

# REQUEST FOR PROPOSAL 21-103

**DATE ISSUED: 04/06/2021**

The state of Ohio, through the Ohio Department of Public Safety (ODPS) Ohio Emergency Management Agency (OEMA) is requesting a proposal for:

## **A new telephone system at the Ohio Department of Public Safety/OEMA Site Complex, 2855 West Dublin-Granville Road, Columbus, Ohio 43235**

You are invited to submit a proposal for a new telephone system described in this document.

Signed electronic proposal must arrive by **3:00 p.m. May 14, 2021**.

Send to:

Ronald Wehner  
Chief, Procurement Services  
Ohio Department of Public Safety  
1970 W. Broad St., 5th Floor  
Columbus, Ohio 43223

**Signed Electronic Proposals will be accepted at [vltran@dps.ohio.gov](mailto:vltran@dps.ohio.gov) and cc [rjwehner@dps.ohio.gov](mailto:rjwehner@dps.ohio.gov).**

### **ODPS is not responsible for electronic / technical difficulties in the submission of proposals.**

ODPS will reject any proposals received after the deadline. An offeror that mails their proposals must allow for adequate mailing time to ensure its timely receipt. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

### **Faxed Proposals will not be accepted.**

This REQUEST FOR PROPOSAL (RFP) also provides the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the proposal of the Offeror.

#### **Estimated Schedule:**

RFP Release	April 06, 2021
Inquiry Period Begins	April 06, 2021
Inquiry Period Ends	May 12, 2021 at 8:00 a.m. EST
RFP opening	May 14, 2021 at 3:00 p.m. EST
Evaluations / Interviews Conducted	May 19 through April 26, 2021
Anticipated Award Date	May 28, 2021
Registration for Site Visit/Conference Call ends	April 19, 2021 at 3:00 p.m. EST
Site Visit/Conference Call	April 21, 2021 at 9:00 a.m. EST

## **Mandatory Content of RFP Response:**

### **RFP Response Cover Letter:**

The Offeror must HAND SIGN AND DATE THE RFP COVER LETTER IN BLUE INK before submitting the proposal. The RFP cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted proposal.

### **Proposal /Cost Summary:**

Offerors will complete the Proposal/Cost Summary form/table found in Attachment 1 and identify all resources and costs associated with performing the work.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's proposal. Offerors may attached technical specifications and other pertinent information in response to the requirements of this RFP.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price proposal. Completed Cost Table forms are to be provided when the proposals are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFP (Attachment 1) and the Offeror must identify all costs associated with performing the work.

### **Inquiries:**

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

- Access the State's Procurement Website at <http://procure.ohio.gov/>;
- From the Quick Links menu on the right, select "**Bid Opportunities Search**";
- In the "**Document/Bid Number**" field, enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Select "**Request for Proposals**" from the Opportunity Type dropdown;
- Click the "Search" button;
- On the Opportunity Search Results page, click on the hyperlinked Bid Number;
- On the Opportunity Details page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective Offerors representative who is responsible for the inquiry,
  - Name of the prospective Offeror,
  - Representative's business phone number, and
  - Representative's email address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this RFP,
  - The heading for the provision under question, and
  - The page number of the RFP where the provision can be found; and
- Enter the Confirmation Number at the bottom of the page
- Click the "Submit" button.

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

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

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

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

**Intentions:**

It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the proposal.

If the State decides to revise this RFP before the response due date, addenda will be posted to the State of Ohio Procurement Website:

<http://www.ohio.gov/procure>

**\*\*Intentionally Left Blank\*\***

## Exhibit 1

### Scope of Work

The purpose of this request is to establish pricing for a new telephone system at the Ohio Department of Public Safety (ODPS) / Ohio Emergency Management Agency (OEMA), 2855 West Dublin-Granville Road, Columbus, Ohio 43235, in accordance with the specifications, requirements, and terms and conditions listed below. The Independent Contractor shall furnish all labor for installation, equipment, materials, incidental items, and training necessary to fulfill the requested new telephone audio recording system.

#### 1. General Requirements

At a minimum, the Independent Contractor shall provide the requirements below in order to meet the qualifications of this RFP. Failure to provide details on how the Offeror's solution meets the requirements in their response to this RFP may result in disqualification of the Offeror's proposal.

- **Replacement of current CS 1000M-MG on release 6 (serial number Z00283) and all associated required licenses (e.g. ACD, phone sets digital and analog etc...) with current industry standards.**
- **Replacement of current Call Pilot 201i on release 5 voice mail Network Message Service (NMS) or equivalent. Current system has 330 voice seats, 20 voice channels, 110 desktop seats, 100 fax seats, and 4 fax channels with NMS features. New system must maintain these capabilities.**
- **Replacement of current digital phone sets (e.g. M3904, M2616) with new sets compatible with new system. (note: we will be reusing our current analog sets).**
- **Survey and backup, of all current set-ups/configurations of PBX/voice mail, including its' current features, licensing requirements, trunk data, dialing plans, 911 service, and all other associated capabilities.**
- **Requirements for and assistance with set-up of networks for administration and any other internal or external purpose/use.**
- **Installation and configuration of new system/systems, as well as test and turn-up.**
- **System must be compatible with existing cabling/wiring that terminates to PBX and 110 block (25 pair)**
- **Training (Administrator) on all associated administration functions, including PBX, voicemail, report generation, call detail reports (CDR), phone sets, etc...**
- **Two year service contract to cover hardware and system administration support (after the initial warranty period).**
- **Minimum of one year warranty.**
- **Vendor provided project management during installation and training**
- **Vendor provided Manuals and Training Documentations**

Proper safety equipment is mandatory for all work performed at the Ohio Emergency Management Agency (OEMA) Facility.

#### 2. Equipment Requirements

Equipment shall be provided according to the specifications of this scope of work for the OEMA Facility and is covered below. Differences between equipment shall be identified following the listing of specifications.

The contractor shall provide equipment for the following:

- a) Replacement of current CS 1000M-MG on release 6 (serial number Z00283) and all associated required licenses (e.g. ACD, phone sets digital and analog etc...) with current industry standards.
- b) Replacement of current Call Pilot 201i on release 5 voice mail Network Message Service (NMS) or equivalent. Current system has 330 voice seats, 20 voice channels, 110 desktop seats, 100 fax seats, and 4 fax channels with NMS features. New system must maintain these capabilities.

- c) Replacement of current digital phone sets (e.g. M3904, M2616) with new sets compatible with new system. (note: we will be reusing our current analog sets).

### 3. Software Requirements

Vendor to provide all required licensing for telephone system and operational software if applicable.

- a) Licensing for all essential applicable telephone and operational software.
- b) Training (Administrator) on all associated administration functions, including PBX, voicemail, report generation, call detail reports (CDR), phone sets, etc...
- c) Vendor provided Manuals and Training Documentations.

### 4. Installation Requirements

Vendor to provide On-site installation at OEMA location.

- a) Survey and backup, of all current set-ups/configurations of PBX/voice mail, including its' current features, licensing requirements, trunk data, dialing plans, 911 service, and all other associated capabilities.
- b) Requirements for and assistance with set-up of networks for administration and any other internal or external purpose/use.
- c) Installation and configuration of new system/systems, as well as test and turn-up.
- d) System must be compatible with existing cabling/wiring that terminates to PBX and 110 block (25 pair)
- e) Vendor to provide Project Management to oversee all aspects of project.
- f) Vendor to provide all labor for OEMA On-Site Installation.

### 5. Qualification Requirements

To qualify for consideration, the Vendor must provide in the response to this RFP the following qualifying requirement of proof of experience for this solicitation: (including: clients, dates, timeline, scope, capacity, and equipment)

- a) The supplier must have a minimum of at least five(5) years of experience in installation and servicing of projects of similar scope and capacity. Please provide examples in RFP response.
- b) The supplier shall provide specific information in regards to have successfully completed a minimum of two (2) installation projects of similar scope and capacity in the last two (2) years.
- c) The supplier shall provide two (2) client references of similar project and contact information for DPS verification
- d) The supplier shall submit a list of qualified personnel in its staffing plan that will be working on this project, their positions and duties and their experience and background. Each member must have a minimum of one (1) year of experience within the last five (5) years with implementing a phone system.
- e) The supplier shall submit a project plan with specific milestone deliverables for ODPS approval.
- f) The Contractor's Solution (if applicable) must comply with State Security and Privacy policies and standards. For purposes of convenience, a compendium of links to this information is provided in the Table below.

Item	Link
Statewide IT Standards	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx</a>

Statewide IT Bulletins	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx</a>
IT Policies and Standards	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx</a>
DAS Standards (Computing and Security)	100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management) <a href="http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASpolicies/tabid/463/Default.aspx">http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASpolicies/tabid/463/Default.aspx</a>

## 6. Warranty and Training Requirements

Vendor to provide the following.

- a) Minimum of one year warranty
- b) One-Year (9-5, M-F) Remote & Onsite Support
- c) One-Year On-Site and Remote Training
- d) Two year service contract to cover hardware and system administration support (after the initial warranty period).

**Non-Mandatory Site Visit/Conference Call will be available for all offerors.** The Site visit is scheduled for **April 21, 2021 at 9:00 a.m. EST**. All attendees will be required to sign in upon arrival at the OEMA. The site visit will begin at 9:00 AM. The site visit/Conference Call is scheduled from 9:00 AM until 11:00 AM. The site visit will include a tour of the OEMA facility that pertains to the installation and operations area of this bid opportunity. Tour will begin after the call and Q&A session. The contractors would park in the main (south) parking lot and would enter at the main entrance at the top of the steps to sign in.

Ohio Department of Public Safety (ODPS)/Ohio Emergency Management Agency (OEMA), 2855 West Dublin-Granville Road, Columbus, Ohio 43235.

Registration for the Site Visit – Send email to [vltran@dps.ohio.gov](mailto:vltran@dps.ohio.gov). Please include the name of agency and contact information (Name, phone numbers, and email addresses). Due to Covid-19 protocol, all attendees are required to wear masks and please limit one attendee per offeror. Registration for the Site Visit/Conference call will end on **April 19, 2021 at 3:00 p.m. EST**.

## Attachment 1

### Proposal/Cost Summary

The Independent Contractor shall provide equipment and complete required services at the OEMA Facility according to the RFP requirements stated.

The Basis of Award will be made to the lowest responsive and responsible offeror meeting the requirements specified in the scope of work in this RFP.

The contractor will be paid for work performed at the submitted and awarded pricing.

### Mandatory Requirements

Mandatory Requirements		Accept	Reject
	<b>Vendor must meet all Mandatory Requirements</b>		
<b>1</b>	Replacement of current CS 1000M-MG on release 6 (serial number Z00283) and all associated required licenses (e.g. ACD, phone sets digital and analog etc...) with current industry standards.		
<b>2</b>	Replacement of current Call Pilot 201i on release 5 voice mail Network Message Service (NMS) or equivalent. Current system has 330 voice seats, 20 voice channels, 110 desktop seats, 100 fax seats, and 4 fax channels with NMS features. New system must maintain these capabilities.		
<b>3</b>	Replacement of current digital phone sets (e.g. M3904, M2616) with new sets compatible with new system. (note: we will be reusing our current analog sets).		
<b>4</b>	Survey and backup, of all current set-ups/configurations of PBX/voice mail, including its' current features, licensing requirements, trunk data, dialing plans, 911 service, and all other associated capabilities.		

SCORING CRITERIA. In the technical evaluation phase, the ODPS will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Price Performance Formula. The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

## Technical Evaluation

Section	Technical Evaluation Description	Weight	Functionality Delivered Through: (indicate with 'X')				Scoring: Weight x Score = Total Score	Offeror Narrative and Response (This column MUST be completed for every requirement)
			Exceeds	Meets	Partially Meets	Do Not Meet	Total Score	
			3	2	1	0		
	<b>OBMV Requirements</b>							
2.a)	Replacement of current CS 1000M-MG on release 6 (serial number Z00283) and all associated required licenses (e.g. ACD, phone sets digital and analog etc...) with current industry standards.	3						
2.b)	Replacement of current Call Pilot 201i on release 5 voice mail Network Message Service (NMS) or equivalent. Current system has 330 voice seats, 20 voice channels, 110 desktop seats, 100 fax seats, and 4 fax channels with NMS features. New system must maintain these capabilities.	3						
2.c)	Replacement of current digital phone sets (e.g. M3904, M2616) with new sets compatible with new system. (note: we will be reusing our current analog sets).	3						
3.a)	Licensing for all essential applicable telephone software and operational software	2						
3.b)	Training (Administrator) on all associated administration functions, including PBX, voicemail, report generation, call detail reports (CDR), phone sets, etc...	1						
3.c)	Vendor provided Manuals and Training Documentations	1						
4.a)	Survey and backup, of all current set-ups/configurations of PBX/voice mail, including its' current features, licensing requirements, trunk data, dialing plans, 911 service, and all other associated capabilities.	3						
4.b)	Requirements for and assistance with set-up of networks for administration and any other internal or external purpose/use.	2						
4.c)	Installation and configuration of new system/systems, as well as test and turn-up.	2						
4.d)	System must be compatible with existing cabling/wiring that terminates to PBX and 110 block (25 pair)	2						
4.e)	Vendor to provide Project Management to oversee all aspects of project	2						
4.f)	Vendor to provide all labor for OEMA On-Site Installation.							
5.a)	The supplier must have a minimum of at least five(5) years of experience installation of projects of similar scope and capacity.	2						
5.b)	The supplier shall provide specific information in regards to have successfully completed a minimum of two (2) installation projects of similar scope and capacity in the last two (2) years.	2						
5.c)	The supplier shall provide two (2) client references of similar project and contact information for DPS verification	1						
5.d)	The supplier shall submit a list of qualified personnel in its staffing plan that will be working on this project, their positions and duties and their experience and background. Each member must have a minimum of one (1) year of experience within the last five (5) years with implementing a phone system	1						
5.e)	The supplier shall submit a project plan with specific milestone deliverables for ODPS approval.	1						
6.a)	Minimum of One(1) year warranty.	2						
6.b)	Minimum of One(1) Year (9-5, M-F) Remote & Onsite Support	2						
6.c)	Minimum of One(1) Year On-Site and Remote Training	2						
6.d)	Two(2) year service contract to cover hardware and system administration support (after the intial warranty period).	1						

## Vendor Cost Proposal

Offerors are to provide cost proposal in the table below. Additional lines may be added to accomodate items not listed.

<b>Itemized Cost Proposal</b>				
Description of EMA Requirement	Description of Offeror Solution	Quantity	Price	Extended Cost
Replacement of current CS 1000M-MG on release 6 (serial number Z00283) and all associated required licenses (e.g. ACD, phone sets digital and analog etc...) with current industry standards.				
Replacement of current Call Pilot 201i on release 5 voice mail Network Message Service (NMS) or equivalent. Current system has 330 voice seats, 20 voice channels, 110 desktop seats, 100 fax seats, and 4 fax channels with NMS features. New system must maintain these capabilities.				
Replacement of current digital phone sets (e.g. M3904, M2616) with new sets compatible with new system. (note: we will be reusing our current analog sets).				
Survey and backup, of all current set-ups/configurations of PBX/voice mail, including its' current features, licensing requirements, trunk data, dialing plans, 911 service, and all other associated capabilities.				
Requirements for and assistance with set-up of networks for administration and any other internal or external purpose/use				
Installation and configuration of new system/systems, as well as test and turn-up.				
System must be compatible with existing cabling/wiring that terminates to PBX and 110 block (25 pair)				
Training (Administrator) on all associated administration functions, including PBX, voicemail, report generation, call detail reports (CDR), phone sets, etc...				
Two year service contract to cover hardware and system administration support (after the intial warranty period).				
Minimum of one year warranty.				
Vendor provided project management during installation and training				
Vendor provided Manuals and Training Documentations				
			<b>Total Cost</b>	

To ensure the scoring ratio is maintained, the State will use the following formulas to weight the points awarded to each Offeror. The Offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining Offerors will receive a percentage of the maximum points available based upon the following formula:



## Supplement 1

### ODPS TERMS AND CONDITIONS

BY SUBMITTING THIS PROPOSAL, THE VENDOR AGREES TO BE BOUND BY THESE OHIO DEPARTMENT OF PUBLIC SAFETY TERMS AND CONDITIONS. ALL OTHER TERMS AND CONDITIONS ARE HEREBY REJECTED. IN THE EVENT THE VENDOR HAS ACCEPTED TERMS AND CONDITIONS WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, THOSE TERMS WILL SUPERSEDE THESE TERMS AND APPLY TO THIS PURCHASE.

THE ODPS TERMS AND CONDITIONS OUTLINED BELOW ARE PROVIDED IN THE CONTRACT TEMPLATE.

Contractual Agreement

Between the

Ohio Department of Public Safety/  
Ohio Emergency Management Agency

And

**Independent Contractor Name**  
**Street Address**  
**City, State Zip Code**  
**(xxx) xxx-xxxx**

This agreement, hereinafter referred to as “Agreement”, is made by and between the Ohio Department of Public Safety / **End User**, hereinafter referred to as “ODPS”, and **Independent Contractor**, hereinafter referred to as “the Independent Contractor”, and is subject to the following terms and conditions.

1. **TERM:** This Agreement is to be effective from receipt of a purchase order through **June 30, 2022**. If the term of this Agreement extends beyond a biennium, the Agreement will terminate on the last day of the current biennium. At that time, ODPS may renew this Agreement by addendum to the Independent Contractor no later than July 1, of the new biennium. The operating biennium expires June 30<sup>th</sup> of each odd-numbered calendar year.

**RENEWAL:** This Agreement may be renewed upon mutual agreement of both parties and may not exceed twenty-four (24) months, unless ODPS determines that additional renewal is necessary.

2. **STATEMENT OF WORK:**

- A. The Independent Contractor shall undertake the work and activities described in the Scope of Work, labeled Exhibit 1, attached. Exhibit 1 is made a part of this Agreement and incorporated by reference, as if fully rewritten. The Independent Contractor shall perform the services under this Agreement to the satisfaction of the ODPS. The ODPS shall not hire, supervise, or pay any assistants to the Independent Contractor in its performance under this Agreement. The ODPS shall not be required to provide any training to the Independent Contractor to enable it to complete work under this Agreement. The Independent Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary to complete the work under this Agreement, unless stated otherwise in ODPS Policy and / or Scope of Work.

- B. The Independent Contractor declares that it is engaged as an independent business and shall furnish professional services performed according to applicable commercial standards. Neither the Independent Contractor nor its personnel shall, at any time or for any purpose under this Agreement, be considered as employees or agents of the ODPS or the State of Ohio. The Independent Contractor

shall determine the hours required to perform the services to be provided under this Agreement, and retains discretion over its schedule when performing services on the premises of the ODPS, subject to the ODPS's normal business hours and security requirements.

- C. The Independent Contractor agrees to comply with all applicable federal, state, and local laws in performing the work under this Agreement. The Independent Contractor accepts full responsibility for the payment of all taxes, and the ODPS and the State of Ohio shall not be liable for any taxes under this Agreement.
- D. The Independent Contractor shall perform the work under this Agreement and may subcontract without the ODPS's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services which are to be performed by the Independent Contractor under this Agreement, but which are required for the Agreement's satisfactory completion. The Independent Contractor is responsible for the expense of any and all work subcontracted. Neither this Agreement nor any rights, duties, or obligations described in this Agreement shall be assigned by either party without the prior express written consent of the other party.

3. **COMPENSATION:**

- A. The Independent Contractor will be compensated at pricing in response to this RFP, for equipment and services performed according to this Agreement and the Scope of Work in the RFP. The State of Ohio is exempt from all state and local taxes and does not agree to pay any taxes. The ODPS will make payment to the Independent Contractor within thirty (30) days of receipt of an acceptable invoice. O.R.C. Section 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by O.R.C. Section 5703.47.
- B. The Independent Contractor will not submit more than one invoice for work performed within a 30 day period. In order to be considered a proper invoice, the Independent Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original copy monthly to:

**Ohio Department of Public Safety**  
**Attn: Fiscal Services**  
**2855 West Dublin Granville Rd.**  
**Columbus, Ohio 43235-2206**  
**EMAInvoices@dps.ohio.gov**

- C. Unless expressly provided for elsewhere in this Agreement, the Independent Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.
4. **AVAILABILITY OF FUNDS:** The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.
5. **AUDITOR RECOVERY FINDING - O.R.C. Section 9.24:** The Independent Contractor affirmatively represents and warrants to the ODPS that the Independent Contractor is not subject to a finding for recovery

- under O.R.C. Section 9.24, or that the Independent Contractor has taken the appropriate remedial steps required under O.R.C. Section 9.24, or otherwise qualifies under that section. The Independent Contractor agrees that if this representation and warranty is false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.
6. **DEBARMENT:** The Independent Contractor warrants that it is not currently subject to a finding by the Ohio Department of Administrative Services debarring the Independent Contractor from consideration for contract awards, and that Independent Contractor does not currently appear on any federal or State of Ohio debarment list. In the event that, during the course of this Agreement, the Independent Contractor is debarred from consideration for the contract awards by the Ohio Department of Administrative Services, or otherwise appears on any federal or State of Ohio debarment list, then the ODPS may terminate this Agreement immediately.
  7. **WORKERS' COMPENSATION AND OTHER BENEFITS:** The Independent Contractor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Independent Contractor. In addition, the Independent Contractor should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Independent Contractor, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under ODPS's workers' compensation insurance. The Independent Contractor is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System of Ohio (OPERS), for work performed under this Agreement. The Independent Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.
  8. **DRUG FREE WORKPLACE:** The Independent Contractor certifies that to the best of his / her ability, all of his / her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in IMMEDIATE termination of this Agreement.
  9. **EQUAL OPPORTUNITY REQUIREMENTS:**
    - A. The Independent Contractor, and any of its subcontractors, shall comply with the requirements under O.R.C. Section 125.111. The Independent Contractor, and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status.
    - B. The Independent Contractor certifies that both the Independent Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.
    - C. The ODPS encourages both the Independent Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) Independent Contractors.
  10. **CONFLICT OF INTEREST:** The Independent Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.
  11. **CAMPAIGN CONTRIBUTIONS:** The Independent Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.
  12. **OHIO ETHICS CLAUSE:** Independent Contractor agrees to abide by all provisions of the Ohio Ethic's Law, including O.R.C. 102.02, O.R.C. 102.03, O.R.C. 102.04 and O.R.C. 2921.42.

Pursuant to O.R.C. 102.03(A)(1) no present or former public official or employee shall, during public employment or service or for twelve months thereafter, represent a client or act in a representative capacity for any person on any matter in which the public official or employee personally participated as a public official or employee through decision, approval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

Per O.R.C. 102.04 (D): The Independent Contractor affirms by his / her signature that:

- (a) He / She is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

OR

- (b) The Independent Contractor affirms by his / her signature that he / she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

- 1. The Independent Contractor is supplying the good and / or services which are subject of the agreement to an agency other than the one with which he / she serves; AND
- 2. The Independent Contractor has filed the required statements with the following agencies:
  - a. The appropriate ethics commission; AND
  - b. The public agency with which he / she serves; AND
  - c. The public agency to whom the goods and / or services will be provided.

- 13. **OPEN TRADE:** Pursuant to O.R.C. 9.76 (B), Vendor warrants that the vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

- 14. **EXECUTIVE ORDER 2019-12D, BANNING THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES:** The Independent Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

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

A. Termination, Sanction, Damages:

If Independent Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services.

If Independent Contractor or any of its subcontractors perform any such services, Independent Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Independent Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Independent Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Independent Contractor. The State may recover all accounting, administrative, legal and other

expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Independent Contractor of a breach and permit the Independent Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Independent Contractor any costs associated with acquiring those substitute services.

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

B. Assignment / Delegation:

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

15. **RESPONSIBILITY FOR CLAIMS:** The Independent Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Independent Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

16. **OWNERSHIP:**

A. Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and / or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Independent Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Independent Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Independent Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Independent Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and / or patented materials it intends to use.

B. The Independent Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.

C. This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

17. **GOVERNING CLAUSE:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

18. **SUSPENSION AND TERMINATION:**

- A. The Independent Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
- B. Any violations or breach of the terms stated herein, by the Independent Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- C. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by ODPS, however, the Independent Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and O.R.C. Section 126.30 shall apply.
- D. If this Agreement is suspended or terminated, the Independent Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:
  - 1. If the Agreement is suspended or terminated by the ODPS, the requirements in Paragraph 18. D. of this Agreement shall commence upon the date the Independent Contractor receives notice of suspension or termination.
  - 2. If the Agreement is suspended or terminated by the Independent Contractor, the requirements in Paragraph 18. D. of this Agreement shall commence upon the date the Independent Contractor sends notice of suspension or termination.
- E. If this Agreement is suspended or terminated, the Independent Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to Paragraph 3 of this Agreement for the work performed prior to the date on which the Independent Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Independent Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Independent Contractor either *receives* notice of termination or suspension or *sends* notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

- 19. **BACKGROUND CHECK:** A routine background check, at ODPS expense, may be performed on the Independent Contractor for assignment to this Agreement. The Independent Contractor may be required to complete a "Background Information Form" furnished by the ODPS. Failure to pass the background check will result in immediate dismissal.
- 20. **ANTITRUST ASSIGNMENT:** The Independent Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by the Independent Contractor's suppliers and subcontractors.
- 21. **RECORD KEEPING:** During the performance of this Agreement and for a period of three (3) years after its completion, the Independent Contractor shall maintain auditable records of all charges pertaining to this

Agreement and shall make such records available to the ODPS, upon request and at such times as are commercially reasonable.

22. **FORCE MAJEURE:** If the State or Independent Contractor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term “force majeure” means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

23. **CHANGE OR MODIFICATION:** This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement. Any changes or modifications of this Agreement shall be made and agreed to in writing. The provisions outlined in these Terms and Conditions shall take priority over any inconsistent or conflicting provisions included in the Independent Contractor’s offer or proposal, or any other provisions applicable to or incorporated into this Agreement.

**IN WITNESS THEREOF** the parties have executed this Agreement as of the day and year first written below.

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\_\_\_\_\_  
Independent Contractor’s Signature  
(Independent Contractor’s Typed Name)

\_\_\_\_\_  
Thomas J. Stickrath, Director  
Ohio Department of Public Safety

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_