THE STATE OF OHIO - DEPARTMENT OF INSURANCE
OFFICE OF RISK ASSESSMENT
REQUEST FOR PROPOSAL ("RFP")
Project: IT Training on Auditing Cybersecurity Governance and Controls
Maximum Amount of Contract: $ 16,000.00
October 6, 2015

Purpose

The Ohio Department of Insurance ("Department"), an agency of the State of Ohio, located at 50 West Town Street, 3rd Floor, Suite 300, Columbus, Ohio 43215, is seeking proposals from qualified vendors to provide continuing education for a maximum of 20 IT examiners, supervisors and financial examiners and analysts for the Department's Office of Risk Assessment.

This request is to cover a seminar consisting of three (3) eight-hour days occurring in either November or December 2015.

Background

The Office of Risk Assessment ("ORA") is responsible for the analysis and examination of domestic and foreign insurers. Part of this process includes assessing the risks associated with all insurers and covers Cybersecurity as one of these risks. The seminar provider will complete a three-day training that includes all course and subject material.

Calendar of Events

RFP Issued	October 6, 2015
Inquiry Period Ends	October 9, 2015 at 5 p.m. Eastern Time
Proposal Due Date	October 16, 2015 by 5 p.m. Eastern Time
Vendor Selected (estimated)	October 20, 2015
Purchase Order Issued (estimated)	October 26, 2015

The Department may reject any proposals or unsolicited proposal amendments that are received after the deadline. The Department may reject late proposals regardless of the cause for delay.

Proposal Submission

The vendor must submit its proposal via e-mail to david.cook@insurance.ohio.gov by 5 p.m. Eastern Time on October 16, 2015.

Inquiries

The Department will not respond to any inquiries made after 5 p.m. Eastern Time on October 9, 2015 but will post the last inquiries on the morning of October 13, 2015.

Modification of RFP

The Department may modify the RFP in writing at any time before the date established for submission of proposals.

Rejection of Proposals

The Department reserves the right to reject any and all proposals where the vendor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to standards, specifications and requirements as set out in the RFP. The Department reserves the right to reject, in whole or in part, any and all proposals where the Department, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the Department or the State of Ohio. Additionally, the Department reserves the right to cancel this RFP, reject all proposals and seek to do the work by other means.

Records

All proposals and other material submitted to the Department in response to this RFP will become the property of the Department. The vendor should not include trade secrets or proprietary information in a proposal or supporting materials because all proposals and supporting information are subject to Ohio's Public Records Law, Section 149.43 of the Ohio Revised Code. To protect the integrity of the competitive process and to comply with Section 125.071(C) of the Ohio Revised Code, the Department will close proposals from public review until the evaluation and award process is concluded. After the Department selects a successful proposal, all proposals will be public records.

Contract Terms and Conditions

The successful vendor will perform this work governed by the terms and conditions of the standard Department contract that is in use at the time the contract is executed. A copy of the current blank is attached hereto as Exhibit A and is incorporated herein as part of this RFP. Terms in this blank may change before a contract is executed if current law is amended or if new or revised executive orders are issued.

Executive Order 2011-12K: Governing the Expenditure of Public Funds for Offshore Services

Any vendor submitting a proposal must be in compliance with Executive Order 2011-12K. That order, at Section 3.a.ii, requires service vendors or prospective service vendors to do all of the following:

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 location(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; and
5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.

Any proposal where the performance of services is proposed to be provided at a location outside of the United States by the vendor or a subcontractor will not be considered.

In order to ensure compliance with Executive Order 2011-12K, each vendor must complete, sign and submit with the vendor's proposal the "Standard Affirmation and Disclosure Form," a blank of which is attached hereto as Exhibit B and is incorporated herein as part of the RFP. Any proposal for services lacking the affirmation and disclosure requirements of Executive Order 2011-12K will not be considered.

Vendor Qualifications

Firms may respond to this RFP. However, the individual trainer or trainers who are proposed to provide the training must be specifically identified and must meet at a minimum the qualifications set out below.

1. Certified Information System Auditor (CISA), Certified Information System Security Professional (CISSP) and Certified System Security Manager (CISM) professional designations;
2. Prior experience as a Chief Information Officer ("CIO") for a fortune 500 Company;
3. Prior teaching course experience for CISA, CISM and CISSP professional continuing education seminars; and
4. Prior participation in General Accepted System Security Principles (GSSP), Information Technology Security Evaluation Criteria (ITSEC) and Department of Defense (DOD) Information Assurance Certification Initiatives.

Qualified Certified Minority Business Enterprise ("MBE") vendors are encouraged to apply.

Scope of Work

1. The seminar provider will instruct Department staff members on the following broad topics and subjects:

    a) Gaining familiarity with the major Cybersecurity drivers, including risk and regulatory compliance.
    b) Classifying and assessing the significance of common and emerging treats to Cybersecurity.
    c) Identifying key Cybersecurity controls and how they affect the confidentiality, integrity, and availability of information assets.
    d) Learning to view and assess cybersecurity controls from an architectural perspective covering administrative, physical and technical controls.

2. The vendor will not discuss with or disclose to any third party any information or material obtained pursuant to the obligations as seminar provider without the prior written consent of the Department.
3. The vendor will furnish and use materials, tools, equipment and supplies necessary for the satisfactory performance of work, except as specified as provided by the Department.
4. The vendor will provide materials such as binders, etc. for a total of up to 20 people.

The Department will provide the facilities and services needed by the vendor to perform the obligations under the resulting contract as follows:

1. A room appropriately equipped for training in Columbus, Ohio.
2. Any other reasonable resource requested in advance by the vendor for the purpose of convenient and efficient conduct.

Proposal Content

The successful vendor's proposal for this project must include the following:

Cover Letter. The cover letter is to be in the form of a standard business letter and is to be signed by an individual legally authorized to bind the vendor. The cover letter must include the following: (1) a summary of the vendor's services to be provided; (2) the name, telephone number, fax number and e-mail address of a contact person with authority to answer questions regarding the proposal; (3) a statement that the vendor's proposal is public information; and (4) a

statement that the proposal will be valid for ninety (90) days following the Department's receipt of the proposal.

Executive Summary. The vendor is to include its legal name, business address and business telephone number. The vendor is to provide a brief narrative of the proposal to the Department and a description of the vendor's relevant experience.

Proposal Elements. Any vendor that submits a proposal will include in the body of the proposal the elements listed below.

1. A resume for any proposed trainer. If a firm is submitting candidates, the firm must screen all candidates to ensure that each candidate meets the qualifications.
2. Signed acknowledgement forms for each proposed trainer acknowledging that the trainer has been proposed to perform under the contract by the submitting vendor and confirming that the trainer is available under the terms of the RFP.

   [The acknowledgement can read as follows: I (trainer name) acknowledge that (vendor name) is submitting my name as a candidate for the Office of Risk Assessment IT Training on Auditing Cybersecurity Governance and Controls proposal. I am available for this assignment for the period of November 1st through December 31st. Also, I understand that knowingly being proposed on more than one vendor's proposal will disqualify me for consideration as a candidate for each and all proposals. (Candidate signature/Date.)]
3. A description of how each proposed trainer meets the qualifications set out in the "Vendor Qualifications" section of this RFP.
4. A description of each proposed trainer's experience and background relative to the duties and/or tasks listed in the "Scope of Work" section of this RFP and, if the proposed trainer is a subcontractor, a statement of that fact.
5. A completed, originally-signed copy of the "Standard Affirmation and Disclosure Form."

Cost. The vendor will submit the total cost for the seminar. No overtime rate is permitted. Travel expense and commuting time to and from the Department offices is at trainer's expense and shall not be considered in billed time. The maximum value of the resulting contract that the Department would offer is $16,000.00. However, the Department does not guarantee that any vendor would receive the total amount of the RFP.

The State of Ohio assumes no responsibility for costs that the vendor incurs prior to the award of any contract. The vendor will not be reimbursed for travel, lodging or any other expenses incurred in the performance of the services of trainer. The total liability of the State of Ohio is limited to the terms and conditions of a resulting contract.

Evaluation Criteria and Procedures

The Department will award the contract to the responsive and responsible vendor whose proposal the Department determines to be most advantageous to the State of Ohio. The Department will consider the following factors equally in evaluating the proposals: (1) meeting the "Vendor Qualifications" as set forth in this RFP, (2) background and experience relative to the items listed in the "Scope of Work" section of this RFP and (3) amount as described in the "Cost" section of this RFP. The Department may request additional information to evaluate a vendor's proposed costs, responsiveness to the RFP and responsibility. If a vendor does not provide the requested information, that fact may adversely impact the Department's evaluation of the vendor's bid.

A committee of the Office of Risk Assessment will open and evaluate the proposals and will choose the successful vendor.

Exhibit A

CONTRACT BLANK
Effective as of 7/21/2014

AGREEMENT
BETWEEN THE
OHIO DEPARTMENT OF INSURANCE
AND

_____

THIS AGREEMENT is made and entered into by and between the **Ohio Department of Insurance** (hereinafter "Department"), 50 West Town Street, 3rd Floor, Suite 300, Columbus, Ohio, 43215 and _____ (hereinafter "Contractor"), _____ and is effective as of the date of the signature by the Department on this Agreement.

WHEREAS, the Department desires to engage Contractor to provide professional consulting services;

(Optional): **WHEREAS,** [If applicable, insert language showing statutory authority to undertake this agreement – example: Pursuant to Ohio Revised Code Section _____, the Department may enter into agreements with contractors to effectuate the purposes for which the Department was created]; and

WHEREAS, Contractor desires to perform such services for the Department in accordance with the terms and conditions prescribed by the Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Department is the sole judge of the adequacy of such services. The Department thus reserves the right to cancel this Agreement should the Department at any time be dissatisfied with Contractor's performance of its duties under this Agreement.

1.2 The Department enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

1.3 Contractor shall perform services and the Department shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Department shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

1.4 In the event of a cancellation of this Agreement by the Department, Contractor shall be reimbursed in accordance with Article VI, Termination of Contractor's Services. All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

1.5 The Department may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to the Department's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. The Department retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Department or the State of Ohio.

ARTICLE II: SCOPE OF SERVICES

2.1 Contractor shall provide professional consulting services to the Department as follows:

2.1.1 Contractor shall provide _____.

2.1.2 Contractor shall provide _____.

2.1.3 Contractor shall provide _____.

2.2 The Department shall be responsible for _____.

2.3 Contractor shall not discuss with or disclose to any third party any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Department.

2.4 Contractor agrees that it shall furnish and use materials, tools, equipment and supplies necessary for the satisfactory performance of the work described in this Agreement.

ARTICLE III: TIME OF PERFORMANCE

3.1 The services as stated in Article II, Scope of Services, shall be commenced on _____ and concluded on or before _____.

3.2 This Agreement shall remain in effect until the work described in Article II, Scope of Services, is completed to the satisfaction of the Department and until Contractor is paid in accordance with Article IV, Payment, or until terminated as provided for in Article VI, Termination of Contractor's Services, whichever is sooner. This Agreement shall be completed no later than the ____ day of _____.

3.3 The Department may renew this Agreement on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, such renewal shall not extend beyond the expiration of the biennium in which this Agreement is effective.

3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (hereinafter "O.R.C.") Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IV: PAYMENT

4.1 The Department shall pay Contractor a maximum of _____ _____Dollars ($_____) for the services rendered pursuant to this Agreement.

4.2 The total amount due was computed according to the following cost schedule:

4.2.1

4.2.2

4.2.3

4.3 Under no circumstances shall the total amount due or payable to Contractor under this Agreement exceed a total amount of _____Dollars ($_____).

4.4 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.

4.5 The Department as an agency of the State of Ohio is exempt from federal, state and local taxes and shall not be liable for any taxes under this Agreement.

4.6 Contractor shall submit a proper invoice for the costs incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services performed and total hours worked. Upon receipt and approval of the invoice by the Department, a voucher for payment shall be processed.

4.7 **(Optional)** The Department and Contractor acknowledge that the Department has applied to _____ for funds for payment for this work. If the Department does not receive the funds requested from _____ for this work, this Agreement shall be null and void.

ARTICLE V: CERTIFICATION OF FUNDS

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Department gives Contractor written notice that such funds have been made available to the Department by the Department's funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

6.1 The Department may, at any time prior to the completion of services by Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.

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

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

6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Department all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and shall remain the property of the Department, to be used in such manner and for such purpose as the Department may choose.

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

6.6 Contractor may terminate this Agreement upon 30 days prior written notice to the Department.

ARTICLE VII: RELATIONSHIP OF PARTIES

7.1 The Department and the Contractor agree that, during the term of this Agreement, Contractor shall be engaged by the Department solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7.2 It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

7.3 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

7.4 While Contractor shall be required to render services described hereunder for the Department during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that the Department shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

7.5 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

ARTICLE VIII: RECORD KEEPING

8.1 During performance of this Agreement and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Department as the Department may reasonably require.

ARTICLE IX: CONFIDENTIALITY

9.1 Contractor may learn of information, documents, data, records or other materials that are confidential in the performance of this Agreement. Contractor shall not disclose any information obtained by Contractor as a result of this Agreement, without the written permission of the Department. Contractor shall assume that all Department information, documents, data, records or other materials are confidential.

9.2 Contractor's obligation to maintain the confidentiality of the information shall not apply where the information: (1) was already in Contractor's possession before disclosure by the Department, and the information was received by Contractor without the obligation of confidence: (2) is independently developed by Contractor unrelated to this Agreement; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Contractor from a third party without an obligation of confidence; (5) is disclosed by Contractor with the written consent of the Department; or (6) is released in accordance with a valid order of a court or governmental agency, provided that Contractor (a) notifies the Department of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be served by the original order of production.

9.3 Contractor shall, upon termination or expiration of this Agreement, return to the Department all originals of any information and destroy any copies Contractor has made relative to the work under this Agreement.

9.4 Contractor shall be liable for the disclosure of any confidential information. Contractor and the Department agree that the disclosure of confidential information of the Department may cause the Department irreparable damage for which remedies other than injunctive relief may be inadequate, and Contractor agrees that in the event of a breach of the obligations hereunder, the Department shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

9.5 Contractor acknowledges and agrees that the confidentiality obligations of the Department are subject to applicable law, including the Ohio Public Records law, and that disclosure of records by the Department pursuant to the Public Records law is not a breach of contract.

ARTICLE X: RELATED AGREEMENTS

10.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Department's approval for the purchase of articles,

supplies, components, or special mechanical services that do not involve the type of work or services described in Article II, Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval of the Department. All work subcontracted shall be at Contractor's expense.

10.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Department to terms inconsistent with, or at variance from, this Agreement.

10.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Department, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

10.4 Contractor shall furnish to the Department a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE XI: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

11.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

11.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Department in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Department shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

11.3 Contractor, by acceptance of the purchase order, certifies Contractor (1) has reviewed and understands Ohio ethics and conflict of interest laws and (2) will take no action inconsistent with those laws. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts with the State of Ohio up to and including disbarment. Contractor certifies that it is

currently in compliance and will continue to adhere to the requirements of Ohio ethics and conflict of interest laws.

ARTICLE XII: NONDISCRIMINATION OF EMPLOYMENT

12.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in O.R.C. Section 4112.01, national origin or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

12.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in O.R.C. Section 4112.01, national origin or ancestry.

12.3 Contractor shall comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, Contractor shall submit an Affirmative Action Program Verification Form to the DAS Equal Opportunity Division to comply with the affirmative action requirements. An Affirmative Action Program Verification Form can be completed by using the State of Ohio's electronic filing process at the Ohio Business Gateway at http://business.ohio.gov/.

12.4 Contractor understands that the Department encourages Contractor and its subcontractors to purchase goods and services from certified Minority Business Enterprise (hereinafter "MBE") and Encouraging Diversity, Growth, and Equity (hereinafter "EDGE") vendors when available.

ARTICLE XIII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

13.1 The Department shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Department shall be subject to copyright by Contractor in the United States or any other country.

13.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE XIV: LIABILITY

14.1 Contractor agrees to indemnify and to hold the Department and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.2 Contractor shall bear all costs associated with defending the Department and the State of Ohio against any claims.

14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

14.4 Contractor further agrees that Contractor shall be liable for all direct damages due to the fault or negligence of Contractor.

14.5 Contractor acknowledges and agrees that this Agreement does not provide Contractor with any right or claim to indemnification by the Department.

14.6 **(Optional)** Contractor shall purchase and maintain liability insurance pursuant to Exhibit A, attached hereto and incorporated herein. *(If liability insurance is to be carried by Contractor, attach and initial Exhibit A.]*

ARTICLE XV: COMPLIANCE WITH LAWS

15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE XVI: DRUG FREE WORKPLACE

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

17.1 Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

18.1 This Agreement contains the entire agreement between the parties hereto concerning the subject matter of the Agreement and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties concerning the subject matter of the Agreement.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

19.1 All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: PUBLICITY

21.1 Contractor shall not advertise that it is doing business with the Department or use this Agreement as a marketing or sales tool without the prior, written consent of the Department.

ARTICLE XXII: SEVERABILITY

22.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XXIII: CONTROLLING LAW

23.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance hereunder.

23.2 Contractor acknowledges and agrees that the Ohio Court of Claims is the only venue where Contractor can sue the Department for breach of this Agreement.

ARTICLE XXIV: SUCCESSORS AND ASSIGNS

24.1 This Agreement and any rights, duties, or obligations hereunder may not be assigned or transferred in whole or in part by Contractor, without the prior written consent of the Department.

ARTICLE XXV: REMEDIES

25.1 The parties to this Agreement retain the right to use all administrative, contractual, legal or other remedies given under this Agreement. The election of one or more remedies by any party to this Agreement shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE XXVI: LOBBYING

26.1 By signing this Agreement, Contractor certifies that it is in compliance with Sections 121.60 to 121.69 of the Ohio Revised Code and Contractor agrees that failure to comply shall be considered as a material breach of this Agreement.

ARTICLE XXVII: NATIONAL LABOR RELATIONS ACT

27.1 By signing this Agreement, Contractor certifies that it is not on the most recent list concerning persons with uncollected unfair labor practice contempt of court findings established pursuant to Section 121.23 of the Ohio Revised Code, by the Secretary of State.

ARTICLE XXVIII: NOTIFICATION OF UNAUTHORIZED RELEASE OF PERSONAL INFORMATION IN COMPUTERIZED DATABASES

28.1 Contractor agrees that it will contact, at Contractor's cost, individuals residing in Ohio if unencrypted or unredacted personal information about those individuals, that is included in computerized data owned or licensed by Contractor, is accessed and acquired by unauthorized persons pursuant to the applicable provisions of Sections 1345.51, 1347.01, 1347.12, 1349.19, 1349.191 and 1349.192 of the Ohio Revised Code.

ARTICLE XXIX: FEDERAL EXCLUDED PARTIES LIST SYSTEM

29.1 If an agency of the United States Government is the source of the funds for this Agreement, Contractor represents and warrants that it or any person acting on behalf of Contractor is not included on the federal Excluded Parties List System ("EPLS") operated by the General Services Administration and described in 48 C.F.R. 9.404. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to the Department any funds paid under this Agreement.

ARTICLE XXX: FINDINGS FOR RECOVERY

30.1 Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to the Department any funds paid under this Agreement.

ARTICLE XXXI: DEBARMENT

31.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to the Department any funds paid under this Agreement.

ARTICLE XXXII: COMPLIANCE WITH EXECUTIVE ORDER 2011-12K

32.1 Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms in this Agreement, the State reserves the right to recover any funds paid for services Contractor performs outside of the United States for which Contractor did not receive a waiver. The State does not waive any other rights and remedies provided for the State in this Agreement.

ARTICLE XXXIII: EXECUTION

33.1 This Agreement is not binding upon the Department unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

OHIO DEPARTMENT OF INSURANCE

Mary Taylor
Lt. Governor/Director

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

Date: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

Date: _____

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.

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

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

1. Principal location of business of Contractor:

   _____ _____
   (Address) (City, State, Zip)

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

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   _____ _____
   (Address) (City, State, Zip)

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

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

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

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

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____