

STATE OF OHIO
DEPARTMENT OF INSURANCE
OFFICE OF LEGAL SERVICES

INVITATION TO BID ("ITB")
FOR MBE CERTIFIED VENDORS ONLY

Maximum Amount of Contract: \$10,000.00

Project: Administrative Hearings/Stenograph Reporting & Transcription
June 22, 2009

I. 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 bids from qualified vendors with Minority Business Enterprise ("MBE") certification to provide professional stenograph reporting and transcription services for adjudicatory hearings, public hearings and other proceedings held by the Department's Office of Legal Services.

This request is to cover the period commencing on July 24, 2009 (estimated) and ending on or about June 30, 2010. The exact starting dates and times will be established upon issuing the purchase order and may not be the exact dates for the starting periods stated herein.

II. Background

The Office of Legal Services is responsible for conducting administrative hearings in compliance with procedural safeguards afforded by Chapter 119 of the Ohio Revised Code. At each hearing, the Department must make a stenographic record of testimony, other evidence and admissibility rulings presented in the hearing.

III. Calendar of Events

ITB Issued	June 22, 2009
Inquiry Period Ends	June 25, 2009 by 3 p.m. Eastern Daylight Savings Time
Bid Due Date	June 29, 2009 by 3 p.m. Eastern Daylight Savings Time
Vendor Selected (estimated)	July 13, 2009
Purchase Order Issued (estimated)	July 24, 2009
Work Begins (estimated)	July 24, 2009

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

IV. Proposal Submission

The vendor must submit its bid via e-mail to sharon.green@ins.state.oh.us by 3 p.m. Eastern Standard Time on June 29, 2009.

V. Inquiries

Vendors are to direct all questions regarding this ITB to sharon.green@ins.state.oh.us or to Sharon Green, Hearing Administrator, at 614-644-2640. The Department will place the questions, without attribution to the inquirer, and the responses on the Department's website at www.ohioinsurance.gov with updates posted daily for the questions received through 3 p.m. on the prior day. The Department will not respond to any inquiries made after 3 p.m. Eastern

Daylight Savings Time on June 25, 2009 but will post the last inquiries on the morning of June 26, 2009.

VI. Modification of ITB

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

VII. Rejection of Bids

The Department reserves the right to reject any and all bids, in whole or part, where the bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the ITB; where the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the Department's available funds; and where the Department determines that awarding any items is not in the best interest of the Department or the State of Ohio. Additionally, the Department reserves the right to cancel this ITB, reject all bids and seek to do the work by other means.

VIII. Records

All bids and other material submitted to the Department in response to this ITB will become the property of the Department. The bidder should not include trade secrets and proprietary information in a bid or supporting materials because all bids and supporting information are subject to Ohio's Public Records Act, Section 149.43 of the Ohio Revised Code. To protect the integrity of the competitive process, the Department will close bids from public review until after the evaluation and award process is concluded. After the Department selects a successful bid, all bids will be public records.

IX. Contract Terms and Conditions

The successful vendor will perform this work governed by the terms and conditions of the standard Department contract, a blank of which is attached hereto as Exhibit A and is incorporated herein as part of this ITB.

X. Vendor Qualifications and Requirements

A. Vendor Staffing Qualifications

1. The vendor's stenograph reporting staff must maintain a valid Registered Professional Reporter ("RPR") certificate and be employed by the vendor on a full-time basis. Subcontracting is not permitted and may be cause for disqualification.
2. The vendor must be able to provide qualified, registered professional reporters on a daily basis, upon twenty-four (24) hour notification from the Department. As occasions will arise on which two or more hearings may be held simultaneously, the vendor must immediately upon contact by the Department, advise the Department of the vendor's staffing capacity and ability to fulfill the additional work assignment(s).
3. The vendor presently must employ a sufficient staff of qualified RPRs so that reporters will be available for the Department each and every business day (i.e. weekdays excluding state holidays) at such time and place as the Department determines. The vendor will make reporters available on a normal notice of three to five business days. The vendor's reporters also must be available, on occasion, on short notice, possibly as little as one day. Scheduled hearings may be cancelled and rescheduled by the Department with advance notice.

B. Qualified, Registered Professional Reporter Requirements

1. "Qualified Reporter" is defined as an individual with a minimum reporting speed of 225 words per minute, in addition to the requirements listed below.
2. "RPR" is defined as an individual holding a valid RPR Certificate from the National Court Reporters Association ("NCRA") and is a member in good standing with the NCRA.
3. The vendor and its employees all must be licensed notaries public of the State of Ohio.
4. Each individual designated for stenograph reporting duties must be either a full-time officer or a full-time employee of the vendor, with a minimum of three (3) years reporting experience.

C. Verification of Qualifications

1. Vendor Business References: The vendor is to submit three (3) business references of clients whom the vendor has served during the past twelve months. Reference information is to include the client phone number, contact person, and address of the client company to facilitate verification of such references.
2. The vendor is to submit a list of all stenograph reporters that may be utilized for the resulting contract.
3. The vendor is to submit a copy of the current RPR certificate and a copy of the current notary public license for each stenograph reporter who may be utilized under the resulting contract.
4. The vendor is to submit a statement attesting to the words per minute speed of each stenographic reporter who may be utilized under the resulting contract.
5. Employee References: The vendor is to submit employee references documenting at least three (3) years of stenograph reporting experience for each employee that may be assigned under the resulting contract. Reference information must include company phone number, contact person, and address of the company to facilitate verification of such references.

XI. Transcript Requirements

A. General Requirements

The following guidelines are to be followed when preparing transcripts:

1. No fewer than twenty-five typed lines on standard eight and one-half inch by eleven inch paper;
2. The use of all caps is prohibited;
3. No fewer than ten characters to the typed inch;
4. Left-hand margin to be set at no more than one and three-quarters of an inch;
5. Right-hand margin to be set at no more than three-eighths of an inch;
6. Each question and answer ("Q and A") to begin on a separate line;
7. Each Q and A to begin no more than five (5) spaces from the left-hand margin, with no more than five (5) spaces from the Q and A to the text;
8. Carry-over Q and A lines to begin at the left-hand margin;
9. All hearings or proceedings will be recorded only by the vendor's own qualified, registered professional reporters by means of mechanical or computerized stenographic or stenotype process. The use of a "closed microphone" or "steno-mask" system will not be acceptable;
10. The vendor will transcribe, upon the Department's request, any audio tapes obtained by the Department at hearings conducted without a reporter or vendor, including transcribing tapes from any recording media. Charges for transcript pages of audiotapes are to be on a transcript page basis only, without inclusion of a reporter hourly charge. The transcription of such audio tapes will be prepared and delivered under the terms of preparation and delivery provided in the agency purchase order;

11. All condensed transcripts (i.e., 4 pages of transcription on one page) must come with a word index which indicates all words used in the transcription, with the exception of words such as "and" or "the";
12. Upon request, the vendor must provide the Department with transcripts on compact diskettes (CDs) compatible with Windows and translated into MS Word. Diskettes will be returned to the vendor.

B. Special Requirements

1. At the Department's discretion, a particular purchase may include specific requirements for the preparation and delivery of the hearing transcript.
2. Such special requirements may include, but are not limited to, changes to the General Requirements, establishing a delivery due date, establishing protocols for the handling of exhibits and transcript format.

C. Transcript Copies

The vendor should expect payment for the original and up to one copy. Thereafter, the Department will have the option of making additional copies of transcripts as required for use by the Department. Additional transcript copies also will be made available from the vendor at a per page rate.

D. Document Retention

1. The vendor will maintain the hearing record notes, stenotype tapes and other pertinent transcription source documents for a period of not less than five (5) years following the recording of any hearing or proceeding.
2. The vendor will make transcript source documents available to the Department upon request.

XII. Transcript Delivery

A. Transcripts are to be delivered in accordance with the purchase order requirements of the Department.

1. Under the "standard" timeline for delivery, the vendor is to prepare and deliver a proper transcription of professional quality within fifteen (15) business days following the recording of each hearing or proceeding.
2. When requested by the Department, the vendor is to provide transcripts on an "expedited" basis within ten (10) working days following the recording of any hearing or proceeding.
3. When requested, the vendor is to provide transcripts on a "special delivery" basis within (5) working days following the recording of any hearing or proceeding.
4. When requested, the vendor is to provide transcripts on an "emergency" basis within two (2) working days following the recording of any hearing or proceeding.

B. Performance Agreement

The following Performance Agreement is part of this ITB and the resulting contract. The signature of the individual legally authorized to bind the vendor on the cover letter (see Section XIII below) accompanying the Bid Response to this ITB signifies the vendor's intention to be bound by the terms of this Performance Agreement.

1. If the transcripts are not delivered within the time requirements stated herein, the following penalties may be assessed:

- a. If the transcripts are 1-5 days late, a 10% deduction in the cost charged to the Department for the transcripts that were delivered late.
 - b. If the transcripts are 6-10 days late, a 25% deduction in the cost charged to the Department for the transcripts that were delivered late.
 - c. If transcripts are 11 + days late, a 50% deduction in the cost charged to the Department for the transcripts that were delivered late.
2. Continued failures on the vendor's part to meet a time limit or to maintain adequate quality control will constitute grounds for termination of the contract as deemed necessary by the Department.

XIII. Bid Format and Content

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

Cover Letter/Executive Summary. The cover letter/executive summary is to be in the form of a standard business letter and is to be signed by an individual legally authorized to bind the company. The cover letter/executive summary 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 bid; (3) a statement that the vendor's bid is public information; and (4) a statement that the bid will be valid for ninety (90) days following the Department's receipt of the bid.

Vendor Profile. The vendor is to provide a general narrative of the vendor's history and ability to support the requirements outlined in this ITB and should address the factors listed under "Responsible Bidder" in Section XIV below. All submissions are to contain a profile of the vendor's experience, including at least three examples (in last five years) of comparable project background and experience. A vendor bidding on this contract must submit copies of the vendor's MBE certification documents.

Scope of Work. This section must include a description of the vendor's overall understanding of the work and of the individual tasks to be performed. This plan should detail the qualifications, requirements and timeframes as described in sections X (Vendor Qualifications and Requirements), XI (Transcript Requirements) and XII (Transcript Delivery) of this ITB.

Price Schedule. The maximum value of the resulting contract that the Department would offer is \$10,000.00. However, the Department does not guarantee that any vendor will receive the total amount of the contract as stenograph reporting and transcription services are requested on an "as needed" basis.

Any travel or per diem required by the vendor to carry out its obligations under the contract will be at the vendor's expense. Regardless of the hearing site, mileage or other travel expenses will not be paid by the State of Ohio.

The State of Ohio assumes no responsibility for costs that the vendor incurs prior to the award of any contract. The total liability of the State of Ohio is limited to the terms and conditions of a resulting contract.

The vendor's bid must include the prices for the various elements of the work on a per hour, per hearing or per page basis. The vendor should provide its price information in the chart format set out below.

SERVICE	UNIT	COST
Charge per reporter hour	Per hour	
Minimum Charge (if any) per hearing (May only apply to hearings of one hour or less and twenty pages or less.)	Per hearing	
Late notification of cancellation of hearing (Bidder should indicate the timing for a late charge to occur.)	Per hearing	
Charge per transcript page (Regular delivery within 15 business days after hearing)	Per page	
Charge per transcript page (Expedited delivery within 10 business days after hearing)	Per page	
Charge per transcript page (Special delivery within 5 business days after hearing)	Per page	
Charge per transcript page (Emergency delivery within 2 business days after hearing)	Per page	
Charge per transcript page (Additional copied pages)	Per page	
Scanned hearing exhibits	Per page	
Bidders may include a complete list of other available services with their Bid Responses. If selected for the contract, this list will be added to the vendor's price scheduling page.		

XIV. Evaluation Criteria and Procedure

The Department will award the contract to the lowest responsive and responsible bidder as determined by the Department under the Ohio Revised Code. The Department may request additional information to evaluate a vendor's proposed prices, responsiveness to the ITB or responsibility. If a vendor does not provide the requested information, that fact may adversely impact the Department's evaluation of the vendor's bid.

Lowest Bidder. A bidder is lowest if its bid offers the lowest-cost supply or service in comparison to all other bidders as set forth in the bid. While bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest bidder.

Responsive Bidder. A bidder is responsive if its bid responds to the bid specifications in all material aspects and contains no irregularities or deviations that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

Responsible Bidder. The Department's determination of a bidder's responsibility includes the following factors:

- (a) experience of the vendor,
- (b) vendor's financial condition,
- (c) vendor's conduct and performance on previous contracts,
- (d) the vendor's facilities,
- (e) the vendor's management skills,

- (f) the vendor's ability to execute the contract properly, and
- (g) review of the Federal Excluded Parties List System and the Ohio Unresolved Findings for Recovery List maintained by the Auditor of State.

Evaluation Procedure. A committee of the Office of Legal Services will open and evaluate the bids and will chose the successful vendor.

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**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.

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

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

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.

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- 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

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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 ("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:
 -
 -
 -
 -
- 4.3 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.

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

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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 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.

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

- 9.1 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.
- 9.2 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.

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- 9.3 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.
- 9.4 Contractor shall furnish to the Department a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 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.
- 10.2 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.
- 10.3 In accordance with Executive Order 2007-01S, Contractor, by acceptance of the purchase order, certifies (1) Contractor has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Contractor understands that failure to comply with Executive Order 2007-01S 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 laws. Executive Order 2007-01S is available at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 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,

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shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

- 11.2 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, national origin, or disability.
- 11.3 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. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's web site at:
<http://www.das.ohio.gov/Eod/AAEEO.htm>.

- 11.4 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 XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 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.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE XIII: LIABILITY

- 13.1 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

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Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

- 13.2 Contractor shall bear all costs associated with defending the Department and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor further agrees that Contractor shall be liable for all direct damages due to the fault or negligence of Contractor.

ARTICLE XIV: COMPLIANCE WITH LAWS

- 14.1 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 XV: DRUG FREE WORKPLACE

- 15.1 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 XVI: CAMPAIGN CONTRIBUTIONS

- 16.1 Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

ARTICLE XVII: ENTIRE AGREEMENT/WAIVER

- 17.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 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.

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ARTICLE XVIII: NOTICES

18.1 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 XIX: HEADINGS

19.1 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 XX: SEVERABILITY

20.1 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 be extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XXI: CONTROLLING LAW

21.1 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 thereunder.

ARTICLE XXII: SUCCESSORS AND ASSIGNS

22.1 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 XXIII: REMEDIES

23.1 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 XXIV: LOBBYING

24.1 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.

EXHIBIT A: CONTRACT BLANK

ARTICLE XXV: NATIONAL LABOR RELATIONS ACT

25.1 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 XXVI: NOTIFICATION OF UNAUTHORIZED RELEASE OF PERSONAL INFORMATION IN COMPUTERIZED DATABASES

26.1 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 XXVII: FEDERAL EXCLUDED PARTIES LIST SYSTEM

27.1 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 XXVIII: FINDINGS FOR RECOVERY

28.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. 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 XXIX: DEBARMENT

29.1 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.

EXHIBIT A: CONTRACT BLANK

ARTICLE XXX: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

30.1 Contractor hereby represents and warrants to the Department that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and, if required by law to complete the certification described in O.R.C. Section 2909.33(C), that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has completed or will complete such certification, if required by law, to the Ohio Office of Budget and Management through that agency's online Ohio Business Gateway at <https://ohiobusinessgateway.ohio.gov/> prior to execution of this Agreement. If these representations and warranties are 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: EXECUTION

31.1 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 Jo Hudson
Superintendent

XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

By: _____

By: _____

Date: _____

Date: _____