



**Ohio Environmental Protection Agency/  
Information Technology Services**  
*Laboratory Information Management System (LIMS)*

Prepared March 19, 2015

**REQUEST FOR QUOTATION**

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**REQUEST FOR QUOTE**  
**By The**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY**  
**INFORMATION TECHNOLOGY SERVICES**  
**For**  
***Laboratory Information Management System (LIMS)***

***March 19, 2015***

**PLEASE READ ALL CONDITIONS AS SET FORTH IN THIS REQUEST FOR QUOTE (RFQ) FOR A FULL UNDERSTANDING OF THE REQUIREMENTS.**

## **1.0 PURPOSE OF THE REQUEST FOR QUOTATION**

The Ohio Environmental Protection Agency (Ohio EPA) Information Technology Services (ITS) is issuing a Request for Quote (RFQ) for Division of Environmental Services (DES) for a Laboratory Information Management System (LIMS).

Ohio EPA's Division of Environmental Services (DES) provides laboratory analytical services to other Ohio EPA divisions, as well as other state and local agencies, in support of the environmental and public health protection mission. Division chemists and biologists analyze water, air, sediment and fish tissue samples, inspect and certify laboratories and provide technical assistance.

Analyses include testing for inorganic pollutants (such as mercury, cyanide, arsenic, cadmium, lead, oil, and grease) and organic contaminants (such as pesticides, herbicides, polychlorinated biphenyls, algal toxins, E-coli and volatile organic compounds). The lab also conducts bioassay tests on wastewater effluents and sediments to evaluate the toxic impact on aquatic organisms.

The LIMS currently used to support DES operations has been in place for over fifteen years, is based on outdated technology and is no longer supported by the original vendor. While the existing system continues to meet the current essential needs of DES, the age of the system and the technology upon which it is founded present roadblocks for utilizing newer data management technologies and tools. In addition, multiple system support, cost performance and other risks associated with continued reliance on the existing system have been identified.

Ohio EPA seeks to replace the existing LIMS with Software as a Service (SAAS) solution, based on modern technologies, which will allow DES to:

- Mitigate the identified risks associated with the existing platform
- Take advantage of newer data management technologies and tools
- Provide DES with opportunities to improve customer service and increase operational efficiency
- Ability for mobility submission and creation capabilities

## 2.0 CALENDAR OF EVENTS

The following time frames have been established:

**Dates:**

RFQ issued	March 19, 2015
Question submission begins	March 19, 2015
Question submission ends	March 25, 2015
Quotation due	March 30, 2015

**Estimated Dates:**

<i>Demonstrations Between</i>	<i>March 30 - April 10, 2015</i>
<i>Final Vendor Selection</i>	<i>April 15, 2015</i>
<i>Project Anticipated begin date</i>	<i>May 15, 2015</i>

*Estimated project deliverable dates (dates will be finalized in contract)*

*Phase 1* *May 15, 2015 - June 30, 2015*

*Definition of requirements, scope, & deliverables*  
*Installation of core system*  
*Familiarization training and initial customization*

*Phase 2* *July 1 2015 - October 31, 2015*

*Delivery & Final Configuration of system*  
*Delivery of instrument and software interfaces*  
*User Acceptance testing*  
*Formal Training*  
*Project Acceptance*

## 3.0 QUOTATION INQUIRIES AND SUBMISSIONS

### 3.1 QUOTATION SUBMISSION

It is absolutely essential that vendors carefully review all elements in their final quotation. Once received by Ohio EPA, a quotation cannot be altered **10 complete, signed, and sealed copies** of each quotation shall be submitted for evaluation. Quotations shall be clearly marked "Laboratory Information Management System (LIMS)" and the RFQ No. **EPA\_RFQ001**.on the outside of the envelope. FAX or electronic mail transmissions will not be accepted. Vendors may not submit bids or quotations by e-mail or fax because they are "opened", not sealed, when accessed or printed. That restriction doesn't apply to vendors' questions or letters of intent since they don't have to stay sealed until the formal opening. All copies must be received by Ohio EPA together in one package.

The cost information **MUST** be signed, and submitted in a **SEPARATELY SEALED ENVELOPE**. The envelope must be clearly marked "enter the name of the quote here" on the outside of its envelope along with the Vendor's name.

A single electronic copy of the complete quotation must also be submitted with the printed quotations. Electronic submissions should be on a CD, DVD or USB memory stick. The electronic copy **MUST** be submitted in a **SEPARATELY SEALED ENVELOPE**.

Quotations must be received by the State's Procurement Representative by 5:00 P.M. on **March 30, 2015**. Quotations inappropriately addressed or delivered elsewhere risk untimely re-routing to the business office. Any quotations received in the business office after the deadline will be marked as untimely and will not be opened or evaluated regardless of the reason for late receipt.

If mailing quotations, vendors should allow for sufficient mailing time to ensure timely receipt by the person listed below.. Submit complete, signed and sealed copies of the quotation to:

**BY MAIL:**  
**Ohio Environmental Protection Agency**  
**Traylene Hines, Information Technology Services**  
**50 W. Town Street, Suite 700**  
**Columbus, Ohio 43215**

All material submitted to and accepted by Ohio EPA in response to the RFQ shall become the property of Ohio EPA and will be retained by OHIO EPA in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. THE CONTENTS OF QUOTATION ARE SUBJECT TO THE OHIO PUBLIC RECORDS ACT, SECTION 149.43, OF THE OHIO REVISED CODE, UNLESS OTHERWISE ACCEPTED BY LAW. If the quotation includes information that the proposer in good faith believes falls within one of the exceptions from the provisions of the Ohio public records laws, the proposer must put such information in separate sealed envelopes with each copy of the quotation with a note of which exception is claimed. Any material not separately sealed and annotated will be released upon a proper public records request. Any quotation that claims that the entire content of the quotation is within the exceptions will result in the disqualification of that quotation. After a contract is awarded, if Ohio EPA determines that the information separately sealed by any proposer appears not to be exempt and may be released upon a proper request, the vendor will be advised of Ohio EPA's intent to release the information.

A respondent to this request for quotation must include in its quotation sufficient information to permit Ohio EPA to effectively evaluate its qualifications. At a minimum, the following information must be submitted:

### **3.2 COVER LETTER**

A cover letter in the form of a standard business letter that shall be signed by an individual authorized to legally bind the Vendor must be provided. The letter shall provide the name, telephone number and e-mail address of a contact person with authority to answer questions regarding the quotation. (There will most likely be no calls unless this vendor is the one selected, but in the extraordinary event questions are needed in the evaluation phase, this letter states where they want those calls directed.) The letter shall also provide a statement that the quotation remains valid for the term of the proposed contract.

### **3.3 GENERAL OVERVIEW**

The Offeror shall provide a brief description of their "Software as a Service" LIMS software package. This description should include the general functionality, design options, installation process and ongoing support model, and a list of current customers that are similar to the size and purpose of the Ohio EPA Lab in a maximum of three pages. General overview greater than three pages may be considered by the Ohio EPA as grounds for rejection of this RFQ.

### **3.4 MANDATORY REQUIREMENTS**

*Attachment one – Mandatory Requirements* provides the mandatory requirements for an offeror to be considered, then the offeror's quotation may be included in the next phase of the evaluation, which will consider other requirements described in (Attachment Two - LIMS System Requirements).

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

This RFQ asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment Two. While each requirement represents only a part of the total basis for a decision to award the contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's quotation. The value assigned above to each requirement is only a value used to determine which quotation is the most advantageous to the State in relation to the other quotations that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any quotation that meets all the mandatory requirements, the State may cancel this RFQ. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking quotations despite their failure to meet all the mandatory requirements. The State may consider one or more of the highest-ranking quotations. The State may not consider any lower-ranking quotations unless all quotations ranked above it are also considered, except as provided below.

In any case if, no quotation meets all the mandatory requirements, it may be that a higher ranking quotation contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFQ's objectives. When this is so, the State may reject that quotation and consider lower ranking quotations. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to justify its failure to meet that mandatory requirement.

If the offeror justifies its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFQ's objectives, the State may continue to consider the offeror's quotation. However, if the offeror is unwilling or unable to cure the failure, its quotation may be rejected. The State then may continue to consider the other remaining quotations, including, if the State so chooses, quotations that ranked lower than the rejected quotation.

### **3.5 Project Plan**

The offeror will supply a project plan for the installation, configuration, and training of the LIMS system. This plan should include scope, requirements, milestone with baseline schedule of dates, a list of the required resources, risk mitigation, change request notification, testing plan, and roles & responsibilities needed to successfully deliver the project on time and on budget. This project plan should not be longer than three pages. Project plans greater than three pages may be considered by the Ohio EPA as grounds for rejection of this RFQ.

### **3.6 Cost Summary**

The offeror will include a not to exceeded fix cost summary that will breakdown the costs of installation, configuration, data migration of 10 years of historical data, web service data calls for integration with existing EPA Applications, 3 Administrators, 15 user licenses and mobility user prices. Cost summaries that are greater than three pages may be considered by the Ohio EPA as grounds for rejection of this RFQ.

### **3.7 State of Ohio Master Cloud Service Agreement (MCSA)**

The MCSA consists of 2 parts. The base agreement contains the state's terms and conditions. It also outlines the state's standards for security and handling of state data. (Attachment Three) The second portion of the MCSA is the Service Attachment (SA). The SA is to be completed by the Vendor. Attachment Four "MCSA" it details the services, costs, service level agreements (SLAs), etc. of the products the Vendor is offering.

The Vendor should redline the document, as appropriate.

## **4.0 SCOPE OF SERVICES**

This section provides only a summary of the scope of work. The detailed scope of work for the project is provided in Attachment Two - LIMS System Requirements, of this RFQ. If there is any inconsistency between this summary and the attachment's description of the work, Attachment Two will govern.

The contractor shall provide a Software As A Service (SAAS) LIMS software package that is designed, installed and verified by the contractor as meeting the identified requirements and is capable of being customized by the Ohio EPA to meet the evolving needs of the DES laboratory clients. The system shall currently be in use in at least three references of environmental laboratories and shall not be a customized developed solution that is either in pre-release or pilot phase. The system shall have a minimum one-year warranty, with ongoing technical assistance and maintenance for the duration of the five year contract term. The contractor shall provide guidance and support with regard to customization.

### **4.1 SUMMARY OF BUSINESS PROCESSES**

The proposed LIMS system shall be designed for use in an environmental laboratory and shall be capable of managing the laboratory's business processes including, but not limited to:

- Laboratory test processing
- Test scheduling
- Proactive sample collection (prescheduling of tests)
- Sample receiving and tracking / chain of custody
- Inventory control including kits and forms management
- General laboratory reporting and data deliverable access
- Customer billing for laboratory services
- Quality control and quality assurance management

### **4.2 EXPECTED BENEFITS**

The proposed system shall provide improved accuracy, user interface, and timeliness to the laboratory's internal data handling, client data reporting and client billing activities. The system

shall include enhanced electronic capabilities such as LIMS/instrument interfaces, XML electronic data reporting, test scheduling, electronic client billing and maintenance of chemical reagent inventories.

#### **4.3 PROJECT STAGING**

The contractor shall complete this project in stages:

- LIMS installation and configuration
- System testing and verification (validation and parallel testing)
- Staff training on LIMS operations, maintenance and support
- Providing system documentation (User manuals, support contact information, and frequently asked question)

#### **4.4 LIMS INSTALLATION AND CONFIGURATION**

The contractor shall set up, install and configure the LIMS software and shall provide technical guidance and support as necessary for the installation of required hardware. Also, work with the Ohio EPA DES and ITS staff as needed.

#### **4.5 SYSTEM TESTING AND VERIFICATION**

System testing shall be conducted after the system has been installed and customized. The offeror shall demonstrate and verify the system operation to the Ohio EPA project manager, project sponsor, and key stakeholders. The contractor shall work with the Ohio EPA team to demonstrate and verify functionality of the LIMS package, as well as any custom features that are incorporated.

The offeror shall provide a system validation package which includes a test plan that is reviewed with the client. System verification shall be conducted by testing the system functionality using the validation package provided by the contractor. This test shall compare the results of the new custom application against the existing LIMS.

#### **4.6 SYSTEM TRAINING AND DOCUMENTATIONS**

The offeror shall provide training to the appropriate Ohio EPA staff in proper installation, configuration, administration, maintenance and use of the system.

The offeror shall develop all training materials including training guides, speaker notes and course curricula (including training objectives and outcomes). The offeror shall work with DES and Ohio EPA IT staff to incorporate policy, procedure, recommended best practices and specific permission roles into the materials. Training materials must be presented to the Ohio EPA project manager and DES staff for review and approval.

The Offeror shall include onsite training to be completed at:

Ohio EPA DES  
8955 E. Main St.  
Reynoldsburg, Ohio 43068

## 4.7 CONTRACTOR STAFFING

The contractor shall provide the appropriate number of qualified staff to manage the project, install, validate, QA/QC the LIMS system and provide training to staff.

Offeror's project manager must have successfully completed a minimum of 3 installations of purposed LIMS system in a similar environment and scale.

Offeror's system integrator must have a minimum of 5 years' experience integrating the purposed LIMS system.

Offeror's system trainer must have a minimum of 5 years' training experience on the purposed LIMS system.

## 5.0 QUOTATION EVALUATION

### 5.1 QUESTIONS

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed on the RFQ cover sheet. The State may not respond to any improperly formatted inquiries. The State will try to respond to all inquiries within 24 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8 am on the inquiry period end date. The State may extend the quotation due date.

To make an inquiry, vendors must use the process outlined below.

- Access the State Procurement Web site at <http://procure.ohio.gov/>.
- From the Navigation Bar on the left, select "Find It Fast".
- Select "Doc/Bid/Schedule #" as the Type.
- Enter the RFQ number found on the first page of this RFQ (the RFQ number begins with "EPA").
- Click the "Find It Fast" button.
- On the document information page, click the "Submit Inquiry" button.
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective vendor's representative who is responsible for the inquiry;
  - Name of the prospective vendor;
  - Representative's business phone number, and
  - Representative's e-mail address.
- Type the inquiry in the space provided, including:
  - A reference to the relevant part of this RFQ;
  - The heading for the provision under question, and
  - The page number of the RFQ where the provision can be found.
  - 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 e-mail acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offeror's may view inquiries and responses on the State's procurement website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page. However, no response by Ohio EPA officially modifies the RFQ in any way except in a written addendum issued by Ohio EPA.

Questions must be submitted and received by the Ohio EPA by 8:00 am on **March 25, 2015**.

## **5.2 COMMUNICATION RESTRICTIONS**

In order to ensure fairness and parity among prospective vendors, from the time of the release of this RFQ until an offeror is selected and a contract is awarded; offerors shall not communicate with any Ohio EPA staff concerning this RFQ. If the offeror attempts or undertakes an unauthorized communication, Ohio EPA reserves the right to reject that offeror's quotation, without evaluation. Ohio EPA shall not be responsible for any offeror's reliance on any information regarding this request for quote or any work hereunder if the information was provided by any source other than through the inquiry process in Section 3.2.

## **5.3 CHANGES TO THIS REQUEST FOR QUOTE**

Changes to the RFQ will be posted to the State's procurement portal if necessary.

## **5.4 OHIO EPA SELECTION COMMITTEE**

A selection committee composed of Ohio EPA personnel will evaluate the quotations. The composition of the committee will remain consistent for all responses. The selection committee will be responsible for documenting and tabulating the scores for all responses.

## **5.5 CLARIFICATIONS & CORRECTIONS**

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

Corrections and clarifications must be completed off State premises.

## **5.6 MINIMUM REQUIREMENTS**

The evaluation process consists of a review of all quotations received to ensure that each quotation meets the minimum administrative and professional requirements identified below:

### **Administrative Requirements**

1. The offeror must submit 10 copies of the quotation by the deadline.
2. The offeror must sign and seal all 10 copies of the quotation.
3. The offeror quotation must include:
  - Cover letter
  - *General overview*
  - *Mandatory requirements*
  - *Project plan*
  - *Cost summary*

### **Quotation Rejection Criteria**

The following list details some of the most common submission errors that shall be grounds for rejection of quotation.

- Failure to sign all copies of the quotation;
- Failure to identify RFQ Bid Number and Laboratory Information Management System (LIMS) on the outside envelope;
- Failure to submit **10** copies for evaluation purposes;
- Failure to meet the deadline for submission;
- Claiming that the entire contents of a quotation qualifies for an exception to Ohio public records law;
- Mailing quotation with insufficient postage; and,
- Taking exception to mandatory technical terms, conditions, and requirements of the contract.

Quotations that have been determined not to have met one or more of the mandatory requirements will be excluded from any further consideration or scoring.

## **5.7 EVALUATION APPROACH**

The evaluation process may consist of up to five phases:

1. Initial review
2. Technical evaluation
3. Evaluation of costs
4. Requests for more demonstration
5. Determination of responsibility

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

### **5.7.1 INITIAL REVIEW**

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

### **5.7.2 TECHNICAL EVALUATION**

The State will evaluate each quotation that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFQ, including the requirements in Attachment One – Mandatory Requirements Attachment Two LIMS System Requirements, and Attachment Three - Master Cloud Agreement.

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

During the technical evaluation, the State will calculate a point total for each quotation that it evaluates. At the sole discretion of the State, it may reject any quotation that did not meet requirements for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated quotations for the next phase. The number of quotations that advance to the next phase will be within the State's discretion, but regardless of the number of quotations selected, they always will be the highest rated quotations from this phase.

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

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

### **5.7.3 COST EVALUATION**

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

### **5.7.4 REQUESTS FOR DEMONSTRATIONS**

The State may require offerors to provide a demonstration about their products or services. The demonstrations will be held after the technical evaluation; the State normally will limit them to the top highest ranking offeror(s). The demonstrations will use and follow a provided demonstration script and data at scheduling. If a demonstration(s) is required the following dates March 30th - April 10th 2015 are established to accommodate this part of the evaluation.

The demonstrations will be used in this process for evaluating the technical merits of the quotations. The State may decide to revise its existing quotations evaluations based on the results of this process.

## **ATTACHMENT ONE – Mandatory Requirements**

### **Mandatory Requirements**

This table lists this RFQ's mandatory requirements. If the offeror's quotation meets all the mandatory requirements, the offeror's quotation may be included in the technical evaluation phase described in the next table.

<b>Mandatory Requirements</b>	<b>Accept</b>	<b>Reject</b>
<b>Offeror</b>		
The offeror must be experienced in LIMS with a minimum of 10 environmental LIMS installations currently in production.		
The offeror must demonstrate that the proposed software solution has been successfully implemented by the offeror in at least one public or private client site with at least 20+ concurrent users, within the past five years.		
<b>Proposed Software Solution</b>		
The offeror's proposed solution is available as a partially customizable Software As A Service package.		
The offeror must provide a detailed response that documents and describes how the proposed solution provides the functionality identified below. (Requirements as Attachment Two)		
The offeror's proposed software solution must be an upgradeable, supported product with the following mandatory functionality and capabilities:		
The offeror's proposed software solution must meet the requirements for the master cloud agreement. (See Attachments Three & Four)		
The offeror's system must have the capability to allow users (either full or limited licenses) to pre-log samples or cancel previously pre-logged samples directly into the database via a mobile device.		

## **ATTACHMENT TWO - LIMS SYSTEM REQUIREMENTS**

This section describes the technical and functional requirements for the LIMS Project. Offeror must complete the "Capability Assessment" column for each requirement. Add comments to further qualify the response. Simply checking a specific box for an answer is not considered sufficient

enough to distinguish one offeror from another. Please be robust in your response to how your solution meets each requirement.

**Attachment Two – LIMS SYSTEM REQUIREMENTS** is being provided as a Microsoft Word document through the State’s Procurement Website as a convenience for responding to the RFQ. **The Attachment format and content must not be modified.** If the requirements are modified, reformatted or omitted, the offeror’s response may be disqualified.

For each requirement documented in the RF

Q the offeror must provide a narrative description of its solution. The offeror must also provide a summary of any SAAS products that will be used to meet the requirements. For each requirement identified, the offeror must indicate how the requirement (functional or technical) is delivered by checking one of the following boxes in Supplement Two:

**Out of the Box:** Requirement will be fully met with out-of-the-box functionality that can be presented for business use with minimal effort beyond tuning a feature “on” or “off” (e.g., built in processes, rules or reports).

**Configuration Required:** Requirement will be met with functionality that can be presented for business use after modifications utilizing the software configuration tools. This would include managing or creating new business rules or process flows via tools provided as part of the proposed SAAS software.

**Customization Required:** Requirement will be met with functionality that can be presented for business use only after a new module or plug-in is developed. Modules or plug-ins would be created in a programming or scripting language and leverage low level application infrastructure such as API’s, messaging, integration technologies, or services to exchange data or execute logic within the SAAS solution. This would also include any updates the software vendor would make to the core code as part of a future release or service pack.

**Not Available:** Requirement will not be met as part of the offeror’s proposed solution.

**Offeror Comments / Narrative:** The offeror should use this column for narrative and/or additional comments as applicable.

All the specifications given in this RFQ for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

**Section 1: Sample Tracking**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The system should be capable of following the progress of samples throughout the analytical process and include the use of integrated bar coding. The laboratory lifecycle includes from scheduling / submission to final analysis including quoting/scheduling, receiving, diagnostic testing, QA/QC, diagnostic test result reporting, and billing	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
2	System must support full bar-coding traceability and tracking and have the ability to read a variety of bar code fonts and generate bar code labels representing laboratory and field sample identification numbers	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	Barcode transfer should be used at all stages of lifecycle to track current status of diagnostic tests in an accession	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
4	The system must be able to generate labels for all samples being tested	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
5	The system must be capable of storing multiple objects such as pictures, documents, PDF files, etc. for each sample. This must include any instrument-generated format outputs from the equipment listed in the Instrument List section	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
6	Each sample must have the capability to store sample comments, special information fields which are project or sample specific, user defined fields, as well as data objects such as scanned chain of custodies and digital photos of such items as sample events, Bit maps, movies, .wav audio files, .pdf files, and Word documents	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	System must provide sample tracking from log in through final reporting and invoicing	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	System must be capable of producing internal chain of custody data to track individual sample containers	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	Supervisor override of Chain of Custody	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
10	Chain of Custody is printable for item and case/project/batch Auto lockout provision	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	The system must have the capability to issue sequential numbers for Chain Of Custody	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	The system must include the ability to set up alerts via email	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	The system must provide a laboratory sample numbering format which is user configurable instead of by selecting from a fixed list of formats	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
14	The system should store unique field sample identification numbers that are configurable by the user and linked to the LIMS sample number	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	The system should automatically calculate the sample hold times associated with the minimum time available for initiation of sample analysis based upon user input.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
16	The system should provide a query function to retrieve sample information by work order, sample number, client, analysis, project test, department, date range, site, or other information for many functions throughout the LIMS.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
17	The system should be able to identify completed samples and sample disposal designation upon QA/QC approval	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 2: Sample Scheduling / Receiving**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	<p><b>Bulk Assignment of Samples</b> – Most DES labs are able to process a large number (40+) of samples in a single analytical batch. The current analytical batch creation process allows the assignment of multiple samples with a single operation (via a list box). This capability is a customization in the existing eLIMS system, and considered to be critical for lab efficiency.</p>	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	<p><b>Linked Analytical Methods</b> – Analytical methods can contain multiple parameters (e.g. ICPMS). The ability to maintain a common analytical method that can be linked across multiple parameters is a requirement (e.g. PCB, pesticides, and chlordane), without which additional lab effort would be needed to manage redundant analytical methods.</p>	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	<p><b>Flexible Parameter Assignment from Analytical Methods</b> – The combination of analytical parameters requested by customers is very large. At the time of quotation or sample receipt the lab currently has three possible options on how to login these combinations. All are useful as they optimize data entry efficiency without creating a large data management burden. The three required approaches to logging in samples under these circumstances are:</p>	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
4	<p>· Predefined parameter lists that contain the most popular combinations,</p>	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
5	<p>· The ability to remove individual parameters from a predefined analytical method.</p>	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
6	<b>Sample Template Based Receiving</b> – A wide variety of sample types are processed in the DES lab (e.g. air filter strips, water samples, fish tissue samples), each with their own data collection fields at receiving. To facilitate this data entry, the ability to create predefined sample templates that contain a subset of fields is a requirement. These sample templates should be available at receiving all the way through QA/QC to validate data.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	The system should allow the grouping of samples into work lists, preparation batches, and QC batches by user definable selection criteria such as by batch, sample number, client, project, test, method, department, etc.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	The system should allow the application of a field-generated cross-reference number against the LIMS generated numbering and be able to track samples by either reference number	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	The system should support receipt of sample by:	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
10	o Barcode acknowledgement against scheduled samples – system should also allow for changes/edits to scheduled sample (i.e., sample quantities, types, tests to be run, etc.); and, changes should be traceable through audit trail	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	o Entry / creation of a new sample at receipt	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	The system should flag/highlight samples with short hold times and expiration and prioritize them in work queue to be transferred to analysts	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	CoC accession should be automated at time of receipt and allow for electronic acknowledgement of transfer of CoC	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
14	The new LIMS will be required to interface or import existing data	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	Legacy data must be searchable	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
16	Provides data archival and retention capabilities	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 3: Analysis & Data Entry**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	<b>Native Analytical Batch Capability</b> – The software should be designed around the workflow of an environmental laboratory, including: entry and reporting of sample and QC data together, analytical batch creation, chemist approval of batches, QC approval of batches, and QC approval of the sample, and the prevention of data changes (on any level) once samples pass final approval.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
2	<p><b>Ad Hoc QC Samples – Since a variety of tests with different QC requirements can be run on an instrument at the same time, the LIMS software needs to provide the ability to add QC samples (blanks, spikes, duplicates, etc.) to a batch in real time as a batch is being created.</b></p>	<p><input type="checkbox"/> Out of the Box  <input type="checkbox"/> Configuration Required  <input type="checkbox"/> Customization Required  <input type="checkbox"/> Not Available</p>	
3	<p><b>Heterogeneous Analytical Batches –</b> The DES lab frequently combines samples from different matrices and different tests (e.g. BOD5 and CBOD5) in one analytical batch. The ability to do so, while taking the QC requirement of the most stringent matrix (see “Ad Hoc QC Samples”) is a requirement</p>	<p><input type="checkbox"/> Out of the Box  <input type="checkbox"/> Configuration Required  <input type="checkbox"/> Customization Required  <input type="checkbox"/> Not Available</p>	
4	<p><b>Ad Hoc Component Entry –</b> In some labs (primarily organic), tests will reveal additional chemicals. Such chemicals are called non-target compounds or tentatively identified compounds (“TICS”), and the ability to capture their presence as part of standard reporting is a requirement of any new system.</p>	<p><input type="checkbox"/> Out of the Box  <input type="checkbox"/> Configuration Required  <input type="checkbox"/> Customization Required  <input type="checkbox"/> Not Available</p>	
5	<p><b>Results Management Control –</b> Until a batch or sample has final QC approval, results should be able to be modified, including the addition or deletion of qualifications and the modification of numerical data.</p>	<p><input type="checkbox"/> Out of the Box  <input type="checkbox"/> Configuration Required  <input type="checkbox"/> Customization Required  <input type="checkbox"/> Not Available</p>	
6	<p><b>Flexible Results Management –</b> The reporting of sample results needs to be able to handle multiple types of rounding, including a variable number of decimal places, significant digits, and multiple rounding modes (up / down, to / away from zero, even / odd, stochastic).</p>	<p><input type="checkbox"/> Out of the Box  <input type="checkbox"/> Configuration Required  <input type="checkbox"/> Customization Required  <input type="checkbox"/> Not Available</p>	

Req. No.	Requirement	Capability Assessment	Offeror Comments
7	<b>Context Based QC</b> – The current system allows samples to have different QC limits based on where a result falls relative to MDL (e.g. <10xMDL, <15xMDL, 20xMDL). A three tier limit is the minimum allowable in a new LIMS system; however >3 limits would be even more useful.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	Non-narrative textual results are stored in searchable fields	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	User interface visual indicator such as status icons to indicate a sample's status in the workflow	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
10	The system must include the ability to correct data when input incorrectly	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	The system must support a variety of test protocols (see Appendices for listing of required Tests/Analytes, Preps, and Methods)	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	The system must support the creation of sample aliquots	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	The system must supporting creation of Batches of samples for which to perform specific analysis, testing, and QC.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
14	Each test must be capable of storing test comments, test required, special information, such as GCMS conditions, and special objects associated with the test, such as a digital chromatogram or QC chart as a BMP	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	The system must support single component tests such as pH, BOD, CD, etc.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
16	QA/QC test must be easily created and associated with the primary analytical test	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
17	Provide the functionality in the product to fully manage all aspects of laboratory quality control. This will include the ability to create QA/QC tests and blanks, spikes, and duplicate, and attach calculations to those tests/batches as well as report and chart all quality control data captured in the lab	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
18	The user shall have the ability to create quality charts based upon quality control data that has been entered into the system.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
19	The system shall link all quality control data to the associated sample, test data, and batch run.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
20	The system shall calculate quality control results and automatically flag all quality control data which is not within user defined quality control limits	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
21	QA/QC should have ability to request a retest of a sample based on review of data	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
22	File entry must allow file transfer of data from instrument or user generated files with full review onscreen prior to commitment to database	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
23	Calculated results entry must read results from previously entered tests to calculate a final result and immediately display the calculated result. System must support user defined calculations	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
24	Result entry may be done by use of intelligent instrument interfaces or multi-sample/multi-test ASCII files and Excel interface via existing interface protocols with current instruments	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
25	The system must support the ability to review each sample prior to commitment. Data files must be checked for specification, must correct MDL's for dilution factor, and correct for specific reporting and analyte limits. The system must be capable of automatically assigning qualifiers based on project analyte limiting	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
27	When running samples for multiple dilutions such as GCMS, the user may review onscreen the stored result, the diluted result with corrected MDL's, and qualifiers. The user may select the entire old values, the entire new values or any combination of the two for final reporting	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
28	System must support the addition/deletion of samples from a batch where a sample may have experienced an anomaly, but no need to rerun entire batch (i.e., GCMS in metals lab)	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
29	Analysis comments for each test must be stored with the test	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
30	Each test result must be capable of displaying SOP to assure proper techniques are used	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Section 4: **Instrument Integration / Calibration / Maintenance**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	System must be able to download data directly from laboratory instruments - the system must Interface with the instruments and related software listed in the User Information/Instrument List section. Specify the method and how bilateral interface is supported	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	Result entry may be done by use of intelligent instrument interfaces or multi-sample/multi-test ASCII files and Excel interface via existing interface protocols with current instruments	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The system must include a module that provides a database of preventative maintenance, calibration and repair records for laboratory equipment. Several reports on calibration and maintenance costs must be standard. This is especially useful for NELAC compliance	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
4	Schedules calibration/verification tasks in the worksheets or work flow process	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
5	The system shall store and maintain records pertaining to the instrument's calibration data, as well as historical records on all instrumental repairs. Records pertaining to formal and informal training obtained by analysts shall be stored and maintained.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
6	Final report will be released and electronically transmitted results will not be sent until all reviews have been completed in the LIMS by QA/QC	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	System must provide capability to review QA/QC reports electronically, applying electronic signature or approval stamping that is user-specific and secure	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	The system provides the capability to export results in a variety of methods including fax, e-mail, print, and publish to web site. Formats should include: RTF, PDF, HTML, DOC, XLS, TXT	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
9	Provide a full statistics package and be capable of creating QA/QC charts for all recovery, precision and lab control samples	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
10	The system must include several standard reports and query routines to access all samples with the pending status through a backlog report. Samples must remain in the backlog until all tests assigned to the sample have been completed.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	The system must produce a Read Only progress report that allows printed reports of sample status and data collected to date	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	A separate Exception Report must be created automatically for all data that is stored that is out of specification. It must be possible to automatically e-mail this report to any interested party	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	Each result must be capable of displaying the history of previous results for that analyte for that sample point. The history must be in the form of a tabular report, graphic trend chart and statistical summary	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 5: Billing**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The system should support the management of customer information, including billing information	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	The system must support the assigning of cost by test/analysis, resource, and materials	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The system must support multiple levels of testing costs, including cost for normal processing v. rush processing	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
4	The system must be able to roll-up costs of analyses, resources, and materials to calculate a quote estimate at time of sample scheduling	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
5	The system must allow for manual override of costs at time of roll-up by users with proper administrative privileges and access	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
6	The system must be able to produce a final invoice at the completion of analysis and QA/QC based on analyses, resource, and materials actually used	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	The system must support unique invoice templates by customer	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	The system must be able to auto-generate invoices in workflow following QA/QC approval and, after approval of invoices, launch them either in paper or electronic format, dependent upon customer preference	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	Invoices should generate line item detail regarding samples processed, tests performed, cost for each test, and a summary total due	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
10	The system should support the management of customer information, including billing information	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	The system must support the assigning of cost by test/analysis, resource, and materials	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	The system must support multiple levels of testing costs, including cost for normal processing v. rush processing	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	The system must be able to roll-up costs of analyses, resources, and materials to calculate a quote estimate at time of sample scheduling	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
14	The system must allow for manual override of costs at time of roll-up by users with proper administrative privileges and access	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	The system must be able to produce a final invoice at the completion of analysis and QA/QC based on analyses, resource, and materials actually used	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
16	The system must support unique invoice templates by customer	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
17	The system must be able to auto-generate invoices in workflow following QA/QC approval and, after approval of invoices, launch them either in paper or electronic format, dependent upon customer preference	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
18	Invoices should generate line item detail regarding samples processed, tests performed, cost for each test, and a summary total due	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 6: External Interfaces**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	System can transfer data to and from another Record Management System	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	The system imports/exports data from/to MS Word or Excel	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The LIMS can be integrated with MS Exchange services	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 7: Laboratory Management**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The system shall maintain an inventory of all chemicals used in the environmental laboratory, including but not limited to chemical name, expiration date, location of storage, and vendor used for procurement	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	The system must have the capability to manage documents such as SOP's, MSDS, etc. to ensure that documents are current and traceable	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The system should support email notification of lockout, security access and improper workstation access	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 8: Environmental, Water, Wastewater Industry**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The system must support a flexible procedure to assign location codes or sample types for each default sample point. This includes tests required, report types and invoice information	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
2	The system must be capable of linking all lab results with the correct reporting test method such as Standard Methods, EPA method 624	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The system must be capable of generating sampling cost reports	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 9: LIMS Historical Data**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The system must be able to import and use historical data from existing LIMS.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	Explain how the system provides the ability to use historical data.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 10: IT General**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	System Environment:	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	Oracle DB (RAC) or SQL Server	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	Compliant with Windows 7.0 and higher	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
4	Can reside in a virtual environment	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
5	Use TCP/IP as its network transport	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
6	The system must have API capabilities for external applications to retrieve and insert documents...note: Web services with Java support	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	The system must be accessible via VPN.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	The system must support LDAP and Active Directory authentication.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	Secured Socket Layer (SSL) encryption on web client interface	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
10	The LIMS database must conform to the Open Database Connectivity Standard (ODBC)	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	Interface with database using either JSP and / or ASP/ASP.net	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
12	The system must be designed in such a manner that upgrades to the backend database do not require extensive reconfiguration or effectively stifle development of the product	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	The system must provide all secured users access to the data via the Internet, LAN, or direct modem connection	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
14	The system must display the screen to perform a function < 3 seconds after the function is selected by a user.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	Can support multiple laboratory departments and, potentially, multiple laboratory sites	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
16	Client passwords should be encrypted in database with support for multi-case & special characters	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
17	The LIMS includes System Administration ability to reset user passwords	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
18	The system must provide for application-based security by limiting external users to functions they are password-privileged to perform	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
19	Security provides role-based user access, no/limited/full access that is configurable	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
20	Supports remote access for users, Sys Admin and Support	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
21	Allows custom screens, apps, and reports by System Administrator	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
22	The system provides the ability to dynamically change captions (labels) for fields on screens in the system	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
23	The system allows modification of records by Sys Admin, with audit trail	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
24	The system utilizes a role-based presentation of menus and functions.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
25	All servers and workstations that access the LIMS system must have Logon security	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
26	The system includes the ability to integrate additional printers and scanners	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
27	System must support 30+ users / 20 concurrent, and be sized to be scalable and not be impacted by multiple users	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
28	Workstation and server authentication mechanism	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
29	Local restore capability w/o support intervention	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
30	The system must be able to maintain transactional history	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
31	The system must be available to users 24 x 7 excluding backup and maintenance time	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
32	The system must follow Ohio EPA's requirements for disaster recovery and business continuity	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
33	The system must enable authorized users to manage users, groups, and permissions	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
34	The system must provide on-line help	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
35	The system must allow for the segregation (and delegation) of system administration functions to authorized users	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

**Section 11: Regulatory Compliance:**

Req. No.	Requirement	Capability Assessment	Offeror Comments
1	The LIMS must have security consistent with 40 CFR Part 3 (CROMERR – explain how the system meets this standard). There must be two levels of security to enter the system. There must be settable automatic Logouts, periodic requirements for mandatory password changes, limits on reusability of passwords and full electronic signature. The system must provide a single point of access for all programs associated with the system for ease of administration and use	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
2	Audit trail and specifications violation trails must be maintained. Audit trail must include user, date/time and a required reason for change as a standard part of the application. The Audit trail must include result changes as well as header information changes	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
3	The system must provide a user selectable NELAP compliant internal Chain of Custody that tracks all samples and all containers associated with samples from the time they are collected until disposal	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
4	System must maintain an audit trail of all data manipulation consistent with applicable regulations and standards.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
5	Provides persistent auditing capabilities	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
6	Describe how the system can meet the Government requirements for handling classified information and documents	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
7	The system must include audit trail of transactions and configuration changes. Audit information should include username and automatic date and time stamping	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
8	Explain how the system provides the ability to insert/manage secure electronic and/or digital signatures	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
9	The LIMS must have security consistent with 40 CFR Part 3 (CROMERR – explain how the system meets this standard). There must be two levels of security to enter the system. There must be settable automatic Logouts, periodic requirements for mandatory password changes, limits on reusability of passwords and full electronic signature. The system must provide a single point of access for all programs associated with the system for ease of administration and use	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
10	Audit trail and specifications violation trails must be maintained. Audit trail must include user, date/time and a required reason for change as a standard part of the application. The Audit trail must include result changes as well as header information changes	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
11	The system must provide a user selectable NELAP compliant internal Chain of Custody that tracks all samples and all containers associated with samples from the time they are collected until disposal	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

Req. No.	Requirement	Capability Assessment	Offeror Comments
12	System must maintain an audit trail of all data manipulation consistent with applicable regulations and standards.	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
13	Provides persistent auditing capabilities	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
14	Describe how the system can meet the Government requirements for handling classified information and documents	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
15	The system must include audit trail of transactions and configuration changes. Audit information should include username and automatic date and time stamping	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	
16	Explain how the system provides the ability to insert/manage secure electronic and/or digital signatures	<input type="checkbox"/> Out of the Box <input type="checkbox"/> Configuration Required <input type="checkbox"/> Customization Required <input type="checkbox"/> Not Available	

<Service Provider>

**ATTACHMENT THREE- Master Cloud Services Agreement  
MCSA00**

**THIS MASTER CLOUD SERVICES AGREEMENT (“Agreement”)** is by and between \_\_\_\_\_ (“Service Provider”), having an office at \_\_\_\_\_, and the State of Ohio (“State”), through its Department of Administrative Services (“DAS”), having its principal place of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, OH 43215. The State and the Service Provider also are sometimes referred to jointly as the "Parties" or individually as a “Party”. The effective date of this Agreement is the date it is signed on behalf of the State (“Effective Date”).

**1. General Information**

**1.1. Organization**

This Agreement covers subscriptions to cloud services through one or more attachments (“Service Attachments”) that describe the cloud offerings (“Services”) that the Service Provider makes available to its Subscribing Entity by subscription and that it is authorized to sell to the State. The Service Attachments describe the Services the Service Provider offers under this Agreement, along with any special terms or conditions applicable only to those Services, descriptions of those Services, features, and all fees associated with such Services, as well as any other provisions to which the Parties have agreed with respect to the those Services. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

**1.2. Subscribing Entities**

A “Subscribing Entity” means State agencies, boards, and commissions that place requests through the State’s Ordering System described in another section (“Orders”) under this Agreement for any of the Services identified by one or more Service Attachments to this Agreement. And it includes other entities of the State, such as the legislative and judicial branches of State government and the independent offices of elected State officials that place Orders under this Agreement. It also means the Cooperative Purchasing Members, defined in the next section, that place Orders under this Agreement.

### **1.3. Cooperative Purchasing Members**

“Cooperative Purchasing Members” are entities that qualify for participation in the State’s cooperative purchasing program under Section 125.04 of the Ohio Revised Code (“ORC”) and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

### **1.4. Term**

The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the State’s current biennium, which is June 30, 2015.

### **1.5. Agreement - Renewal**

The State may renew this Agreement in the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

### **1.6. Service Attachment(s) - Renewal**

Along with renewal of this Agreement, the State may renew any or all Service Attachments for the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to any subsequent biennium.

After the first renewal, the Parties agree that pricing of Services under any Service Attachment may be renegotiated to reflect more favorable rates to the State. Upon termination of this Agreement, all rights of the Subscribing Entities to order new Services cease and the Service Provider may not fulfill any such requests for any Subscribing Entity under this Agreement. Further, all existing Service Attachments and all existing Orders under those Service Attachments also will terminate, except to the extent that the Service Provider has any prepaid Services to perform.

The Subscribing Entities have the option anytime during the Agreement’s Term to upgrade to a new technology or Service offering with the Service Provider without incurring any charges for terminating the existing technology or Service offering before

the agreed upon Term of the Subscribing Entity's Order ("Early Termination Charge"), if any such charge is provided for in the applicable Service Attachment.

### **1.7. Relationship of the Parties and Subscribing Entities**

The Parties are independent contractors and nothing herein creates or implies an agency relationship, joint venture, or partnership between the Parties. The Service Provider and its officers, employees, contractors, and subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties must identify themselves as such to avoid creating an impression that they are State representatives. In addition, neither the Service Provider nor its officers, employees, contractors, or subcontractors may make any representation that they are acting, speaking, representing, or otherwise advocating any position, agreement, service, or otherwise on behalf of the State or any Subscribing Entity.

### **1.8. Dealers and Distributors**

The State authorizes the Service Provider to name one or more dealers to work with the State on behalf of the Service Provider. But if the Service Provider decides to use any dealers, the Service Provider must submit the name, principal business address, addresses for Orders and for payments, telephone number, and its federal tax identification number. The Service Provider also must submit a completed W9 form for each dealer it wishes to name under this section. The Service Provider's submission must be on its official letterhead, signed by an authorized representative, and addressed to the address listed in Section 9.26.

In doing so, the Service Provider warrants that:

- i. The Service Provider has provided the dealer with a copy of this Agreement, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Agreement.
- ii. Such agreement specifically provides that it is for the benefit of the State as well as the Service Provider.
- iii. The Service Provider will remain liable under this Agreement for the Services of its dealers and will remedy any breach of any of its dealers under this Agreement.
- iv. Payments under this Agreement for the Services of any dealer may be made directly to that dealer, and the Service Provider will look solely to the dealer for any payments due to the Service Provider once the State has paid the dealer.
- v. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the Agreement required under this section with the Service Provider, the Service Provider will indemnify the State for such liability.

If the Service Provider wants to designate a dealer that will not receive payments (a "distributor"), the Service Provider may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9

form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created certification programs for Minority Business Enterprises (MBEs) and to Encourage Diversity Growth and Equity (EDGE) in State contracting.

### **1.9. Audits and Reports**

During the Term of this Agreement and for three years after its termination, on reasonable notice and during customary business hours, the State may audit the Service Provider's records and other materials that relate to the Services performed under this Agreement, to any billing or invoices under the Agreement, or to pricing representations that the Service Provider made to acquire this Agreement. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Order hereunder.

The Service Provider must make such records and materials available to the State within 15 days after receiving the State's written notice of its intent to audit the Service Provider's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation, overcharge to the State, or violation of the Terms of this Agreement, the State will be entitled to recover its damages, including the cost of the audit.

The State also may require various reports from the Service Provider related to the Services. Such reports include those identified in Section 7.6 and those identified in any Service Attachment. Further, the State will be entitled to any other reports that the Service Provider makes generally available to its other customers without additional charge. The State's rights under this section will apply to all Services provided to all Subscribing Entities under this Agreement, but a Subscribing Entity's rights to reports will apply solely to Services it orders or receives under this Agreement.

### **1.10. Subscribing Entities' Reliance on Agreement**

Subscribing Entities may rely on this Agreement. But whenever a Subscribing Entity is a Cooperative Purchasing Member and relies on this Agreement to issue an Order, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its Order, and, as to the Subscribing Entity's Order, this Agreement will be between the Service Provider and that Subscribing Entity. The Service Provider must look exclusively to that Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such Orders and the Subscribing Entity's performance. But the State, through DAS, will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Service Provider fail to honor its obligations under an Order from any Subscribing Entity, whether a Cooperative Purchasing Member or not.

### **1.11. Third-Party Suppliers**

The Service Provider must incorporate the costs of any third-party supplies and services in the Service Provider's fees identified on the applicable Service Attachment under this Agreement.

The Service Provider's use of other suppliers does not mean that the State will pay for them. The Service Provider will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Service Provider to meet its obligations under this Agreement in the required manner. The Service Provider will hold the State harmless and indemnify the State against any such claims.

The Service Provider assumes responsibility for all Services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Service Provider will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all Service requests.

### **1.12. Non-Exclusivity**

This Agreement is non-exclusive and is not a requirements contract. Nothing herein prevents either Party from entering into similar agreements with other entities.

### **1.13. Competitive Pricing and Services**

For the purposes of maintaining pricing and Service competitiveness through the Term of the Agreement, the Service Provider agrees to an annual joint review of its pricing and Service offerings. The annual review will include, but need not be limited to, a like-customer review wherein the Service Provider must provide an analysis that includes both retail and wholesale prices of the similar services it provides to other customers similar to the State to ensure the State and the Subscribing Entities are receiving cost-competitive and technologically competitive Services. Written amendments to the Service Attachments to reduce fees and introduce technological Service improvements may be submitted throughout the Term of the Agreement.

### **1.14. Conflict Resolution**

If a Party is noncompliant with any term or condition of this Agreement or if a dispute arises under this Agreement, the Party raising the dispute may provide to the other Party written notice referencing this section and specifying the nature of the dispute (the "Dispute Notification"). The Parties then will seek to resolve the dispute in accordance with the procedures in this Section.

All disputes will be submitted first to the State's Contract Category Manager and the Service Provider's Account Manager (or equivalent) for resolution. For 15 days from receipt of the Dispute Notification ("Dispute Date"), the State's Contract Category Manager and Service Provider's Account Manager will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If after the 15 days identified above, the State's Contract Category Manager and the Service Provider's Account Manager are unable to resolve the dispute, the Parties will then submit the dispute to the State's IT Contract Administrator and to the Service Provider's Sales Director (or equivalent) for resolution. For the next 15 days, the State's IT Contract Administrator and Service Provider's Sales Director will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If following the 15 days in the previous section, the State's IT Contract Administrator and the Service Provider's Sales Director are unable to resolve the dispute, the Parties will then submit the dispute to the State's Chief Information Officer ("CIO") or a designee and to the Service Provider's Vice President of Sales (or equivalent executive) for resolution. For the next 15 days, the State's CIO and Service Provider's Vice President will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith. If the State's CIO and Service Provider's Vice President are unable to resolve the dispute within that time, the Parties will nevertheless continue to retain their rights to initiate formal proceedings hereunder.

The specific format for such discussions will be left to the discretion of the representatives of the State and Service Provider responsible for attempting to resolve the dispute, but each Party will involve the business and legal resources reasonably necessary to attempt in good faith to resolve the dispute at the earliest possible time and without undue delay.

If the Parties are unable to resolve the dispute and the dispute involves a claim that the Service Provider is noncompliant with its obligations hereunder or has overcharged for a Service, the State or affected Subscribing Entities may withhold payment for any Services that are the subject of the dispute until the Service Provider cures the noncompliance, the Parties arrive at an agreement to resolve the dispute, or a Party obtains a resolution in a court of competent jurisdiction.

Nothing in this Section is intended to limit the rights provided under Section 6 or be a prerequisite to exercising those rights.

Once the dispute has been resolved, any payments withheld will be handled in the following manner:

If the resolution was in favor of the State or one or more Subscribing Entities, the Service Provider will issue a credit on the next invoice for the affected Subscribing Entities. If the credit exceeds the Service charges on the next invoice or an invoice will not be issued within 60 days of the resolution, the Service Provider will issue payment in the form of a check in the amount exceeding the Service charges or for the full amount if an invoice will not be issued within 60 days. Any such checks must be issued within that 60-day period.

If in favor of the Service Provider, the affected Subscribing Entities will submit appropriate payment within 30 days of receiving notification of the resolution at the office designated to receive the invoice.

In either of the above cases, the amount or amounts withheld by the State or Subscribing Entity(s) will be taken into account in calculating any amount(s) due.

## **2. General Requirements for Cloud Services**

### **2.1. Standards**

All Service subscriptions must provide a Service that maintains a redundant infrastructure that will ensure access for all of the State's enrolled users in the event of failure at any one of the Service Provider locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services must be dependable and provide response rates that are as good as or better than industry standards. They also must meet the Service Level Agreements ("SLAs") provided in the applicable Service Attachment and be supported with sufficient connectivity and computing resources to handle reasonably anticipated peak demand, and the Service Provider must ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance.

The Services must also operate at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 3 moderate baseline requirements, be consistent with Federal Information Security Management Act ("FISMA") requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications. Additionally, they must provide the State's systems administrators with 24x7 visibility into the services through a real-time, web-based "dashboard" capability that enables them to monitor, in real or near real time, the Services' performance against the established SLAs and promised operational parameters.

The Service Provider has and will continue to use its best efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by the Subscribing Entities. Notwithstanding any rights granted under the Agreement or at law, the Service Provider hereby waives under any and all circumstances any right it may have or may hereafter have to exercise electronic self-help.

User access to the Services must be capable of being integrated with a Subscribing Entity's Active Directory (or other Lightweight Directory Access Protocol (LDAP) service) to support single sign-on capability for users and to ensure that every user is tied to an Active Directory or other LDAP account and to prevent user access when a user is disabled or deleted in the applicable Subscribing Entity's Active Directory or other LDAP service.

The Service Provider must obtain annual *Statements on Standards for Attestation Engagements* (“SSAE”) No. 16, Service Organization Control 1 Type 2, audit. The audit must cover all operations pertaining to the Services covered by this Agreement. The audit will be at the sole expense of the Service Provider and a copy of it must be provided to the State within 30 days of its completion each year.

At no cost to the State, the Service Provider must immediately remedy any issues, material weaknesses, or other items identified in each audit as they pertain to the Services.

## **2.2. Object Reassignment**

Any Service subscriptions that are provided by the number of items that may be used by or in conjunction with it, such as nodes, users, or connections (“Objects”), may be reassigned to other, similar Objects within the Subscribing Entity at any time and without any additional fee or charge. For example, a named user subscription may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable subscription. Should a Subscribing Entity require a special code, a unique key, or similar item to reassign the subscription as contemplated by this section, the Service Provider will provide such a code, key, or similar item to the Subscribing Entity at any time and without a fee or charge. A later section in this Agreement governs assignment of a Subscribing Entity’s subscription to any Service to a successor in interest.

## **2.3. Generated Files**

“Generated Files” are files storing information, instructions, or data that a Subscribing Entity creates or modifies using the Service Provider’s Services and in which the data or other information was provided or created by a Subscribing Entity. Such Generated Files are also included in the definition of “Subscribing Entity’s Data” in a later section of this Agreement. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Service Provider provided to a Subscribing Entity also would be considered Generated Files. As between the Subscribing Entity and the Service Provider, the Subscribing Entity will own all Generated Files that the Subscribing Entity prepares by using the Services, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Service Provider or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Service Provider grants to the Subscribing Entity a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the intellectual property embedded in any Generated Files that the Subscribing Entity creates while using the Services in the manner in which the Services are designed to be used. In the Subscribing Entity’s distribution of the Generated Files, the Subscribing Entity may not use the Service Provider’s name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of a Service when used as intended.

#### **2.4. Service Provider Warranties**

The Service Provider warrants that:

- i. it has validly entered into this Agreement and has the legal power to do so,
- ii. The Services will perform materially in accordance with the applicable user guide and the requirements of this Agreement,
- iii. Subject to any limitations specified in the applicable Service Attachment, the functionality of the Services will not be materially decreased during a subscription Term, and
- iv. it will not transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("Malicious Code") to a Subscribing Entity, provided it is not a breach of this subpart ,

For any breach of a warranty above, the State's and individual Subscribing Entities' remedies will be as provided in the section of this Agreement dealing with termination.

Failure of the Service Provider to meet any SLAs in an applicable Service Attachment will not be considered a breach of this warranty section unless the State reasonably determines that the failure is persistent or extended in duration.

Note: Any terms and conditions that may be incorporated in a User Guide that conflicts with the MSA or SA, the MSA and SA will prevail.

#### **2.5. State and Subscribing Entities Responsibilities**

The State and each Subscribing Entity will be responsible for their respective compliance with this Agreement. Additionally, each Subscribing Entity will:

- i. be responsible for the accuracy, quality, and legality of its data and of the means by which the data was acquired,
- ii. use commercially reasonable efforts to prevent unauthorized access to or use of the Services to which it subscribes and notify the Service Provider promptly of any unauthorized access or use of which it becomes aware, and
- iii. Use the Services only in accordance with the applicable user guide; to the extent it is not inconsistent with this Agreement, applicable laws, and government regulations.
- iv. because of the sensitive nature of performing security and compliance checks on Assets, The State represents and warrants that The State has full right, power, and authority to consent to have the Service test for vulnerabilities, compliance checking, or, as applicable, malware ("scan") the Assets identified to Service Provider for scanning, whether electronically or by any other means, whether at the time of initial Registration or thereafter, and
- v. The State may access the Service's user interface to reproduce solely for The State's own internal business purposes only such vulnerability, configuration checks and/or malware test results as set forth in the Reports.

A Subscribing Entity may not:

- i. intentionally make the Services available to anyone other than its employees and contractors acting on the State's behalf,

- ii. sell, resell, rent or lease the Services,
- iii. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- iv. intentionally use the Services to store or transmit Malicious Code,
- v. intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or
- vi. Attempt to gain unauthorized access to the Services or their related systems or networks.

### **3. Insurance, Indemnification, Limitation of Liability**

#### **3.1. Insurance**

The Service Provider must provide the following insurance coverage at its own expense throughout the Term of this Agreement to the State:

- i. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Service Provider also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- ii. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Service Provider's Commercial General Liability must be primary over any other insurance coverage.

- iii. Commercial Automobile Liability insurance with a combined single limit of \$500,000. The policy must be endorsed to include a waiver of subrogation.
- iv. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Service Provider's policy is written on a "claims made" basis, the Service Provider must provide the

State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Service Provider must purchase and maintain “tail” coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers and must identify this Agreement. All carriers must have at least an “A-” rating by A.M. Best.

Any Subscribing Entity that is a Cooperative Purchasing Member that Orders Services also may require a certificate of insurance from the Subscribing Entity naming it as an additional insured.

Whenever a Subscribing Entity locates its equipment at facilities owned or controlled by the Service Provider or one of its contractors, the Service Provider must maintain:

- i. property insurance insuring the equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement used by the Service Provider for its own property or that in common use in the industry, and any other risks reasonably required and covered by the Service Provider’s insurance. The coverage must be in an amount at least equal to the reasonable replacement value of the equipment, and
- ii. Workers’ compensation coverage as required by the laws of the State in which the equipment is located. The Service Provider must furnish evidence of the coverage throughout each Order’s Term.

All such insurance must be with insurers that are authorized to issue such insurance in the state. All such property insurance shall name the applicable Subscribing Entity as the loss payee. All such insurance also must contain a provision to the effect that it cannot be canceled or modified without first giving written notice thereof to the Service Provider and the applicable Subscribing Entities without at least 30 days written notice. Such changes may not become effective without the applicable Subscribing Entities’ prior written consent.

### **3.2. Indemnification for Bodily Injury and Property Damage**

The Service Provider must indemnify the State and the Subscribing Entities against all liability or expense resulting from bodily injury to any person (including death) or damage to property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Service Provider, its employees, agents, or subcontractors.

### **3.3. Indemnification for Infringement**

The Service Provider will release, protect, indemnify, defend, and hold the State and the Subscribing Entities harmless from and against any claims of infringement by any third parties based on any Service provided under this Agreement. Any defense of the State or a State Subscribing Entity requires and is subject to the approval and consent of the

Ohio Attorney General. Any such defense will be at the Service Provider's sole cost and expense. Further, the Service Provider will indemnify the State and Subscribing Entities for any liability resulting from any such claims, demands, or suits, as well as hold the State and the Subscribing Entities harmless for the Service Provider's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State or a Subscribing Entity has modified or misused the Service and the claim or the suit is based on the modification or misuse. The State or affected Subscribing Entity or Entities agrees to give the Service Provider notice of any such claim as soon as reasonably practicable and to allow the Service Provider to control the defense of any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

If a successful claim of infringement is made, or if the Service Provider reasonably believes that an infringement or similar claim that is pending actually may succeed, the Service Provider will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the Subscribing Entities business:

- i. Modify the offending Service so that it is no longer infringing but provides substantially the same functionality as before the modification;
- ii. Replace the offending Service with an equivalent or better offering;
- iii. Acquire the right for the Subscribing Entities to use the infringing Service as it was intended for the Subscribing Entities to use under this Agreement; or
- iv. Terminate the infringing Service and refund the amount the Subscribing Entities paid for the Service and the amount of any other Service that requires the availability of the infringing Service for it to be useful to the Subscribing Entities.

#### **3.4. Limitation of Liability - State**

The State's and Subscribing Entities' combined total liability for damages, whether in contract or in tort, will not exceed two times the amount of compensation payable to Service Provider for the previous 12 months of Service related to the Service Attachment under which the damages occurred or the amount of direct damages incurred by the Service Provider, whichever is less.

#### **3.5. Limitation of Liability - Service Provider**

The Service Provider will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement provided such liability, claim, loss or damage is due to the fault or negligence of the Service Provider, its employees, agent, subcontractors or affiliates.

NOTWITHSTANDING THE PREVIOUS SENTENCE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

#### **4. Confidentiality and Handling of Data**

##### **4.1. Confidentiality**

The State may disclose to the Service Provider written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Service Provider will remain with the State. The Service Provider must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Service Provider may not disclose any Confidential Information to third parties and must use it solely to perform under this Agreement.

If any Service delivered under this Agreement contains data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Agreement. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Agreement ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- i. was already in the possession of the Receiving Party without an obligation of confidence;
- ii. is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- iii. except as provided in the next paragraph, is or becomes publicly available without a breach of this Agreement;
- iv. is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- v. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- vi. is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - a. Notifies the Disclosing Party of the order immediately upon receipt of it, unless it is legally prohibited from doing so; and
  - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

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

The Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the Terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages. However, this provision does not diminish or alter any right to claim and recover damages.

This Agreement is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

#### **4.2. Public Records Requests.**

Should the Service Provider receive any public records request with respect to any Subscribing Entity's Data, the Service Provider will immediately notify the affected Subscribing Entity or Entities and fully cooperate with the affected Subscribing Entity or Entities as it or they direct.

#### **4.3. Handling of Subscribing Entity's Data**

"Subscribing Entity's Data" is any information, data, files, or software that a Subscribing Entity uses or stores on or in conjunction with the Services, including but not limited to Generated Files. The Service Provider must use due diligence to ensure computer and telecommunications systems and Services involved in storing, using, or transmitting Subscribing Entity's Data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Service Provider must comply with all applicable National Institute of Standards and Technology ("NIST") standards for Moderate Impact systems and:

- i. 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 Agreement.
- ii. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- iii. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.

- iv. Maintain appropriate identification and authentication process for information systems and services associated with Subscribing Entity's Data.
- v. maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Subscribing Entity's Data.
- vi. Implement and manage security audit logging on information systems, including computers and network devices.

The Service Provider 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 Subscribing Entity's Data, limiting access to only these points, and disabling all others. To do this, the Service Provider 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 Service Provider must use two-factor authentication to limit access to systems that contain Subscribing Entity's Data.

Unless a Subscribing Entity instructs the Service Provider otherwise in writing, the Service Provider must assume all Subscribing Entity's Data is both confidential and critical for Subscribing Entity operations, and the Service Provider'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 Service Provider's protection and control of access to and use of data, the Service Provider must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access Subscribing Entity's Data, as well as attacks on the Service Provider's infrastructure associated with Subscribing Entity's Data. Further, the Service Provider 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 Subscribing Entity's Data.

The Service Provider must use appropriate measures to ensure that Subscribing Entity's Data is secure before transferring control of any systems or media on which Subscribing Entity's 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 Service Provider's obligations under this Agreement.

The Service Provider must have a business continuity plan in place. The Service Provider 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 Service Provider maintains Subscribing Entity'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 Subscribing Entity's Data in the case of a disaster or other business

interruption. The Service Provider'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 Subscribing Entity's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Service Provider also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Service Provider may not allow Subscribing Entity's Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Agreement properly. Even then, the Service Provider 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, Subscribing Entity'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 Service Provider 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 NIST standards identified above.

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

In case of an actual security breach that may have compromised Subscribing Entity's Data, including but not limited to loss or theft of devices or media, the Service Provider must notify the Subscribing Entity in writing of the breach within 24 hours of the Service Provider becoming aware of the breach, and fully cooperate with the Subscribing Entity to mitigate the consequences of such a breach. This includes any use or disclosure of the Subscribing Entity's Data that is inconsistent with the Terms of this Agreement and of which the Service Provider becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Service Provider.

The Service Provider must give affected Subscribing Entities full access to the details of the breach and assist each Subscribing Entity in making any notifications to potentially affected people and organizations that the affected Subscribing Entities deem are necessary or appropriate. The Service Provider must document all such incidents,

including its response to them, and make that documentation available to the affected Subscribing Entities on request. In addition to any other liability under this Agreement related to the Service Provider's improper disclosure of Subscribing Entity's Data, and regardless of any limitation on liability of any kind in this Agreement, the Service Provider 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 Service Provider's possession. Such identity theft protection must be reasonably acceptable to the State.

All Subscribing Entity's Data will remain the property of the Subscribing Entity. The Service Provider must ensure that the Subscribing Entity retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All Subscribing Entity's Data at rest in systems supporting the Service Provider's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Service Provider locations.

#### **4.4. Subscribing Entity Responsibilities**

Each Subscribing Entity will be responsible for its compliance with this Agreement, be responsible for the accuracy, quality, and legality of its Subscribing Entity's Data and of the means by which it acquired that Subscribing Entity's Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Service Provider promptly of any unauthorized access or use of which it becomes aware. Further, the Subscribing Entity will use the Services only in accordance with the applicable user guide(s), to the extent not inconsistent with the Subscribing Entity's rights under this Agreement and any applicable Service Attachments, and applicable laws and government regulations.

Further, a Subscribing Entity may not intentionally make the Services available to anyone other than its employees and its contract personnel, unless the applicable Service or Services are designed to be publically facing or intended for interaction with clients of the Subscribing Entity (e.g., hosted web sites), sell, resell, rent, or lease the Services, use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. The Subscribing Entities also may not intentionally use the Services to store or transmit Malicious Code, intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or attempt to gain unauthorized access to the Services or their related systems or networks.

## **5. Orders, Requesting Service, Delivery, Acceptance, Termination, and Modification**

### **5.1. Acceptance**

The acceptance procedure for setup or installation of the Services will be a review by the Subscribing Entity acquiring the Service to ensure that it meets the performance standards and other requirements in the applicable Service Attachment and that the setup or installation has been done in a professional manner and that the Service itself meets all requirements. For other Services, the acceptance procedure will be a review by the Subscribing Entity to ensure the Service complies with the performance requirements in the applicable Service Attachment. In addition to the requirements of the applicable Service Attachment, if ordering documents such as a Statement of Work (SOW) are authorized in that Service Attachment, the review will include any additional requirements in that Order. The Subscribing Entity will have up to 15 days after the setup, installation, or establishment of the Service to do this. The Subscribing Entity will not issue a formal letter of acceptance, unless otherwise specified in the applicable Service Attachment, and passage of 15 days will imply acceptance, though the Subscribing Entity will issue a notice of noncompliance if set up or installation or other Service does not meet the requirements in this Agreement.

If the Subscribing Entity issues a noncompliance letter, the Service Provider will have 30 days to correct the problems listed in the letter. If the Subscribing Entity has issued a noncompliance letter, the Service, installation, or set up will not be accepted until that Subscribing Entity 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 Subscribing Entity will issue the acceptance letter within 15 days after all defects have been fixed. If the Service Provider fails to correct the defect(s), the applicable Order(s) will terminate without cost or obligation to the Subscribing Entity.

The applicable Service Attachment may provide additional or alternative acceptance procedures, but no Order may change the acceptance process.

### **5.2. Service, Termination, or Modification**

All Orders for Service, as well as any termination of an Order or modification to an Order, including termination, must be made through the State's Ordering System. Therefore, the Service Provider must notify the State when an Order is received that was placed outside the State's Ordering System and the Service Provider will not accept the Order. If a Service Provider accepts an Order outside the State's Ordering System the State or the Subscribing Entity may either withhold payment for the unverified Order or require termination of the Service under the unverified Order without cost or obligation to the State or the Subscribing Entity.

The Service Provider agrees to keep Subscribing Entities' Orders updated and current in the State's Ordering System.

The Service Provider is responsible for processing all Orders, billing, payments, cancellations, changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Service Provider must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing

Entities. The Service Provider may not require a Subscribing Entity to contact any of the Service Provider's third-party suppliers or otherwise transact business directly with such suppliers for any Services ordered under this Agreement, and in all respects, the Service Provider must maintain a seamless, single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

## **6. Termination – Agreement, Service Attachments, Orders**

### **6.1. Termination by the State**

The Service Provider must comply with all terms and conditions of this Agreement. If the Service Provider fails to perform any one of its obligations under this Agreement, it will be in default, and the State may proceed in any or all of the following ways:

- I. The State may terminate this Agreement, the applicable Service Attachment(s), or the affected Order(s) under this Agreement;
- II. the State may withhold payment for any affected Service until the Service Provider cures the noncompliance or the Parties arrive at an agreement as to the corrective action for the noncompliance; or
- III. The State may file a complaint for damages with a court of competent jurisdiction in Ohio.

The State also may terminate this Agreement or any Service Attachments for its convenience with 30 days written notice to the Service Provider. In any such event, each Subscribing Entity must pay for all accrued and unpaid charges for Services and any fee specified in the affected Service Attachment(s) for early termination ("Early Termination Charge"), if applicable.

If the termination of the Agreement or any Service Attachment(s) is for cause, then neither the State nor any Subscribing Entities will be liable for any Early Termination Charge outlined in any affected Service Attachments. And the Service Provider will fully cooperate in any disentanglement efforts any Subscribing Entity reasonably requests at no cost to the requesting Subscribing Entity or Entities.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State's obligations under this Agreement will terminate as of the date the funding expires without further obligation of the State, including but not limited to any Early Termination Charge outlined in any affected Service Attachments.

### **6.2. Termination of Orders by Subscribing Entity or Service Provider**

Under this Agreement, specific Orders also may be terminated by either a Subscribing Entity or the Service Provider, as follows:

### **6.2.1. By a Subscribing Entity**

A Subscribing Entity may terminate Service under any Order it has placed, and it may do so at any time for any or no reason. The Subscribing Entity will be liable for charges accrued but unpaid as of the termination date, as well as any Early Termination Charge outlined in the appropriate Service Attachments.

If the Subscribing Entity's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly or other governmental body, and the General Assembly or other governmental body fails at any time to continue funding for the payments and other obligations due under an Order, the Subscribing Entity's obligations with respect to that Order will terminate as of the date the funding expires, and the Subscribing Entity will have no further obligation with respect to such Order, including but not limited to any Early Termination Charge outlined in any affected Service Attachments.

If a termination of any Service under one or more Orders is for cause or non-appropriation of funds, as described in this Section 6, the Subscribing Entity will not be liable for any Early Termination Charge, if such are otherwise applicable to the Service or Services so terminated. If the termination is for cause, the Service Provider will fully cooperate in any disentanglement efforts the Subscribing Entity reasonably requests at no cost to the Subscribing Entity.

### **6.2.2. By the Service Provider**

If a Subscribing Entity materially defaults in the performance of any of its duties or obligations under this Agreement, the Service Provider, by giving at least 30 days prior written notice, may cancel any affected Services provided to that Subscribing Entity under this Agreement.

If the Subscribing Entity cures the default to the satisfaction of the Service Provider and before the cancellation of Service date, the Order will remain in full force and effect.

If the Subscribing Entity fails to cure, then the Subscribing Entity will remain liable for charges accrued but unpaid as of the cancellation date and any Early Termination Charge as outlined in the appropriate Service Attachment(s), if applicable.

## **7. Financial – Fees, Claims and Disputes, Billing, and Payment**

### **7.1. Fees**

All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscribing Entity will not be responsible for any charges not documented in the applicable Service Attachment(s) nor will the Subscribing Entity be responsible for any charges waived by the Service Provider in this Agreement or the applicable Service Attachment(s).

Subscribing Entities are not subject to increases in fees during the Term of this Agreement.

Subscribing Entities are not responsible for any charges from the Service Provider's third-party suppliers for any Services ordered under this Agreement, unless an applicable Service Attachment expressly provides otherwise. In this regard, the Service Provider is the seller or reseller of all Services covered by this Agreement, and any payments due to the Service Provider's third-party suppliers for Services under this Agreement are included in the Service Provider's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

## **7.2. Billing**

Invoices will be issued at the Order level, but the Subscribing Entity may require a recap at the agency, division, or district level based on the organizational structure of the Subscribing Entity.

Invoices must be submitted to the office designated in the State's Ordering System as the "bill to address". The invoice must be submitted within 60 days of the Service. If the Subscribing Entity does not receive the invoice within the 60 days of the date of Service, the Subscribing Entity will be entitled to deny payment of the invoice.

A proper invoice must include the following information and/or attached documentation:

- i. name and address of the Service Provider as designated in this Agreement;
- ii. Federal Tax Identification Number of the Service Provider as designated in this Agreement;
- iii. invoice remittance address as designated in the Agreement; and
- iv. A sufficient description of the Services to allow the Subscribing Entity to identify the Services and perform an audit of the Services.

## **7.3. Payment**

Payments for Services under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice. The Service Provider agrees to receive payment from approved vouchers by electronic fund transfer ("EFT") for Subscribing Entities that rely on them to make payment. The Service Provider will cooperate with Subscribing Entities in providing the necessary information to implement EFT. The date the EFT is issued in payment will be considered the date payment is made, or if a Subscribing Entity does not use an EFT process, the date its check or warrant is issued in payment will be considered the date payment is made.

## **7.4. State Reporting Requirements**

The Service Provider must provide the State with a recap of all Services provided to the Subscribing Entities on a monthly basis. Additional, specific reporting data requirements may be outlined in the Service Attachment(s).

**7.5. Service Level Guarantee and Credits**

The Service Provider will issue a credit allowance to any Subscribing Entity affected by a Service outage, as defined in the Service Level Agreement contained in the applicable Service Attachment. The credit will appear on the affected Subscribing Entity's next invoice, or if the Subscribing Entity so requests, the Service Provider will issue a check to the Subscribing Entity as payment within 30 days of the request

**7.6. Cost Recovery**

The Service Provider must pay a Cost Recovery Fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it.

The Cost Recovery Fee will be 2% of the total quarterly sales reported under this Agreement to all Subscribing Entities, including all State-level entities and all Cooperative Purchasing Members. The Cost Recovery Fee is included in the prices reflected on the Service Attachment and the Service Provider may not add a surcharge to orders under this contract to cover the amount of the Cost Recovery Fee. The State will generate notification to the Service Provider via email on the last day of the calendar quarter advising the Service Provider to complete a revenue reporting form provided by the State within 30 days after the close of the quarter. The State may compare the form provided by the Service Provider to information in the State's accounting system, the State's Ordering System, and other records for purposes of verifying the accuracy of the form.

- Examples of calculation of a Cost Recovery Fee:  
 (Log-In and Password Established for Cost Recovery Contact to Report Sales)

1) (State Entities Only Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 0	\$ 1,584	"Name of Contact"
Q2	\$ 10,392	\$ 0	\$ 208	"Name of Contact"
Q3	\$ 209,105	\$ 0	\$ 4,182	"Name of Contact"
Q4	\$ 74,970	\$ 0	\$ 1,499	"Name of Contact"

2) (State Entities and Cooperative Purchasing Member Sales Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 20,963	\$ 2,003	"Name of Contact"
Q2	\$ 10,392	\$ 4,197	\$ 292	"Name of Contact"
Q3	\$ 209,105	\$ 63,210	\$ 5,446	"Name of Contact"

Q4	\$ 74,970	\$ 1,471	\$ 1,529 "Name of Contact"
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- 3) (Reporting \$0 Sales to both State Entities and Cooperative Purchasing Members)  
 Note: Reporting still required although sales reported for quarter - \$0

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q2	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q3	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q4	\$ 0	\$ 0	\$ 0	"Name of Contact"

The Service Provider must remit to the State the 2% Cost Recovery Fee within 30 days of receipt of the notice from the State by check to the State of Ohio, Office of Information Technology. The check must be made payable to the Treasurer, State of Ohio, and must be sent to the State at the following address:

**Department of Administrative Services  
 L-3686  
 Columbus, OH 43260-3686**

The State will direct the Service Provider to the State's in-house reporting system to enter all reporting information to include all State entity sales as well as Cooperating Purchasing sales. To ensure that the payment is credited properly, the Service Provider must identify the check as a State of Ohio Cost Recovery Fee and reference this Master Cloud Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

If the full payment of the Cost Recovery fee is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may offset any unpaid cost recovery from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of Cost Recovery. Additionally if the Contractor fails to pay the Cost Recovery in a timely manner, the failure will be considered a breach of this Contract, and the State may terminate this Contract for cause and seek damages to the full extent of applicable Ohio law.

## 8. Support

### 8.1. Service Support Generally

During the Term of any Order, the Service Provider will provide the Subscribing Entity with telephonic assistance and advice for using all Services covered by the Order. The Service Provider also will provide troubleshooting and problem resolution by developing and providing fixes or patches for errors in any software it provides and contract with any third party providing software that supports the Services for the same. As part of

the support the Service Provider provides in exchange for the applicable fee, the Service Provider also will keep all software current by installing all relevant service packs and patches as well as all updates and new releases and versions of the software as soon as reasonably possible. The Service Provider also will keep its own software offering compatible with any updated third-party software that is part of the Services or supports the Services. The manner in which the Service Provider provides support will be governed by the Service Provider's policies and programs described in the applicable documentation or other materials that the Service Provider uses to notify its customers generally of such policies. But regardless of the Service Provider's policies and programs, unless otherwise agreed in the applicable Service Attachment, in all cases such support must comply with the requirements of this Agreement and the applicable Service Attachment(s). And the Service Provider must provide the support in a competent, professional, and timely manner.

## **8.2. Equipment Support Generally**

For any equipment used to provide the Services, remedial equipment maintenance by the Service Provider will be completed within eight business hours after notification by the Subscribing Entity that maintenance is required. In the case of preventative maintenance, the Service Provider will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the Subscribing Entity, the Service Provider will be in default. Failure of the Service Provider to meet or maintain these requirements will provide the Subscribing Entity with the same rights and remedies as specified elsewhere in this Agreement for default, except that the Service Provider will only have eight hours to remedy a default. Nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment. The Service Provider will provide adequate staff to provide the maintenance required by this Agreement.

## **8.3. Adjustments**

A Subscribing Entity may acquire subscriptions that are based on the number of users, nodes, computers, processors, or other counts of Objects covered by an Order ("Objects"). In any such cases, the Subscribing Entity may request that the fees for a subscription renewal be calculated based on fewer Objects than included in the previous Order, with an appropriate adjustment in the applicable fee(s). Despite the reduction, fees for the remaining Objects may not be increased over the applicable fees from the previous Order.

During an Order's duration ("Order Term"), a Subscribing Entity may increase the volume of its Order (e.g., add additional users) without increasing the Order Term. The cost of any addition Objects or similar increase in usage must be prorated to reflect the time remaining in the Order Term rather than be based on the full Order Term.

## **8.4. Support Parameters**

A Subscribing Entity may initiate support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Service Provider must maintain lines of communication that support all four forms of communication. The Service Provider must make support available 24 hours a day, seven days per week (the

“Support Window”), and it must do so by staffing its support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Service Provider must maintain at least one support center in North America with adequate English-speaking support personnel. The applicable Service Attachment(s) may provide for different support periods. A Subscribing Entity’s technical staff may contact any support center that the Service Provider maintains, and they may choose to do so base on convenience, proximity, service hours, languages spoken, or otherwise.

### **8.5. Incident Classification**

The Service Provider must classify and respond to support calls by the underlying problem’s effect on a Subscribing Entity. In this regard, the Service Provider may classify the underlying problem as critical, urgent, or routine. The guidelines for determining the severity of a problem and the appropriate classification of and response to it are described below.

The Service Provider must designate a problem as “critical” if the Service is functionally inoperable, the problem prevents the Service or a major component or function of it from being used in production mode or there is significant potential for data integrity problems. This classification assumes there is no existing patch for the problem. The Service Provider must classify a problem as “urgent” if the underlying problem significantly degrades the performance of the Service or a major function or component of it or materially restricts a Subscribing Entity’s use of the Service in a production mode. A problem also will be considered urgent if a commonly used feature often generates application errors, causes the Service to freeze, locks up the computer on which the Service is running, or otherwise routinely does not work as intended. Classification of a problem as urgent rather than critical assumes that an affected Subscribing Entity still can conduct business with the Service and response times are consistent with the needs of the Subscribing Entity for that type of Service. As with the critical classification, the urgent classification assumes there is no existing patch or acceptable workaround procedure for the problem. Finally, the Service Provider may classify a support call as “routine” if the underlying problem is a question on end use or configuration of the Service. It also may be classified as routine when the problem does not materially restrict a Subscribing Entity’s use of the Service in its production environment, such as when a feature or combination of features generates minor or rare errors. Also, if any problem that otherwise should be classified as critical or urgent can be solved either by a known workaround or an existing patch that does not materially interfere with a Subscribing Entity’s use of the Service, the problem may be treated as routine.

The Service Provider must apply the above classifications in good faith to each call for support, and the Service Provider must give due consideration to any request by a Subscribing Entity to reclassify a problem, taking into account the Subscribing Entity’s unique business and technical environments and any special needs it may have.

### **8.6. Incident Response**

The Service Provider must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Service Provider must assign support or development

personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's expeditious resolution. The work plan must assume that the Service Provider's appropriate staff will work without material interruption until the problem is resolved properly. At the request of an affected Subscribing Entity, the Service Provider's personnel must maintain daily contact with the Subscribing Entity's technical staff to keep the Subscribing Entity abreast of efforts being made to solve the problem. The Service Provider also must provide the Subscribing Entity's technical staff with direct access to the Service Provider's support personnel and product development personnel, if appropriate, who are assigned to the problem.

The Service Provider must respond to urgent problems by having its product development and support personnel work in concert to develop a fix or a workaround. If requested, the Service Provider's support personnel must maintain regular contact with the affected Subscribing Entities to keep their technical staff abreast of progress toward a resolution of the problem. The Service Provider's support staff must include the problem in regular status reports to the Service Provider's management team. And the Service Provider's support staff must provide the fix or workaround procedure as soon as it is available.

The Service Provider must respond to routine problems by providing the affected Subscribing Entities with a fix or workaround on a priority basis if the problem is one for which an existing patch or workaround already exists. For newly identified problems falling into this classification, the Service Provider's support personnel must generate a problem report, and the appropriate development or support personnel then must prioritize the problem in relation to other outstanding product issues. The assigned priority then will govern the problem solving or developmental work needed to address the problem and the schedule for delivering a solution. For routine calls that involve end usage and configuration issues rather than bugs or other technical problems, the Service Provider's first or second level support personnel must provide the Subscribing Entity's technical staff with telephonic assistance on a non-priority basis.

### **8.7. Response Times**

The maximum time that the Service Provider takes to respond initially to a support request may vary based upon the classification of the request. During the Support Window, the Service Provider's response time for a critical support request will be less than one hour. The Service Provider's response time for an urgent request must be less than two hours during the Support Window. And the Service Provider's response time for a routine support request must be less than four hours during the Support Window. The applicable Service Attachment may provide for shorter response times, and nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment.

### **8.8. Escalation Process**

Any support call that is not resolved must be escalated to the Service Provider's management under the following parameters. Unresolved problems that are classified as critical must be escalated to the Service Provider's support manager within one hour and to the director level after four hours. If a critical problem is not resolved within one day, it must escalate to the CEO level after two days. The Service Provider's support

staff will escalate unresolved urgent problems to its support manager within three hours, to the director level after one day, and to the CEO level after two days.

### **8.9. Subscribing Entity Obligations**

To facilitate the Service Provider meeting its support obligations, Subscribing Entities must provide the Service Provider with the information reasonably necessary to determine the proper classification of the underlying problem. They also must assist the Service Provider as reasonably necessary for the Service Provider's support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Service Provider's tracking of support calls and the resolution of support issues, Subscribing Entities must make a reasonable effort to use any ticket or incident number that the Service Provider assigns to a particular incident in each communication with the Service Provider.

### **8.10. Relationship to SLAs**

The Service Provider's support obligations are in addition to the SLAs in the Service Attachment(s). Furthermore, the SLAs may provide for credits to the Subscribing Entities even though the Service Provider is meeting its support obligations hereunder.

## ***Standard Provisions***

### ***Certification of Funds***

None of the rights, duties, or obligations in this Agreement will be binding on the State or a Subscribing Entity, and the Service Provider will not begin its performance under any Order, until all the following conditions occur for that Order:

- i. all statutory provisions under the ORC, including Section 126.07, have been met;
- ii. all necessary funds are made available by the appropriate State agencies;
- iii. if required, approval of this Agreement or the applicable Order is given by the Controlling Board of Ohio; and
- iv. If the Subscribing Entity is relying on federal or third-party funds for its Order, the Subscribing Entity gives the Service Provider written notice that such funds have been made available.

Additional or alternate legal requirements may apply to political subdivisions that are a Subscribing Entity for an Order to be binding on it.

### ***Excusable Delay***

Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. The proposed date or dates must be reasonable and cannot exceed the actual delay caused by the events beyond the control of the Party. In the case of such an excusable delay, the dates of performance or delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party must also describe the cause of the delay and what steps it is taking to remove the cause.

The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Service Provider's suppliers will be considered controllable by the Service Provider.

In the case of subscriptions to Services for a Term that an excusable delay interrupts, the Term of that subscription will be extended at no additional cost to affected Subscribing Entities by the same amount of time as the excusable delay.

### ***Employment Taxes***

Each Party will be solely responsible for reporting, withholding, and paying all employment related taxes, contributions, and withholdings for its own personnel, including, but not limited to, federal, state, and local income taxes, and social security, unemployment and disability deductions, withholdings, and contributions, together with any interest and penalties.

### ***Sales, Use, Excise, and Property Taxes***

The State and most Subscribing Entities are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Service Provider in connection with any Service, such will be the sole and exclusive responsibility of the Service Provider, and the Service Provider will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time.

### ***Equal Employment Opportunity***

The Service Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at:

<http://business.ohio.gov/efiling/>

The State encourages the Service Provider to purchase goods and Services from Minority Business Enterprises (“MBEs”) and Encouraging Diversity, Growth and Equity (“EDGE”) contractors.

### ***Drug-Free Workplace***

The Service Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Service Provider must make a good faith effort to ensure that all its employees, while working on State property or the property of any Subscribing Entity, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

### ***Conflicts of Interest***

No Service Provider personnel may voluntarily acquire any personal interest that conflicts with the Service Provider’s responsibilities under this Agreement. Additionally, the Service Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under the Service Provider’s control, if such an interest would conflict with that official’s or employee’s duties. The Service Provider will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Service Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

### ***Assignment***

The Service Provider may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State.

### ***Governing Law***

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Ohio.

### ***Finding for Recovery***

The Service Provider warrants that the Service Provider is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*.

### ***Anti-trust***

The Parties recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State and the Subscribing Entities. The Service Provider therefore assigns to the State all state and federal antitrust claims and causes of action that the Service Provider now has or may acquire relating to the Services that are covered by this Agreement.

### ***Use of Name***

Neither Party will use the other Party's name in any marketing material, advertisement, or press release without the other Party's written consent. Further, neither Party may use any contact information collected from the other in the performance of this Agreement for general marketing nor sales purposes, such as using email addresses to send mass marketing material, and must use such information solely for purposes of administering this Agreement.

### ***Executive Order 2011-12K Compliance***

The Service Provider affirms it has read and understands Executive Order 2011-12K and will abide by those requirements in the performance of this Agreement.

Notwithstanding any other Terms of this Agreement, the State reserves the right to recover any funds paid for Services the Service Provider performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided the State in this Agreement.

The Service Provider agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, which is incorporated and becomes a part of this Agreement.

### ***Campaign Contributions***

The Service Provider, by signature affixed on this document, hereby certifies that all applicable parties listed in ORC Section 3517.13 are in full compliance with ORC Section 3517.13.

### ***Export Compliance***

The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Both the Service Provider and the State represent that it is not named on any U.S. government denied-party list. Neither party will permit others to access or use the Services in a US-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

### ***Safety and Security Rules***

When accessing State networks and systems, the Service Provider must comply with all applicable State policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Service Provider must comply with all security and safety rules applicable to people on those premises. Subscribing Entities may have policies and regulations that are specific to them that the Service Provider must also comply.

### ***Ohio Ethics Law***

The Service Provider certifies that it is currently in compliance with and will continue to adhere to the requirements of the Ohio ethics laws.

### ***Entire Agreement***

This Agreement, together with any Service Attachments and all additional documents expressly incorporated herein, sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, promises, representations, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Only executable Order attached to a Service Attachment as an exhibit and identified as such in the applicable Service Attachment may be executed by a Subscribing Entity to evidence a transaction under this Agreement. Further, the Subscribing Entity may not add or require additional Terms as part of any authorized Order. Documents attached to a Service Agreement as exhibits to be executed by a Subscribing Entity typically identify authorized Service options the Subscribing Entity has selected, provide information about a Subscribing Entity, identify installation or configuration requirements or similar Statements of Work to be done by the Service Provider, set schedules for performance, and similar matters.

### ***Severability***

If any provision hereunder is declared or held invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement will be revised only to the extent necessary to make that provision legal and enforceable or, if impossible, the unaffected portions of this Agreement will remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

### ***Survival***

Any Terms, conditions, representations, or warranties contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of the Agreement, unless expressly provided otherwise in this Agreement. Additionally, no termination or expiration of the Agreement will affect the State's right to receive Services for which the State has paid before expiration or termination, but no subscription to a Service will continue beyond the period paid for before termination or expiration of the Agreement.

If any Service Attachment should expire or be terminated, the remaining portions of this Agreement will survive.

### ***No Waiver***

The failure of either party at any time to demand strict performance by the other Party of any terms or conditions of this Agreement may not be construed as a waiver of any of those terms or conditions, and either Party may at any time demand strict and complete performance by the other Party.

### ***Order of Precedence***

- A. In event of a conflict related to the general Terms and Conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.
- B. In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

### ***Headings***

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

### ***Governmental Authorization, Regulatory Changes***

This Agreement is subject to all applicable federal, state, and local laws, rules, orders, and regulations, and each Party must comply with all applicable federal, state, and local laws, rules, regulations, and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such law, rule, order, or regulation, such law, rule, order, or regulation will supersede the conflicting provision. The Service Provider may discontinue, limit, or impose additional requirements to the provision of Service, upon no less than 30 days written notice, if required to meet federal, state or local laws, rules, or regulations. But if any such action materially affects any Subscribing Entity's use of a Service, the Subscribing Entity may on written notice to the Service Provider terminate its use of the Service without an Early Termination Charge and receive a pro rata refund any amounts paid in advance for the Service.

### ***Notices***

Except as otherwise provided in this Agreement, all notices hereunder must be in writing and sent by:

- i. registered or certified mail, postage prepaid;
- ii. facsimile transmission;
- iii. overnight courier;
- iv. Or email, upon confirmation of receipt.

Alternatively, such notices may be hand delivered if confirmation of receipt is attained at delivery.

The State's address for notification is:

Department of Administrative Services  
Office of Information Technology  
Enterprise IT Contracting  
30 E Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

Ohio Environmental Protection Agency, Information Technology Services  
Laboratory Information Management System (LIMS)  
Request for Quotation # **EPA\_RFQ001**



Attention: Contracts Category Manager

The Service Provider's address for notification is:

With a copy to:

**Signature Page to Follow**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement which shall be effective on the date signed by the State, 'Effective Date.'

**<SERVICE PROVIDER>**

**STATE OF OHIO,  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES**

_____ Signature	_____ Signature
_____ Printed Name	Robert Blair _____ Printed Name DAS Director
_____ Title	_____ Title
_____ Date	_____ Effective Date
_____ Federal Tax ID	



**JOHN R. KASICH**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2011-12K**

Governing the Expenditure  
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
    1. Affirm that they understand and will abide by the requirements of this Order.
    2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities;  
or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

## ATTACHMENT FOUR- MASTER CLOUD SERVICE AGREEMENT

**This Service Attachment** (the “Service Attachment”), is between \_\_\_\_\_ (“Service Provider”) having an office at \_\_\_\_\_, and the State of Ohio, through the, Office of Information Technology (“the State”), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement (“MCSA”) between the Parties dated \_\_\_\_\_.

Definitions. [None.]

The defined terms in the Master Cloud Services Agreement will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

### 1. Services

**Overview.** [Provide a list of all Services available under this Service Attachment and a description of each. A separate Services Attachment should be used for each major Service of the Service Provider.]

**Standard Service Features.** [List and provide a description of all Service features that are included as part of the standard cost.]

**Optional Service Features.** [List and provide a description of all optional Service features that are not included as part of the standard cost, such as costs associated with bandwidth, page views, storage, organizations (“Orgs”), domains, sandboxes, full sandboxes, and such. Otherwise it will be agreed and stated that all such items are free of charge and will be provided in unlimited quantities.]

**Provision of Services.** The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order Forms during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

**The Service Provider Responsibilities.** The Service Provider must: (i) provide the Service Provider’s basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased, (ii) use commercially reasonable efforts to make the Services [available 24 hours a day, 7 days a week], except for: (a) planned downtime (of which the Service Provider must give at least 8 hours’ notice via the Services and which the Service Provider must schedule [10 p.m. and 6 a.m. Eastern Time and on Saturdays], or (b) any unavailability covered by the Agreement’s Excusable Delay clause or by the Service Level section later herein, and (iii) provide the Services in full accordance with applicable laws and government regulations.

### 2. Fees and Payment

**Fee Structure.** [Provide pricing information for all Services and all optional features. Include all parameters, such as length of subscription, volume discounts, discount from list price, and payment intervals and due dates. Include a professional services rate card or a blended rate, if applicable, for such things as training, consulting, etc.]

**Fees.** The Subscribing Entities will pay all fees specified in all Order Forms hereunder, subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in the Agreement. They may, however, be increased during an Order Term. Object subscription fees are based on [monthly] periods that begin on the subscription start date and each [monthly] anniversary thereof; therefore, fees for Object subscriptions added in the middle of a [monthly] period will be charged for that full [monthly] period and the [monthly] periods remaining in the subscription term. Additions of Object subscriptions during a term does not extend that term. No Order Form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**Invoicing and Payment.** Fees will be invoiced [monthly in arrears] and otherwise in accordance with the Order Form and the Agreement. Fees are due in accordance with the terms of the Agreement, which no Order Form may alter. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

### 3. Proprietary Rights

**Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, the Service Provider reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribing Entities hereunder other than as expressly set forth herein or elsewhere in the Agreement.

**Restrictions.** Subscribing Entities will not intentionally permit any third party to access the Services, except as permitted herein or in an Order Form, create derivative works based on the Services except as permitted herein or elsewhere in the Agreement, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscribing Entity from porting and hosting Generated Code, as defined in this Agreement, to other sites to support its own business purposes during and after any term of an Order.

**State Applications and Code.** If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, such will be part of the Subscribing Entity's Data. The Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as

necessary for the Service Provider to provide the Services in accordance with this Agreement. Subject to the above, the Service Provider acquires no right, title or interest from the Subscribing Entity or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

**Subscribing Entity Data.** Subject to the limited rights granted by a Subscribing Entity hereunder, the Service Provider acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity Data, including any intellectual property rights therein.

#### **4. Service Levels**

**SLAs for the Services.** This Agreement includes SLAs that will be used to monitor and manage the Service Provider's performance of Services. The minimum SLAs are listed below, but the Service Provider may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written agreement of the State and the Service Provider, except with respect to SLAs the Service Provider offers generally to other customers that are more stringent or in addition to those below.

**Availability.** "Availability" or "Available" means the Subscribing Entity's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailable" or "Unavailability" means the Subscribing Entity's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscribing Entity's users during scheduled downtime. Scheduled downtime will occur for less than [one hour] between [10 p.m. and 6 a.m. Eastern Time and on Saturdays], but not more than once [monthly]. The Service Provider may change the scheduled downtime to other non-business hours upon reasonable notice to the affected Subscribing Entities. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

- (i) Outages resulting from a Subscribing Entity's equipment or its Internet service provider;
- (ii) A Subscribing Entity's negligence or breach of its material obligations under this Agreement; and
- (iii) Excusable Delays, as provided for and handled in accordance with the Agreement.

## **SLA Credits.**

The “Target Availability Level” is the Service’s Availability Level that the Service Provider plans to meet or exceed during each calendar month. The “Service Availability Level” is the number of hours during a particular period that the Service was Available to the Subscribing Entity, excluding scheduled downtime permitted above, and divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the State and each Subscribing Entity any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service Provider also must provide each Subscribing Entity that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Service Provider fails to meet the Target Availability Level by up to four hours, each affected Subscribing Entity will be entitled to the equivalent of one day’s fee for the Service. That is, if the fee is an annual fee, the credit would be 1/365<sup>th</sup> of that annual fee, or if it is a monthly fee, the Subscribing Entity would be entitled to 1/30<sup>th</sup> of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, the Subscribing Entity will be entitled to the entire fee applicable to that month.

Any such credits must be paid to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause.

## **Specific SLAs.**

The Target Availability Level is [99.9%] in any calendar month. For a Service to be considered Available, the following parameters also must be met:

[Insert SLAs for performance parameters such as response time, page refresh rate, a permissible window for disaster recover, etc.]

## **5. Terms and Termination**

**Term of Subscriptions.** Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity’s option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and

conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

## 6. Miscellaneous

### Return of Subscribing Entity Data

At no additional cost to the Subscribing Entity, upon request made at any time during a Service term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity for download its Subscribing Entity Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

[Add anything not covered by the above sections.]

**In Witness Whereof**, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

#### SERVICE PROVIDER

#### STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Effective Date
_____ Federal Tax ID	



**JOHN R. KASICH**  
GOVERNOR  
STATE OF OHIO

### **Executive Order 2011-12K**

#### Governing the Expenditure of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

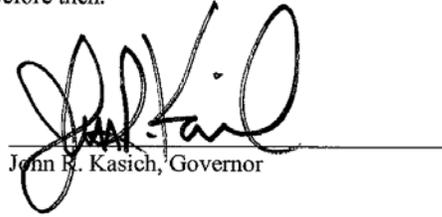
**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
    - 1. Affirm that they understand and will abide by the requirements of this Order.
    - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



John R. Kasich, Governor

ATTEST:

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Jon Husted, Secretary of State

STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

\_\_\_\_\_  
(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 Service Provider:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

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



\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subservice Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will 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 by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, 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 Agreement that Service Provider may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Service Provider

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Ohio Environmental Protection Agency, Information Technology Services  
[Laboratory Information Management System \(LIM\)](#)  
Request for Quotation # **OITRFQxxx**