but are not limited to, the following: (i) expenses for legally required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the CSRAB or the State; (iv) costs to the CSRAB or the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (v) mitigation measures, including twelve (12) months of credit monitoring for individuals impacted by a disclosure; (vi) costs to the CSRAB or the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the CSRAB or the State as a result of the unauthorized disclosure or loss of CSRAB or State data.

The Contractor must also indemnify, release, protect, and hold the CSRAB and the State of Ohio harmless from any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the CSRAB's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the CSRAB has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim

that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions within an acceptable timeframe:

1. Modify the Deliverable so that the Deliverable is no longer infringing;
2. Replace the Deliverable with an equivalent or better item;
3. Acquire the right for the CSRAB to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee the CSRAB paid for such Deliverable and any other affected Deliverable.

The CSRAB agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General.

Any provisions of Contractor-prepared terms and conditions requiring the CSRAB or State of Ohio to indemnify and/or hold harmless or pay attorney's fees to Contractor do not meet the requirements of state law and shall be considered stricken.

C. LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Contract, the parties agree as follows:

1. **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF DAMAGES.**
2. **NOTWITHSTANDING ANY OTHER LIMITATION PROVISIONS, THE CONTRACTOR AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT LOSS OR DAMAGES DUE TO THE NEGLIGENCE OR OTHER TORTIOUS CONDUCT OF THE CONTRACTOR UNDER THIS CONTRACT.**
3. **ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS CONTRACT ARE CONSIDERED STRICKEN AND OF NO FORCE AND EFFECT.**

D. PRODUCT RECALL. In the event that a product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Contractor shall notify the CSRAB within two (2) business days after notice has been given. The Contractor shall, at the option of the CSRAB, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the CSRAB. At the option of the CSRAB, the Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery and Acceptance to actual removal. The Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a Default.

VI. PERFORMANCE AND COMPLIANCE

A. CONTRACT REMEDIES.

1. **Actual Damages.** The Contractor is liable to the CSRAB for all actual and direct damages caused by the Contractor's Default. The CSRAB may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor. The CSRAB may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by the Contractor's Default.

2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the CSRAB may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the Default, for every day that the Default is not cured by the Contractor.

3. **Right to Withhold or Offset.** The CSRAB may withhold payment or set off the amount of any Ohio tax liability, liquidated damages or other damages or claims for damages, or other obligation of the Contractor or its subsidiaries to the CSRAB, including any amounts the Contractor owes to the CSRAB under this Contract against any payments due to the Contractor under this Contract.

B. **CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract, including any software modifications, and documentation, will belong to the CSRAB with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the CSRAB. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the CSRAB with all assistance reasonably needed to vest such rights of ownership in the CSRAB. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the CSRAB a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and otherwise distribute all Pre-existing Materials that are incorporated in any custom developed Deliverable, including distribution to third parties as required by funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must disclose that desire to the CSRAB and obtain written approval from the CSRAB for doing so in advance. On the request of the Contractor, the CSRAB will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the CSRAB makes of that Deliverable. Subject to the limitations and obligations of the CSRAB with respect to Pre-existing Materials, the CSRAB may make all custom Deliverables available to the general public without any proprietary notices of any kind.

C. **F.O.B. DESTINATION/ACCEPTANCE.** The Contractor must provide Deliverables under this Contract F.O.B. Destination. The place of destination will be specified on the CSRAB purchase order or other ordering document. Cost of the freight must be borne and paid by the Contractor unless otherwise stated.

All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the CSRAB. Unless otherwise provided in this Contract, the CSRAB will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract. Title to any Deliverables will pass to the CSRAB on Acceptance of the Deliverable.

D. **FORCE MAJEURE (EXCUSABLE DELAY).** Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the CSRAB or the Contractor cannot perform any part of its obligations under this Contract because of force majeure, that party is excused from those obligations to the extent that

performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information regarding the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide performance time not to exceed the time lost as a result of the force majeure event.

E. QUALITY ASSURANCE. At the option of the CSRAB, samples may be taken from deliveries made and submitted for laboratory tests. The CSRAB will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the terms and conditions of the Termination/Suspension provision of this Contract will be applied.

F. RECORD KEEPING. During performance of this Contract and for a period of three (3) years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to the CSRAB as the CSRAB may reasonably require.

G. RETURNED GOODS. When the use of this Contract involves the purchase of goods, the following applies:

1. Returned goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.), shall be returned to the Contractor at the Contractor's expense. The Contractor shall make arrangements to remove the returned goods from the Ohio Statehouse premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the CSRAB. At the option of the CSRAB, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the CSRAB will dispose of accordingly.
2. For orders of custom manufactured items, the Contractor must provide a production sample of the item to the CSRAB for Acceptance. The production sample must be identical to the item to be provided. The CSRAB will provide written Acceptance of the item prior to the Contractor continuing with production. Once delivery and Acceptance has been completed and the CSRAB determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the CSRAB will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
3. Returned goods of regular catalog stock merchandise, when due to CSRAB error (i.e. over-purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the CSRAB within six (6) months of delivery and Acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. Return of regular stock catalog merchandise, when delivery and Acceptance exceed six (6) months will be at the option of the Contractor.

H. TERMINATION/SUSPENSION. The CSRAB may, at any time prior to completion of the Work, suspend or terminate this Contract with or without cause by giving written notice to Contractor. In

the event that the Work includes divisible services, the CSRAB may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.

Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the CSRAB, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting therefrom, and any other matters the CSRAB requires.

Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by the CSRAB for which Contractor has not rendered services shall be refunded.

In the event this Contract is terminated prior to completion of the Work, Contractor shall deliver to the CSRAB all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become, and remain the property of, the CSRAB, to be used in such manner and for such purpose as the CSRAB may choose.

Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the CSRAB by reason of any suspension or termination.

Contractor may terminate this Contract upon sixty (60) days' prior written notice to the CSRAB.

- I. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract. The Contractor must deliver Deliverables and meet milestones as required by the Contract or coordinate an acceptable date and time for delivery with the CSRAB. If the Contractor is not able to or does not provide the Deliverables to the CSRAB or meet milestones by the date and time set forth in the Contract or agreed upon by the parties, the CSRAB may obtain any remedy as described herein or any other remedy at law.

VII. DATA AND INFORMATION CONTROL

- A. **CONFIDENTIALITY.** The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Contract. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other contractors or potential contractors with the CSRAB, or individuals or organizations about whom the CSRAB keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Contract and may not use or disclose any Confidential Information received as a result of this Contract without the written permission of the disclosing party. The Contractor must assume that all CSRAB or State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the CSRAB, or individuals or organizations about whom the CSRAB keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Contract, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receive of the order; and
 - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization who have a need to know the Confidential Information to perform under this Contract.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Contract. Upon request, the Contractor must provide certification or written confirmation to the CSRAB of such return or destruction of the Confidential Information.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Contract. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party shall be entitled to temporary and permanent injunctive relief to enforce this Contract without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Contract, including all terms and conditions, pricing, and attachment or exhibits, is not Confidential Information.

- B. PUBLIC RECORDS AND RETENTION OF DOCUMENTS.** The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the CSRAB determines that, pursuant to CSRAB, state, or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the CSRAB to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

- C. **SECURITY AND SAFETY RULES.** When using or possessing CSRAB or State data or accessing CSRAB or State networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable CSRAB and State rules, policies, and regulations regarding CSRAB-provided IT resources, data security, and integrity. When on any property owned or controlled by the CSRAB or the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

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SPECIAL TERMS & CONDITIONS – PART II

I. SCOPE OF SERVICES

- A. **Work to Be Performed.** The Request for Proposal (RFP) (including attachments and any subsequent CSRAB-issued addenda); Contractor's proposal; and written, authorized addenda to the Contractor's proposal are a part of this Contract and describe the work the Contractor will perform and any materials the Contractor will deliver under this Contract (the "Project"). The Contractor will carry out the Project in a professional, timely, and efficient manner. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The CSRAB seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed ("Total Project Cost") fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the CSRAB are included in the Project and the Total Project Cost fixed price.

II. CONTRACT CONSTRUCTION

- A. **Merger.** This Contract consists of Part I, CSRAB Standard Terms and Conditions; Part II, Special Terms and Conditions; the RFP; Contractor's proposal as amended, clarified, and accepted by the CSRAB; any materials incorporated by reference in the above documents; and any purchase orders and change orders issued under the Contract (collectively, the "Contract"). This Contract consists of the entire agreement between the CSRAB and Contractor.
- B. **Conflict between Contract Parts.** In the event of any conflict or ambiguity between the Contract documents, the order of precedence is as follows:
1. Part II, Special Terms and Conditions
 2. Part I, CSRAB Standard Terms and Conditions
 3. RFP
 4. Contractor's proposal as amended, clarified, and accepted by the CSRAB
 5. The documents and materials incorporated by reference in the Contractor's proposal.

III. COMPENSATION

- A. **Payment.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the not-to-exceed ("Total Project Cost") amount in the RFP without the prior, written approval of the CSRAB and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

If the CSRAB has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the CSRAB for that amount at the end of the 30 calendar days as a non-exclusive remedy for the CSRAB. On written request from the Contractor, the CSRAB will

provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to any information the CSRAB has regarding the problem.

B. Reimbursable Expenses. There shall be no reimbursable expenses permitted under this Contract.

IV. WORK RESPONSIBILITIES

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

D. Project Lead and Coordination. The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the CSRAB Contact who has been identified in the RFP. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the designated CSRAB project representative any issues, recommendations, and decisions related to the Project.

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the CSRAB in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. In no event will the CSRAB be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the CSRAB and the Contractor has complied with the requirements of this section. Provided the CSRAB has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

F. Licenses and Permits. The Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Project and maintaining them throughout the duration of this Contract.

V. INSURANCE

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

1. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor shall also maintain employer's liability insurance with at least a \$1,000,000 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy

shall designate the State of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

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

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

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
 4. Professional Liability Insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the CSRAB with proof of continuous coverage at the time the policy is renewed. If, for any reason, the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.
- B. The Contractor must provide certificates for Workers' Compensation and proof of insurance. The certificate(s) must be in a form that is reasonably satisfactory to the CSRAB as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

VI. LEGAL AND REGULATORY COMPLIANCE

- A. **Domestic Steel Use Requirements.** DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM THE OFFICE OF THE CSRAB.
- B. **Prevailing Wage.** This Contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code, and the Contractor and all subcontractors shall comply with all provisions contained therein. The prevailing wage scale, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau is attached to and becomes a part of this Contract. Upon award of a contract by the CSRAB, Contractor and all of his subcontractors guarantee that the prevailing wage for the area, to include any adjustments thereto, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau will apply to any workman assigned by him or all of his subcontractors to this Project. The failure of the Contractor and/or any subcontractors to pay prevailing wages on this Project shall be considered a breach of contract.
- C. **Safety.** All Work must be performed in compliance with the Occupational Safety and Health Act ("OSHA") and any revisions thereto. All required PPE, LOTO, fall arrest systems, hot work compliance and equipment operating licensing will be the sole responsibility of the Contractor, as required by OSHA and local regulations. Any citations issued by OSHA shall be the responsibility of the Contractor.

VII. HANDLING OF THE STATE'S DATA

- A.** The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CSRAB and State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:
1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
 2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
 3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
 4. Maintain appropriate identification and authentication process for information systems and services associated with CSRAB and State data.
 5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CSRAB and State data.
 6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold CSRAB and State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive CSRAB and State data, such as personally identifiable data.

Unless the CSRAB instructs the Contractor otherwise in writing, the Contractor must assume all CSRAB and State data is both confidential and critical for CSRAB operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the CSRAB and State's data, as well as attacks on the Contractor's infrastructure associated with the CSRAB and State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the CSRAB and State's data.

The Contractor must use appropriate measures to ensure that the CSRAB and State's data is secure before transferring control of any systems or media on which CSRAB or State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan

must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the CSRAB and State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the CSRAB and State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the CSRAB and State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the CSRAB or State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the CSRAB and State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography."

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with CSRAB and State data and must report any loss or theft of such to the CSRAB in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving CSRAB or State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access CSRAB or State data or the infrastructure associated with CSRAB or State data.

In case of an actual security breach that may have compromised CSRAB or State data, including but not loss or theft of devices or media, the Contractor must notify the CSRAB in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the CSRAB and State to mitigate the consequences of such a breach. This includes any use or disclosure of the CSRAB or State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the CSRAB full access to the details of the breach and assist the CSRAB in making any notifications to potentially affected people and organizations that the CSRAB deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the CSRAB on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of CSRAB or State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

VIII. SPECIFIC REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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

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

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

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

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

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

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

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

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

IX. ACCEPTANCE AND MAINTENANCE

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

[CONTRACTOR]

Authorized Signature

Printed Name

Title

Date

Address

City, State, Zip

CAPITOL SQUARE REVIEW AND ADVISORY BOARD

Authorized Signature

Printed Name

Title

Date

Address

City, State, Zip

EXHIBIT I

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____