



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: CHANGE CAMPUS CULTURE INITIATIVE

CONTRACT NUMBER: CSP907116

EFFECTIVE DATES: 01/12/16 TO 11/30/16

\* Renewal through 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP907116 that opened on 11/23/15. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Higher Education as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

[www.ohio.gov/procure](http://www.ohio.gov/procure)

\*Denotes renewal of contract for Ohio Alliance to End Sexual Violence with amendment 3.

The following are mutually agreed-upon changes/clarifications to the RFP language for the specified Strategy:

Any State information, documents, data, records or other material obtained in the performance of the contract is confidential and shall not be used for any purposes other than those stated in the Contract.

Support Strategy B:

SUBCONTRACTING – page 4 of the terms and conditions shall read: “The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.”

Ownership and Deliverables – Page 13 & 14 of the terms and conditions shall read: “All Deliverables produced by the Contractor and covered by this Contract, including software modifications, and documentation, will be owned by the Contractor, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work remain with the Contractor. Contractor will retain all title right and interest in any and all pre-existing intellectual property that shall be the subject for focus of the Contract conducted under the scope of this Contract, including but not limited to all pre-existing programs, materials, handouts, Powerpoint presentations, and curriculums.”

General Warranties, Software Warranty, Equipment Warranty; General Exclusions of Warranties. Page 16 and 17, of the terms and conditions shall read: “The Contractor represents that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will knowingly infringe on the intellectual property rights of any third party.”

Additionally, with respect to the Contractor's activities under this Contract, the Contractor represents that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; and (5) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

AGREED LANGUAGE CHANGES (cont.)

“UNH does not warrantee for material defects, nor fitness for a particular use”. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these representations. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor represents as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner. For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the representations and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those representations and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made. In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.”

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

AGREED LANGUAGE CHANGES (cont.)

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

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

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

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

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

GENERAL EXCLUSION OF WARRANTIES. The State makes no representations, express or implied, other than those express representations contained in this contract. The contractor also makes no representations of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does represents that the contractor's work will meet the stated purpose for that work.

COST SUMMARY

Description	Cost
<b>CONTRACTOR: SUPPORT STRATEGY A: OHIO DOMESTIC VIOLENCE NETWORK</b>	
OAKS Item No: 29284 Support Strategy A: Analyze data collected from campus climate surveys using statistical analysis systems and provide a report. Provide up to 8 hours of consulting support to campuses using the data received.	\$3,750.00 Cost per campus \$125.00 Cost per additional hour of consulting
<b>CONTRACTOR SUPPORT STRATEGY B, C and D: OHIO ALLIANCE TO END SEXUAL VIOLENCE</b>	
OAKS Item No: 29285 Support Strategy B: Provide evidence-based training for campus stakeholders, via 4 regional workshops in a “train the trainer” type program. To include providing survey feedback and technical assistance.	\$ 187,900.00 Total Cost
OAKS Item No: 29286 Support Strategy C: Via four (4) regional workshops, assist Ohio campuses in developing and/or reviewing their comprehensive response protocols toward campus sexual misconduct and/or training stakeholders on their response protocols.	\$160,783.00 Total Cost
OAKS Item No: 29287 Support Strategy D: Provide survivor-centered response program training for campus stakeholders, via 4 regional workshops in a “train the trainer” type program. To include, but not limited to a) confidential advisors, b) trauma-informed reporting c) balancing survivor and accused needs during the adjudications process training and provide survey feedback and technical assistance as needed.	\$171,033.00 Total Cost

All costs must be in U.S. Dollars.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP907116-1



172911  
Ohio Alliance to End Sexual Violence  
1228 Euclid Ave, Suite 200  
Cleveland, OH 44114

TERMS: Net 30

Telephone: 216-658-1381

CONTRACTOR'S CONTACT:

\*Rosa Beltre

\*Telephone: 216-658-1381, ext 202

\*E-Mail: [rbeltre@oaesv.org](mailto:rbeltre@oaesv.org)

\*Deleted expired contractor

\*Denotes change with amendment 3.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	01/01/17	Notice of contract renewal through 06/30/17 for OAESV. Additionally, updated contractor contact information.
2	12/01/16	Notice of contract renewal only for Ohio Alliance To End Sexual Violence through 12/31/16. Notice of contract expiration for Ohio Domestic Violence Network effective 11/30/16 and notice of contract expiration for Ohio Alliance To End Sexual Violence, effective 12/31/16, with no anticipated future bid.
1	05/09/16	Notice of address changes for both suppliers.