

INVITATION TO BID

ITB NUMBER: ACQ1009
DATE ISSUED: November 3, 2010

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for State Agencies, and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services (Ohio DAS CO-OP), is requesting bids for:

Information Technology (IT) Equipment Pickup, Disposal and Delivery Services

INQUIRY PERIOD BEGINS: November 3, 2010
INQUIRY PERIOD ENDS: November 22, 2010
OPENING DATE: December 3, 2010
OPENING TIME: 1:00 P.M.
OPENING LOCATION: Department of Administrative Services
I.T. Procurement Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-BID CONFERENCE DATE: November 15, 2010, at 1:00 p.m.
Willow/Walnut Conference Rooms
4200 Surface Road
Columbus, Ohio 43228

This ITB consists of five parts and 7 attachments, totaling 45 consecutively numbered pages.

Supplements also may be attached to this ITB with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is an Invitation to Bid ("ITB") under Section 125.07 and 125.18 of the Ohio Revised Code (the "Revised Code") and Rule 123:5-1-07 of the Ohio Administrative Code (the "Administrative Code"). The Department of Administrative Services is soliciting bids ("Bids") for Information Technology (IT) disposal services for pickup, removal of sensitive information from excess computers and other IT equipment, equipment diagnostic services and delivery to State Surplus or other locations (the "Deliverables"), and this ITB is the result of that initiative.

If a participating vendor ("Bidder") submits a suitable Bid in response to this ITB, the State of Ohio (the "State"), through the Department of Administrative Services, may enter into a contract (the "Contract") to have the selected Bidder (the "Contractor") provide all or part of the Deliverables. This ITB provides details on what is required to submit a Bid for the Deliverables, how the State will evaluate the Bids, and what will be required of the Contractor under the Contract.

This ITB also gives the estimated dates for the various events in the bid process and performance of the Contract. While these dates are subject to change, prospective Bidders must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Contractor's performance under the Contract is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. But the State may renew this Contract for up to 4 additional one-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

Once the Contract is awarded, the supplies and services will be available to all State Agencies, and properly registered members of the Ohio DAS CO-OP.

The State may reject any Bid if the Bidder fails to meet a deadline in the bid process or objects to the dates for performance of the Contract or the terms and conditions in this ITB. The State also may reject any Bid if the Bidder's Deliverables fail to meet the requirements of this ITB.

Background. The Ohio Department of Administrative Services (DAS) maintains the responsibility for managing the State and Federal Surplus Program located at 4200 Surface Road, Columbus, Ohio 43228-1395.

State and Federal Surplus Services disburses property declared as surplus or excess by State agencies. When State agencies declare property as excess or surplus because it no longer has any use to the State, no longer needed by the agency that possesses the property or the property is at the end of its life cycle for government use, the property is made available to other state agencies, state institutions of higher education, tax-supported agencies, municipal corporations and other political subdivisions of the state, including public schools. Remaining property is sold at public auction hosted by State and Federal Surplus Services. It should be noted that Ohio DAS CO-OP members do not send property to State and Federal Surplus Services for public auction.

State and Federal Surplus Services also acquires surplus federal property that it transfers to eligible customers for a service fee.

Once the assets are relinquished by state agencies, DAS State and Federal Surplus Services governs the salvage, sale by public auction, or transfer of IT surplus and excess supplies covered under the Contract.

The Contract also allows DAS to mitigate risk with regard to State data, licensed software and intellectual property, rechargeable batteries and other hazardous materials in the disposal, servicing or transfer of State IT equipment.

All State agencies and properly registered members of the Ohio DAS CO-OP may utilize this Contract for the following services:

- Pickup of excess equipment,
- Prepare equipment,
- Diagnose equipment to determine if equipment is in working condition,
- Disk drive wiping (sanitizing)
- Delivery of equipment, and
- Documentation.

In addition to the IT equipment services listed above, the Ohio Department of Job and Family Services (ODJFS), the originating agency may request the following related services:

- Redeployment of ODJFS IT equipment, which can either be sent to the ODJFS warehouse at 2000 Toronado Blvd, Suite C, Columbus, Ohio 43207, or exchanged at a designated agency's location as requested by ODJFS. This determination will be made by the agency during the initial contact (request for service) with the Contractor. An exchange means that the Contractor picks up the identified IT equipment and replaces it with another previously sanitized unit. To accomplish this, the Contractor must keep a perpetual inventory of 250 to 300 functioning, sanitized units in stock at a Contractor warehouse facility.

Calendar of Events. The schedule for the bid process is given below. The State may change this schedule at anytime. If the State changes the schedule before the Bid due date, it will do so through an announcement on the State Procurement Website's question and answer area for this ITB. The Website announcement will be followed by an amendment to this ITB, also available through the State Procurement Website. After the Bid due date and before the award of the Contract, the State will make schedule changes through the ITB amendment process. It is each prospective Bidder's responsibility to check the Website question and answer area for this ITB for current information regarding this ITB and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

| | |
|--------------------------|---------------------------------|
| ITB Issued: | November 3, 2010 |
| Inquiry Period Begins: | November 3, 2010 |
| Pre-Bid Conference Date: | November 15, 2010, 1:00 p.m. |
| Inquiry Period Ends: | November 22, 2010, at 8:00 a.m. |
| Bid Due Date: | December 3, 2010, at 1:00 p.m. |

Estimated Dates

| | |
|-----------------|---------------|
| Contract Award: | December 2010 |
|-----------------|---------------|

Contract Dates:

| | |
|-------------|--------------|
| Start Date: | January 2011 |
|-------------|--------------|

There are references in this ITB to the Bid due date. Prospective Bidders must assume, unless it is clearly provided to the contrary in this ITB, that any such reference means the date and time (Columbus, Ohio local time) that the Bids are due and not just the date.

PART TWO: STRUCTURE OF THIS ITB

Organization. This ITB is organized into five parts and has 7 attachments. The parts and attachments are listed below. There also may be one or more supplements to this ITB listed below.

Parts:

Part 1 Executive Summary
Part 2 Structure of this ITB
Part 3 General Instructions
Part 4 Evaluation of Bids
Part 5 Award of the Contract

Attachments:

| | |
|------------------|--|
| Attachment One | Requirements and Special Provisions |
| Attachment Two | Requirements for Bids |
| Attachment Three | General Terms and Conditions |
| Attachment Four | Bid Commitment |
| Attachment Five | Bidder Certifications |
| Attachment Six | Standard Affirmation and Disclosure Form, including Executive Order 2010-09S |
| Attachment Seven | Cost Summary |

Supplements:

Supplement One Surplus Property Turn-In Document (ADM 3672-e)
Supplement Two ODJFS Asset Management Control Sheet (JFS 00869)
Supplement Three State of Ohio Locations of Pickup
Supplement Four State of Ohio IT Policy, Disposal, Servicing and Transfer of IT Equipment (ITP-E.1)

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to obtain more information about this ITB and how to respond to it. All responses must be complete and in the prescribed format.

Contacts. The following IT procurement representatives will represent the State during the ITB process:

IT Procurement Representatives:

Valerie Piccininni and Bruce Reichenbach
Department of Administrative Services
IT Procurement Services
4200 Surface Road
Columbus, Ohio 43228

During the performance of the Contract, a State representative (the "Contract Representative") will represent Department of Administrative Service and be the primary contact for the Contract. The State will designate the Contract Representative in writing after the Contract award.

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

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select doc/bid/schedule "Schedule #" as the Type;

- Enter ACQ1009 for the ITB number;
- Click the “Find It Fast” button;
- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
 - a. Full name of the prospective Bidder’s representative for the inquiry,
 - b. Name of the prospective Bidder,
 - c. Representative’s phone number, and
 - d. Representative’s email address;
- Type the inquiry in the space provided and include:
 - e. A reference to the relevant part of this ITB,
 - f. The heading for the provision under question, and
 - g. The page number of the ITB where the provision can be found; and
- Click the “Submit” button.

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

Bidders may view inquiries and responses on the State’s Procurement Website by using the “Find It Fast” feature described above and by clicking the “View Q & A” button on the document information page.

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

Pre-Bid Conference. The State will hold a pre-Bid conference on Monday, November 15, 2010, at 1:00 p.m., in the Walnut/Willow Conference Room, of the Department of Administrative Services building, located at 4200 Surface Road, Columbus, Ohio 43228-1395. The purpose of this conference is to discuss the ITB and the Deliverables with prospective Bidders and to allow Bidders to ask questions arising from their initial review of this ITB. A walk-through of the State Surplus facility will also be part of the pre-Bid Conference.

Attendance at the pre-Bid conference is not a prerequisite to submitting a Bid.

Amendments to the ITB. If the State amends this ITB before the Bids are due, it will announce all amendments on the State Procurement Website.

Bidders may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage and then clicking on the amendment number to display the amendment.

When the State amends this ITB, it also may extend the Bid due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Bids are due, and it is each prospective Bidder’s responsibility to check for announcements and other current information regarding this ITB.

Bid Submittal. Each Bidder must submit **six (6)** completed, sealed, and signed copies of its Bid in an opaque bid package/envelope. The Bidder must clearly mark the bid package/envelope "**ACQ1009 - IT Equipment Pickup, Disposal and Delivery Services ITB - Bid**" on the outside bid package/envelope.

In each sealed envelope, the Bidder must include an electronic copy of everything contained within the package on CD-ROM in Microsoft Office and PDF format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Bid, the hard copy will control, and the State will base its evaluation of the Bid on the hard copy.

Bids are due no later than 1:00 p.m. on the Bid due date. State will reject bids submitted by email or fax. Bidders must submit their Bids to:

Department of Administrative Services
I.T. Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228-1395

The State may reject any Bid or unsolicited modifications it receives after the deadline. A Bidder that mails its Bid must allow for adequate mailing time to ensure its timely receipt. Additionally, Bidders must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday except on State Holidays. Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once opened, Bids cannot be altered or withdrawn, except as allowed by this ITB.

By submitting a Bid, the Bidder acknowledges it has read this ITB, understands it, and agrees to be bound by its terms. The State is not responsible for the accuracy of any information regarding this ITB gathered through a source other than the inquiry process described in this ITB.

All Bids and other material Bidders submit will become the property of the State and may be returned only at the State's option. Bidders should not include any proprietary information in a Bid or in other material submitted as part of the evaluation process because the State will have the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after the Bid opening.

The State will retain all Bids, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Bids and any copies of them.

Prospective Bidders may not prepare or modify their Bids on State property.

Waiver of Defects. The State may waive any defects in any Bid or in the submission process followed by a Bidder. But the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Bidders.

Changes to Bids. The State will allow modifications to and withdrawals of Bids only if the State receives them before the Bid due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this ITB.

Bid Instructions. Each Bid must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two, which describes the requirements for a Bid's contents and formatting. The State wants clear and concise Bids, but Bidders must answer questions completely and meet all the ITB's requirements.

Bid Costs. The State is not liable for any costs a Bidder incurs in responding to this ITB or from participating in the bidding process. This is true regardless of whether the State awards the Contract through this process, decides not to go forward with the procurement, cancels this ITB for any reason, or contracts for the Deliverables through another ITB or a different process.

Location of Data. The selected Bidder and its subcontractors must do all work related to the Contract and keep all State data at the location(s) disclosed in the Bidder's Bid. The Bidder's disclosed locations must be United States locations. If Attachment One contains any restrictions on where work under the Contract may be done or where any State data may be kept, the State may reject any Bid proposing to do any work or make State data available outside of those geographic restrictions.

PART FOUR: BID EVALUATION

Bid Opening. The State will open the Bids on December 3, 2010, at 1:00 p.m. (Columbus, Ohio local time), and Bidders may attend the opening. The State will open the Bids in the presence of a representative of the Auditor of State. After the opening, the Procurement Representative will begin the initial review of the Bids.

After Bids are opened, they are public records, as defined in Revised Code Section 149.43, and they are subject to all laws applicable to public records.

Rejection of Bids. The State may reject any Bid that is late, not in the required format, does not address all the requirements of this ITB, or that the State believes is excessive in price. The State also may reject any Bid in which the Bidder takes exception to the terms and conditions of this ITB, includes assumptions or conditions, or fails to comply with the procedures for participating in the ITB process. In addition, if the State believes it is in its interests to do so, it may cancel this ITB, reject all the Bids, and seek to make the procurement through a new ITB or other means.

Evaluation of Bids. The Bid evaluation process may consist of up to five phases:

1. Initial review
2. Determination of costs
3. Determination of responsiveness
4. Determination of responsibility
5. Award

Clarifications and Corrections. During the evaluation process, the State may request clarifications from any Bidder with a Bid under active consideration and may give any Bidder the opportunity to correct defects in its Bid. But the State will do so only if it believes that it is in the State's interests to do so and it will not result in an unfair advantage for the Bidder. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does reject such a clarification, it then may request a corrected clarification, consider the Bid without the clarification, or disqualify the Bid.

Bidders may not prepare corrections or clarifications to their Bids on State property.

Initial Review. The Procurement Representative will review all Bids for their format and completeness. The Procurement Representative normally rejects incomplete or incorrectly formatted Bids, though he or she may waive any minor defects or allow a Bidder to submit a correction for such defects. Further, if the Auditor of State does not certify a Bid due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness.

Determination of Lowest Bid. For the State to determine a Bid is the lowest Bid, the State must determine the Bid comes from a responsible Bidder, the Bid is responsive to the requirements of this ITB, and the Bid offers the lowest-cost Deliverables in comparison to all other responsive Bids from responsible Bidders. The State will make this determination without regard to any discounts or incentives and only after application of any preferences, as further described below. The lowest bid will be determined by adding the total prices for Sections 1 through 3 on the Cost Summary in Attachment Seven. Bidders are responsible for all calculations.

Discounts and Incentives. While Bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest Bidder.

Determination of Responsiveness. After the determination of the lowest Bid, the State will evaluate the lowest Bid to determine whether it is responsive. A Bid is responsive if it responds to the ITB's specifications in all material respects and contains no irregularities or deviations from the specifications

that would affect the amount of the Bid, give the Bidder an unfair competitive advantage, or affect the value the State will receive from the Deliverables.

The State always will review the responsiveness of the selected Bid before making the award. If the State determines that the selected Bid is not responsive, the State may reject it and review the next lowest Bid for its responsiveness. The State may continue this process until it identifies a responsive Bid or determines that no acceptable Bid is responsive.

Determination of Responsibility. After the determination of the lowest Bid, the State will review the background of the lowest Bidder and its subcontractors, if applicable, to ensure the responsibility of the Bidder. The State will not award the Contract to a Bidder that it determines is not responsible or that has proposed subcontractors that are not responsible. The State's determination of a Bidder's responsibility may include the following factors: experience, financial condition, conduct and performance on previous contracts, facilities, management skills, and ability to execute the Contract properly. The State may make this determination of responsibility based on information in the Bidder's Bid, from reference evaluations, from a review of the Bidder's financial ability, and any other sources that the State requests from the Bidder or that it determines is relevant.

The State always will review the responsibility of the selected Bidder before making the award. If the State determines that the selected Bidder is not responsible, the State may reject its Bid and review the next lowest Bidder for its responsibility. The State may continue this process until it identifies a responsible Bidder or determines that no Bidder with an acceptable Bid is responsible.

Reference Checks. As part of the State's determination of a Bidder's responsibility, the State may conduct reference checks to verify and validate the Bidder's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the Bidder or a proposed candidate or subcontractor may be cause for rejection of the Bidder's Proposal. Additionally, the State may reject a Bidder's Proposal as non-responsive if the Bidder fails to provide requested reference contact information.

In checking a Bidder's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the Bidder's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the Bidder. In doing this, the State may check references other than those provided in the Bidder's Proposal. The State also may use information from other sources, such as third party reporting agencies.

Financial Ability. Part of the State's determination of a Bidder's responsibility may include the Bidder's financial ability to perform the Contract. This ITB may expressly require the submission of audited financial statements from all Bidders in their Bids. But if this ITB does not make this an express requirement, the State still may insist that a Bidder, prior to award, submit audited financial statements from the past three years, if the State is concerned that a Bidder may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this ITB requires as part of a Bid, such as credit reports from third-party reporting agencies.

Debarment. The State will not award the Contract to any Bidder that is listed on the State's debarment list at the time of the award. Further, the State will not award the Contract to any Bidder on the US government's debarment list at the time of the award if the State is relying on federal funds to make payments under the Contract or otherwise believes it is not in the State's interest to do so.

Section 9.24 Findings. Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Bid, the Bidder warrants that it is not subject to an unresolved Finding under Revised Code Section 9.24 at the time of its submission. Additionally, the Bidder warrants that it will notify the Procurement Representative

in writing immediately upon becoming subject to such an unresolved Finding after submitting its Bid and before the award of a Contract under this ITB. And should the State select the Bidder for an award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions.

Homeland Security. Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected Bidder must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the Bidder has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the Bidder's Bid. If a Bidder answers yes or fails to answer any question on the form, the State may not award the Contract to that Bidder. The Bidder may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Tie Bids. If two or more Bidders offer the same cost and both are determined to be responsive and responsible, the State may break the tie with the flip of a coin. The State may assign "heads" and "tails" to the Bidders. The coin flip may be conducted in the presence of the Bidders, if they elect to be present. The flip will be the final determination of the lowest, responsive, and responsible Bidder.

Unit Costs. Bidders must provide a unit cost for each line item in the cost summary and not just a total cost. If this ITB expressly provides that some line items are optional, and the Bidder does not plan to offer the State an optional line item as part of its Bid, the Bidder must enter "No bid" on that line item. Unless this ITB expressly provides otherwise, all line items are mandatory. Bidders may not provide a cost using fractional cents, and the State may reject any Bid that does not provide its costs in whole cents.

Estimated Quantities. Unless otherwise expressly provided in this ITB, quantities of Deliverables given in this ITB are estimates only. The State makes no guarantee that the actual amount of Deliverables the State purchases under the Contract will meet the estimates. Any estimated quantities are provided in Attachment One, and the selected Bidder must be prepared to meet those quantities.

During the term of this Contract, the State may experience significant reductions in the quantity of equipment processed due to changes in the approach for disposing of IT equipment and related items.

Corrections after Bid Opening. After the Bid opening, the State may permit a Bidder alleging an inadvertent error to correct its Bid, but only if the mistake and the correction are clearly evident from the Bid and the correction does not affect the amount of the Bid or otherwise give the Bidder an unfair competitive advantage.

Bids are Firm for 90 days. Once opened, all Bids are firm and irrevocable for 90 days. Beyond 90 days, the Bidder will have the option of honoring its Bid or making a written request to withdraw it from consideration.

Samples. The State may require Bidders to provide sample supplies, equipment, or examples of work, and each Bidder must comply with the request at its sole expense. Samples must clearly identify the Bidder, the ITB number, and the item the sample represents in the Bidder's Bid. Upon the Bidder's timely request, the State will return samples that are not destroyed by testing to the Bidder at the Bidder's expense. The State may keep the samples of the Bidder that is awarded the Contract until the completion of the Contract. Unsolicited samples submitted in response to this ITB will not be evaluated, and the State may dispose of them in any way it chooses. Attachment One will indicate whether any samples are required and, if so, provide more details on the process for submitting them. If a Bidder fails to fully comply with the submission process, the State may reject the affected Bid.

Communications. During the evaluation process, any attempt by a Bidder to influence the evaluation process may be grounds for immediate disqualification of the Bidder.

Certifications. When submitting a bid, the Bidder must sign and submit the Bidder Certification Form that is included as Attachment Five to this ITB. Failure to submit all the required certifications may result in the State disqualifying the Bidder. Certifications that require commitments during performance of the Contract will bind the Contractor to honor those commitments, and any failure to do so will be grounds for termination of the Contract for default. Additionally, the State may terminate the Contract immediately on notice should any of the certifications have been untrue when the successful Bidder submitted its Bid or at the time of the Contract award.

Subcontracting. It may be necessary for the Bidder to use a subcontractor to perform a portion of the work to be done under the Contract, but the Bidder must be the primary contractor for the overall effort. The Bidder must identify its subcontractors for performance of the Contract. The Bidder must supplement its list of subcontractors if the Bidder's subcontractors change during the term of this Contract. The Bidder may not use any subcontractor that has been the subject of any government action to limit the subcontractor's right to do business with that government in the last seven years. The Bidder must provide a written explanation with its Bid if the Bidder's subcontractor cannot so certify. Further, the Bidder must obtain the subcontractor agreement in writing to be bound to all the terms, conditions, and specifications of the Contract. The State may deny use of any subcontractor if the State determines that the Bidder will not be the primary Contractor who will perform the work under the Contract.

Executive Order 2010-09S Standard Affirmation and Disclosure Instructions:

By Bidder submission of a response, Bidder hereby represents and warrants that Bidder, and any subcontractor will not, as a part of the contract with the State, provide any of its services outside the United States, and that Bidder has truthfully disclosed the following:

1. The location(s) where all services will be performed by Bidder and any subcontractor;
2. If applicable, the location(s) where any state data associated with any of the provided services will be accessed, tested, maintained, backed-up or stored; and
3. The principal location(s) of business for the Bidder and any subcontractors providing the services to the State.

As part of the above disclosure and affirmation requirement, the Bidder must complete the Standard Affirmation and Disclosure Form (Attachment Six).

Bidder understands that Bidder will be under the continuous obligation to disclose any shift in the location of any services provided by the Bidder or any subcontractor during the term of the contract should the State choose to contract with the Bidder.

If Bidder's representations and warranties are found to be false or if Bidder fails to fully disclose as stated in 1-3 above, Bidder's offering will not be considered.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the ITB, if the State decides the procurement is in its best interests and has not changed the award date.

Included with this ITB, as Attachment Four, is a Bid Commitment. In awarding the Contract, the State will issue a letter of award ("Award Letter") to the selected Contractor. The Bid Commitment and the Award Letter together will bind the Contractor and represent the formation of a Contract. But the State will be committed only when the State issues a purchase order and all other prerequisites identified in this ITB have occurred.

If the State makes an award pursuant to this ITB, and the Contractor is unable or unwilling to perform under the Contract, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this ITB and resume the process without giving further consideration to the originally selected Bidder. Additionally, the State may seek such other

remedies as may be available to the State in law or in equity for the selected Bidder's failure to perform under the Contract.

Contract. If this ITB results in an award, the Contract will consist of the Award Letter, this ITB, including all attachments, written amendments to this ITB, the Contractor's accepted Bid, and written, authorized amendments to the Contractor's Bid. It also will include any materials incorporated by reference in the above documents and any purchase orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three to this ITB. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The Award Letter
2. This ITB, as amended;
3. The documents and materials incorporated by reference in the ITB;
4. The Executive Order, EO 2010-09S incorporated by reference in the ITB;
5. The Contractor's Bid, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Bid, to the extent they are not inconsistent with any of the foregoing.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under, or amendment to, the Contract.

Protests. Any Bidder that is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely, and the Bidder must submit it in writing to the State Chief Procurement Officer. Any attempt by the Bidder to file a protest with anyone other than the State's Chief Procurement Officer may result in the disqualification of the Bidder. A decision to stay the proceedings or reverse an award will be at the sole discretion of the State Chief Procurement Officer, whose decision will be final, unless anyone with standing challenges the decision in a court of competent jurisdiction.

ATTACHMENT ONE: REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: SPECIFICATIONS AND REQUIREMENTS

This attachment describes the Deliverables and what the Contractor must do to perform under the Contract. It also provides specifications for the Deliverables under the Contract and gives performance and delivery dates, as applicable.

Requirements. The Contractor must meet all the ITB's requirements and provide all the Deliverables.

I. SCOPE OF WORK

The Department of Administrative Services, Office of Procurement Services, is requesting Bids for the following services:

- Pickup information technology/telecommunication (IT) equipment, and other designated excessive and salvage equipment,
- Removal of sensitive information, and
- Delivery to State and Federal Surplus Property (S/FSP) or other locations.

The Contractor must furnish all labor, materials, equipment, and resources necessary to accomplish the services described herein.

II. CONTRACTOR REQUIREMENTS

- A. Pickup excess IT equipment for processing.
1. The Contractor will be notified by a State agency or a properly registered member of the Ohio DAS CO-OP of the need to pickup equipment.
 2. The notification will be made by e-mail and will include the following information:
 - a. The address for pickup.
 - b. A contact name and phone number of the agency or CO-OP representative.
 - c. The quantity and type of equipment, which may include but is not limited to the following: personal computers (to include: keyboard, mouse and speakers as appropriate), computer servers, computer monitors, computer printers (to include: multi-functional print devices), network routers and equipment, fax machines, copy machines, and mobile communication devices (such as cell phones, blackberries, smart phones, pagers, etc.).
 - d. Any special instructions for pickup.
 3. The Contractor must confirm the scheduled pickup with the agency or CO-OP representative by phone or e-mail within 24 hours of the scheduled pickup time or at least one full business day, if there is a State holiday.
 4. The Contractor may be requested to pickup equipment from multiple locations within a building or campus location.
 5. The Contractor must pickup the equipment by the date specified in the request for pickup, or within ten (10) calendar days of the notification if the date of pickup is not specified.
 6. At the time of pickup, the State agency will provide the Contractor with either a state Surplus Property Turn-In Document, form #ADM 3672-e (Supplement One) or a Asset Management Control Sheet form #JFS 00869 (Supplement Two). Entities who are members of the Ohio DAS CO-OP may have a different form for documenting equipment requested services under this Contract. The requesting State agency or member of the Ohio DAS CO-OP will determine which form to complete, however, whatever form is used it will serve as an itemized receipt. The agency or CO-OP representative and the Contractor's representative will both sign either form to acknowledge release of the equipment.
 7. The Contractor is responsible for preparing all equipment for transport to the Contractor's facility for applicable sanitizing and disposal (recycling) work and delivery to the specified

agency location when the work is completed per the agency's or CO-OP member's request for service.

8. The Contractor must provide adequate security while the equipment is in their possession. The Contractor will be responsible for all losses, data or assets that may occur as a result of the Contractor's failure to provide adequate security.
 9. Supplement Three lists the potential cities where pickups have been performed during the current Contract. It also identifies the total estimated number of trips and the total estimated units picked up.
- B. Prepare equipment. To prepare equipment the Contractor must:
1. Remove all physical "State Asset Tags" and "Property of" tags from equipment. The Contractor must forward all asset tags back to the originating agency (the requesting agency) attached to a piece of white copy paper.
 2. At any given time, the Contractor must upon the State's request be able to locate each piece of equipment that has a serial number. The tracking or location of the equipment (chain of custody) must begin with the pickup through final disposition of the equipment. Additionally, the Contractor must supply an internal tracking system using barcodes that accomplishes this goal. Prior to award, the State may require a site visit to ensure that such a system is in place.
- C. Diagnose equipment to determine if equipment is in working condition.
1. Power up equipment to determine if the equipment works.
 2. Determine if any hardware or memory is missing.
 3. Document the following information for each piece of equipment.
 - a. For PC's and servers the documentation must include a detailed description of the following components:
 1. Manufacturer,
 2. Model number,
 3. Serial number,
 4. Processor,
 5. Disk drive,
 6. CD drive,
 7. DVD drive,
 8. Memory,
 9. Cache memory,
 10. Sound card,
 11. Network card,
 12. Video card,
 13. PC, keyboard, mouse, and speakers, and
 14. Brief description, to include, if the equipment works.
 - b. For all other equipment, the documentation must include:
 1. Manufacturer,
 2. Model number,
 3. Serial number (if applicable), and
 4. Brief description, to include, if the equipment works.
- D. Disk drive wiping (sanitizing).
1. The Contractor must have the disk drives completely over written at a minimum of three times in compliance with the Department of Defense Standard DOD5220.22-M.
 2. All non-functioning units must have the hard drives removed and physically destroyed by the on-site shredding machine and then recycled.
- E. Disk drive destruction.
1. Any backup tapes or hard drives that were picked up must also be physically destroyed by the Contractor's on-site shredder machine and then recycled.

2. The Contractor must forward a certificate of destruction back to the agency listing each drive's serial number (if available) and the date that it was sanitized or destroyed.
- F. Delivery of Equipment (State Agencies). All State equipment will be sent to S/FSP or shredded and recycled as requested by the originating agency.
1. Equipment for S/FSP must be sent to State and Federal Surplus Property, 4200 Surface Road, Columbus, Ohio 43228-1395.
 - a. Equipment must be delivered to S/FSP no later than fourteen (14) calendar days after it has been picked up from the State agency.
 - b. Pallets of CPU's must be shrink-wrapped and have no more than 36 to 40 CPU's per pallet.
 - c. Monitors must be shrink-wrapped no more than three (3) layers high with stiff cardboard or other appropriate material to separate layers.
 - d. Contractor must call twenty four hours in advance to coordinate receiving.
 2. Equipment to be shredded and recycled must have proper documentation, explicitly showing the chain of custody. A functioning shredder machine capable of shredding into two inch pieces must be located at the Contractor's facility.
 3. All shredded pieces must be recycled.
- G. Delivery of Equipment (Ohio DAS CO-OP Members). All CO-OP equipment must be shredded, recycled or delivered to locations designated by the CO-OP member at the time of request for service.
- H. Documentation.
1. For each individual transaction (request for service), at the time of the request, the following paperwork must be given by the Contractor to the designated agency:
 - a. Completed state Surplus Property Turn-In Document form #ADM 3672-e (Supplement One), an Asset Management Control Sheet form #JFS 00869 (Supplement Two), or appropriate asset management form requested by an Ohio DAS CO-OP member.
 2. A Microsoft Excel spread sheet, entitled Asset Movement Document must be made available to all State agencies or Ohio DAS CO-OP members upon request, which at a minimum lists the following information, upon request:
 - a. The date equipment was picked up,
 - b. Location it was picked up from (including County),
 - c. Agency tag number,
 - d. Serial number,
 - e. Model number,
 - f. Manufacturer name, and
 - g. Description of equipment.
 3. Contractor must supply the originating agency (the requesting agency) with an updated Asset Movement Document, which shows the movement of asset(s) no later than 48 business hours after said movement of the asset(s), and prior to the Contractor invoicing the agency for the related services.
 - a. Agency will supply the Contractor with the agency's representative contact, to include e-mail, phone number and mailing address for the Asset Movement Document to be sent to.
 - b. Agency will supply the Contractor with billing information upon initiating a request for service.
 4. Certification noting that disk drives or other electronic media that the Contractor has taken receipt of have either been sanitized or destroyed per documented ITB guidelines, and
 5. Invoice for the transaction.
- I. Optional ODJFS Redeployment Services.
1. In addition to the deliverables listed above, the Department of Job and Family Services, the originating agency may require the following services:

Redeployed equipment can be sent either to the Ohio Department of Job and Family Services (ODJFS) Warehouse at 2000 Toronado Blvd, Suite C, Columbus, Ohio 43207, or exchanged at a designated agency's location as requested by ODJFS. This determination will be made by the agency during the initial contact with the Contractor. An exchange means that the Contractor picks up the equipment and replaces it with another previously sanitized unit. To accomplish this, the Contractor must keep a perpetual inventory of 250 to 300 functioning, sanitized units in stock at their warehouse.

III. BIDDER QUALIFICATIONS

- A. The Bidder must have 24 months experience in successfully removing sensitive information from equipment.
- B. The Bidder must provide at least two (2) references of the companies or organizations where they have performed the same or similar services within the last 24 months. References must include:
 - 1. Company/organization name,
 - 2. Name and telephone number of the contact person in that company/organization,
 - 3. A brief description of the service performed, and
 - 4. Duration and dollar value of the contract.
- C. The Bidder must have a developed tracking system capable of locating any piece of equipment at any given time.
- D. The Bidder must have storage space available to stock 250 to 300 functioning, sanitized units for redeployment.
- E. The Bidder must be able to recycle all of the equipment after it has been shredded on site.

IV. CRIMINAL BACKGROUND CHECK OF PROJECT PERSONNEL

- A. Upon Contract award, all Contractor staff and all subcontractor staff involved in the Project must undergo a complete and thorough background check, at the Contractor's expense. This will include previous work addresses for the last ten (10) years.
- B. Background checks will be performed to determine if current or potential employees, of the Contractor or subcontractor(s), have any types of convictions in the following areas:
 - 1. Any record of violence, domestic or otherwise;
 - 2. Drug-related convictions;
 - 3. Theft; and
 - 4. Other offenses deemed at risk to the facility or its population.
- C. Those employees and potential employees of the Contractor and subcontractor(s) with felony convictions or other criminal records, unless specifically approved by the State, will not be permitted to be employed on this Project.
- D. Additionally, the Bidder should review the requirements regarding Criminal Background Checks documented in Attachment Five, Bidder Certification Form.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables. The Contractor must perform its tasks in a timely and professional manner that produces Deliverables (Services) that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

Specific Remedies. In addition to the other remedies the State may have under the Contract, the State will be entitled to the following remedies in the case of the events listed below.

The Contractor must:

- a. For Asset Movement Document acknowledgment delivered beyond the required 48 hours the Contractor must reimburse the State requesting agency or Ohio DAS CO-OP member \$100.00 per day not to exceed \$1,000.00 per occurrence.

Reimbursable Expenses. None.

Bill to Address. To be supplied by the requesting agency or government entity upon initiating a request for service.

Location of Data. United States.

SPECIAL CONTRACT TERMS AND CONDITIONS

Usage Reports. Every three (3) months, the Contractor must submit a report (written or on disk) indicating sales and pounds of recycling generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract and the pounds of recycling generated specifically from this Contract. The report shall be forwarded to the Department of Administrative Services, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, and Attention: Bruce Reichenbach or Valerie Piccininni. If a political subdivision relies upon this Contract to issue a purchase order or other ordering document, the political subdivision “steps into the shoes” of the State under this Contract. The political division’s order and this Contract are between the Contractor and the political subdivision. The Contractor must look solely to the political subdivision including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivision’s orders performances. DAS may cancel this Contract and may seek remedies, if the Contractor fails to honor its obligations under an order from a political subdivision.

Mandatory/Required Submissions. As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials must be submitted with the Bid. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

Insurance Documents. Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers’ Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Attachment Three: General Terms and Conditions, Part Two: Contract Administration, Insurance will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions.

These documents shall be forwarded to the Department of Administrative Services, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, and Attention: Bruce Reichenbach or Valerie Piccininni.

Transition of Contract. If this Contract is not renewed at the end of a term, or is terminated prior to the completion of a term, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or Contract, all reasonable transition assistance requested by the State of Ohio, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State of Ohio. Additionally, upon termination/completion of the Contract, all documentation, records, data and warehoused IT equipment must be transferred to the winning bidder or a State specified location.

Disposal, Servicing and Transfer of IT Equipment (State of Ohio IT Policy ITP-E.1). The Contractor must perform the services required in this Contract per the State's Disposal, Servicing and Transfer of IT Equipment ITP-E.1 provided as Supplement Four.

Prime Contractor Responsibilities. The Contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters. The State does recognize that the Contractor may require a subcontractor to provide the transportation to transport the computers. In this circumstance, the Contractor must submit a list identifying its subcontractors performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.

Special Charges. There shall be no assessment, surcharges, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any contract award pursuant to this Bid. The Contractor must provide service in unit quantity(ies) as indicated in the Bid/Bid Response/Contract.

Delivery and Acceptance. Services will be performed as set forth in the Contract and in accordance with the Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud.

Contract Award. There will be one (1) low total cost award made to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein.

Cooperative Purchasing Contract. This Contract may be relied upon by Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code,

ATTACHMENT TWO: REQUIREMENTS FOR BIDS

Bid Format. Each Bid must include sufficient data to allow the State to verify the total cost for the Deliverables and all of the Bidder's claims of meeting the ITB's requirements. Further, each Bid must respond to every request for information in this attachment.

These instructions describe the required format for a responsive Bid. An identifiable tab sheet must precede each section of a Bid, and each Bid must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the Bid.

Each Bid must contain the following:

- Vendor Information Form (OBM-5657)
- Bidder Certification Form
- Proof of Insurance
- W-9 Form
- DMA Form
- Bid Commitment
- Standard Affirmation and Disclosure Form (EO 2010-09S)
- Project Work Plan
- Recycling Plan
- References
- Cost Summary

The State requires an originally signed Vendor Information Form, Bidder Certification Form, W-9, DMA, Bid Commitment, and Standard Affirmation and Disclosure Form. All originally signed documents must be included in the same Bid binder, and the Bidder must indicate on the outside of the binder which Bid contains the originally signed documents. Additional copies of the Bid may contain copies of these documents.

Vendor Information Form. The Bidder must submit an originally signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the Bidder plans to use under the Contract. The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

Bidder Certification Form. Each Bidder must complete, sign, and submit the originally signed certification form included as Attachment Five.

Proof of Insurance. The Bidder must provide the certificate of insurance in the form that Attachment Three requires.

W-9 Form. The Bidder must submit at least one originally signed W-9. A current W-9 form is available at www.irs.gov.

DMA Form. The Bidder must complete and submit an originally signed Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) to certify that the Bidder has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website: <http://www.homelandsecurity.ohio.gov>.

Bid Commitment. The Bidder must sign and submit the Bid Commitment (Attachment Four) as part of its Bid.

Standard Affirmation and Disclosure Form (EO 2010-09s). The Bidder must complete, and submit an originally signed the Affirmation and Disclosure Form (Attachment Six) as part of its Bid.

Project Plan. The Bidder must submit a detailed project plan with its bid outlining in detail all tasks listed in the Scope of Work including:

- A. Pick up excess IT equipment for processing,
- B. Prepare equipment,
- C. Diagnose Equipment to determine if equipment is in working condition,
- D. Disk drive wiping (Sanitizing),
- E. Delivery of equipment,
- F. Documentation, and
- G. Optional ODJFS Redeployment Services.

The Bidder must describe its tracking system capable of locating any piece of equipment at any given time and describe its processes and procedures for documenting chain of custody from pickup to final disposition.

For ODJFS Only: Additionally, the Bidder must describe the location of the facility available to stock 250 to 300 functioning, sanitized units for redeployment. It must also describe the temperature regulation for the facility as well as the security.

Recycling Plan. The Bidder must submit a detailed plan describing its destruction processes and procedures and the recycling methods including the process for hazardous waste materials disposal. Included in the response the Bidder should describe capabilities that utilize green recycling initiatives, federal and state guidelines, etc.

References. The Bidder must submit references describing the Bidder's experience in successfully removing sensitive information from equipment for a minimum of two (2) years.

The Bidder must provide at least two (2) references of the companies or organizations where they have performed the same or similar services within the last two (2) years. References must include:

- 1) Company/organization name,
- 2) Name and telephone number of the contact person in that company/organization,
- 3) A brief description of the service performed, and
- 4) Duration and dollar value of the contract.

Cost Summary. This ITB includes a Cost Summary Form provided as an attachment. Bidders may not reformat this form. Each Bidder must complete the Cost Summary Form in the exact format provided, since the State may reject any Bid with a reformatted Cost Summary Form.

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The lowest bid will be determined by adding the total prices for Sections 1 through 3 on the Cost Summary in Attachment Seven. Bidders are not required to provide a cost for green recycling services. Bidders are responsible for all calculations.

The State will not be liable for or pay any costs that the Bidder does not identify in its Bid.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The ITB and the Contractor's Bid (collectively, the "ITB Documents") are a part of this Contract and describe the goods, services, and any other items (the "Deliverables") the Contractor must deliver under this Contract. The Contractor must provide the Deliverables in a proper, timely, and efficient manner. The Contractor also must furnish its own support staff necessary for the satisfactory performance of this Contract.

Term. Once awarded, the term of the Contract will be from the award date through June 30, 2011. The State may renew this Contract for up to 4 additional one-year terms, subject to and contingent on the discretion of the Ohio General Assembly in appropriating funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments or other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The ITB Documents may have one or more dates for the delivery of Deliverables, and the Contractor must make all deliveries within the times the ITB Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract for cause under the termination section contained below.

Termination/Suspension.

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. Termination for Persistent Default. The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. Termination for Endangered Performance. The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. Termination for Financial Instability. The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. Termination for Delinquency, Violation of Law. The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
 - g. Termination for Subcontractor Default. The State may terminate this Contract for the default of the

Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

- h. Termination for Failure to Retain Certification. Pursuant to section §125.081 of the Revised Code, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.
 - i. Termination for Convenience. The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

Contract Remedies.

- A. ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

Payment. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the ITB Documents (the "Fee") for any Deliverables actually ordered by issuance of a valid State purchase order, plus any other expenses identified as reimbursable in the ITB Documents. The Contractor's right to the Fee is contingent on the complete and satisfactory performance under this Contract. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents this Contract requires. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect. If the invoice properly reflects payment due to the Contractor and complies with all the State's requirements for a proper invoice, the State will pay the Contractor within 30 days after the State receives the invoice.

The Contractor must send all invoices under this Contract to the "bill to" address in the ITB Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Ohio Revised Code (the "Revised Code") Section 126.30. If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions between the Contractor's appropriate executive and the Department of Administrative Services Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the ITB Documents, if any, according to the terms in the ITB Documents and, where applicable, Revised Code Section 126.31. The Contractor is solely responsible for all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the ITB Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's authorized representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Ohio Payment Card. The State may use the Ohio Payment Card to purchase Deliverables from this Contract. Such purchases may not exceed \$2,500 unless the Office of Budget & Management ("OBM") has approved the purchasing agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of the increase on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with OBM. The Contractor may process a payment in the payment card network only upon delivery and

acceptance of the Deliverables ordered. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon delivery of the remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor will receive payment through its merchant bank within the time agreed on between the Contractor and that merchant bank. The Contractor should expect normal processing fees from its merchant bank for a payment card transaction. The Contractor may not pass on those fees to the State.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Deliverables, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: CONTRACT ADMINISTRATION

Other Contractors. The State may hold other contracts for additional or related goods and services. The Contractor must fully cooperate with and coordinate its performance with all other contractors and State employees as may be required for the smooth and efficient fulfillment of this Contract. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees.

Subcontracting. The Contractor may not enter into subcontracts related to the performance of this Contract after award without written approval from the State. But 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 Contract.

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 requirements of this Contract 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 assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to all contractual matters, including payment of all charges resulting from the Contract. And 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 also must 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. But this exception is applicable only to sections that expressly provide an exclusion 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 must indemnify the State for the damages.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all records and documents related to this Contract at its principal place of business or at its office where the work was performed.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Contract. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Contract.

If an audit reveals any material deviation from the Contract's requirements, any misrepresentation, or any overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

Insurance. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

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

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

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's commercial general liability insurance must be primary over any other insurance coverage.

- (c) Commercial automobile liability insurance with a combined single limit of \$500,000.

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

Representatives. The State's representative under this Contract will be the person identified in the ITB Documents or in a subsequent notice to the Contractor as the "Contract Representative." The Contract Representative will review all reports the Contractor makes in the performance of the Contract, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Contract Representative may delegate his responsibilities for individual aspects of the Contract to one or more managers, who may act as the Contract Representative for those individual portions of the Contract.

The Contractor's Contract Manager under this Contract will be the person identified on the ITB Documents as the "Contract Manager." The Contract Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Contract Manager will prepare and submit to the Contract Representative all reports, plans, and other materials that the ITB Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative.

Work Responsibilities. If the Contractor must work on the State's property, the State will provide the Contractor with reasonable access to the work site. After the work is complete, the Contractor must issue a completion letter and secure the signature of the Contract Representative certifying that work is complete. The letter must describe the nature, date, and location of the work, as well as the date the Contract Representative certified the work as complete and operational.

Unless otherwise provided in the ITB Documents, the Contractor is solely responsible for obtaining and maintaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for its performance under the Contract.

Product Recall. If any Deliverable is recalled, seized, embargoed, or determined to be misbranded by the manufacturer or state or federal regulatory agency, the Contractor must notify the Department of Administrative Services and all agencies and Political Subdivisions that have issued orders under this Contract within ten business days after notice has been given. The Contractor, at the option of the ordering agency, either must reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor also must remove and replace the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, the Contractor may be required to reimburse storage and handling fees, to be calculated from time of delivery and acceptance to actual removal. The Contractor will bear all costs associated with the removal and proper disposal of the affected product. Any failure of the Contractor to reimburse the purchase price or provide equivalent replacement product will be a default.

Contract Compliance. Participating State agencies and registered members of the Cooperative Purchasing Program of the Department of Administrative Services will be responsible for the administration of the Contract with respect to their individual orders and will monitor the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract. If a purchasing entity becomes aware of a breach of the Contractor's obligations under this Contract, such may be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the breach, the agency may notify the Department of Administrative Services through a Complaint to Vendor (CTV) to help resolve the situation, and the Department of Administrative Services will take the appropriate action under this Contract with respect to the breach, including among other things termination of this Contract, litigation, or initiation of debarment proceedings.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor,

except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's directors, officers, employees, and agents ("Contractor's Personnel") may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be officials, employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding and paying income taxes and social security, workers' compensation, disability benefits, retirement benefits, and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner.

PART THREE: PUBLICITY AND CONFIDENTIAL INFORMATION

Publicity. The Contractor may not publicize or advertise that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation that the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract. Additionally, the Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to perform under this Contract. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, and the Contractor must indemnify the State against any claims made against the State due to the Contractor's improper disclosure of Confidential Information.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor Personnel and subcontractors that have access to any Confidential Information must execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State 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. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

The Contractor must notify the State in writing as soon as the Contractor learns that the Contractor or any of the Contractor's People or its subcontractors or agents has disclosed any of the State's Confidential Information in a manner that is inconsistent with the requirements of this section.

Handling the State's Data. The Contractor must use due diligence to ensure that State data is secure and to protect that data from unauthorized disclosure, modification, or destruction. State data includes all data and information created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State. To accomplish this, the Contractor must adhere to the following principles:

1. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the State data.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as to detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data and information is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity.

The Contractor must use appropriate measures to ensure that State data is secure before transferring control of any systems or media on which State data is stored. The method of securing the State data must be appropriate to the situation and may include erasure, destruction, or encryption of the State data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the State data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or

when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision means encryption that complies with National Institute of Standards Federal Information Processing Standard 140-2 as demonstrated by a valid FIPS certificate number. Any sensitive State data transmitted over a network, or taken off site via removable media must be encrypted pursuant to the State's data encryption standard ITS-SEC-01 Data Encryption and Cryptography.

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

In case of an actual security breach that may have compromised State data, the Contractor must notify the State in writing of the breach within two hours of the Contractor becoming aware of the breach and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must provide coverage for all three major credit reporting agencies and provide immediate notice through phone or email of attempts to access the individuals' credit history through those services.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

Warranties. The Contractor warrants that its performance under this Contract will be in accordance with the requirements of this Contract and without any material defects. The Contractor also warrants that all Deliverables will conform to their written specifications in all material respects and be merchantable and fit for the particular purposes described in the ITB Documents.

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Remedies. If any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct the failure within 30 days or less or must refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. 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 will 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 must do one of the following 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.

The Contractor's entire liability and the State's sole remedy for any breach of the above media warranty is limited to requiring the Contractor to replace the defective media expeditiously and without charge to the State. The Contractor's entire liability and the State's sole remedy for any breach of the above anti-virus warranty will be limited to requiring the Contractor to deliver a replacement copy of the relevant Software to the State free of viruses. Furthermore, the Contractor's entire liability and the State's sole remedy for any breach of the above warranties of fitness, merchantability, and against defects in the Software will be limited to the Contractor expeditiously correcting the defect or issue and providing the State with a patch containing the correction. If within the times given below, the Contractor does not provide a replacement copy for defective media or Software containing a virus or fails to deliver a fix for a defect in the Software or a correction solving a fitness or merchantability issue, the Contractor must refund all License Fees paid by the State for the affected Software. In the case of defective media or Software containing a virus, the Contractor will have 15 days after written notice to provide a replacement. In the case of other defects, merchantability issues, or fitness issues, the Contractor will have 30 days after written notice to deliver a correction that resolves the problem. Upon the Contractor's issuance of a refund, the State will return or destroy all copies of the Software and, upon the Contractor's request, certify in writing that it has done so.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above. The Contractor must correct any defect or failure of the Equipment within 30 days or 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.

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all liability and expenses resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, the Contractor's Personnel, or its subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, its other contractors, or its agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Acceptance. There will be no formal acceptance procedure unless the ITB Documents expressly provide otherwise. If the ITB Documents do not provide otherwise, the acceptance procedure will be an informal review by the Contract Representative to ensure that each Deliverable complies with the requirements of this Contract. The Contract Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable does not meet the requirements of this Contract. If the Contract Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Contract Representative has issued a noncompliance letter, the affected Deliverables will not be accepted until the Contract Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been

cured. If the problems have been fixed during the 30 day period, the Contract Representative will issue the acceptance letter within 15 calendar days.

If the Contractor fails to bring a Deliverable into compliance after 60 calendar days from the start of the acceptance period, the Contractor will be in default and will not have a cure period.

Passage of Title. Title to any Deliverable will pass to the State on delivery. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written, as well as any contemporaneous oral agreement.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at anytime to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. And either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for performance and the time for meeting any final payment of compensation, except where such creates an absurdity.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all of the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Sweatshop Free. By the signature affixed to this ITB, Bidder certifies all facilities used for the production of the supplies or performance of services offered in the bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder in furnishing the supplies or services

described in the bid and awarded to the Bidder. If the State receives a complaint alleging non-compliance with sweatshop free requirements, the State may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by the State of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands 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 or grants with the State. The Contractor hereby certifies all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.111 of the Code, and all related Executive Orders of the Governor of Ohio.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department web site: <http://www.das.ohio.gov/Eod/AEEO.htm>.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Declaration of Material Assistance/Non-Assistance to a Terrorist Organization. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

(2) Contractor has either pre-certified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Antitrust. The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action the Contractor has or acquires relating to the goods and services acquired under this Contract.

Legal Compliance. The Contractor must comply with all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control, in the performance of this Contract.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Banning the Expenditure of Public Funds on Offshore Services (EO 2010-09S).

I. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

II. TERMINATION, SANCTIONS, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action

the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 15% of the value of the Contract.

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

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

III. ASSIGNMENT / DELEGATION:

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

**ATTACHMENT FOUR
BID COMMITMENT**

THIS BID COMMITMENT (the "Bid Commitment") commits the Bidder identified below to the Bid it submitted in response to the State's ITB ACQ1009, entitled IT Equipment Pickup, Disposal and Delivery Services which the State of Ohio ("State") issued through the Department of Administrative Services on behalf of State Agencies and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services.

If the State accepts the Bid within 90 days of the Bid opening date or before written notice from the Bidder of its withdrawal of the Bid after the 90-day acceptance period, it will issue a letter of award ("Award Letter") to the Bidder. The Award Letter will be part of the agreement between the Bidder and the State ("Contract"). The entire Contract will consist of the State's Award Letter, the ITB, including all attachments, written amendments to this ITB, the Bid of the successful Bidder, and written, authorized amendments to that Bid. It also will include any materials incorporated by reference in the above documents and any purchase orders issued under the Contract. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents will be as follows:

1. The Award Letter
2. This ITB, as amended;
3. The documents and materials incorporated by reference in the ITB;
4. The Executive Order, EO 2010-09S incorporated by reference in the ITB;
5. The Contractor's Bid, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Bid, to the extent they are not inconsistent with any of the foregoing.

Notwithstanding the order listed above, amendments signed by authorized representatives of the Bidder and the State after the Contract is formed may expressly change the provisions of the Contract. If they do so, then the most recent of them will take precedence over anything else that is part of the Contract.

This Bid Commitment binds the Bidder upon its submittal to the State as part of the Bid, and it will continue to bind the Bidder for the longer of 90 days after the Bid opening date or the Bidder's withdrawal of its Bid. Additionally, if the State awards the Contract to the Bidder before the Bidder properly withdraws the Bid, the Contract will remain in force as provided in the Attachment Three of the ITB, Terms and Conditions.

FOR THE BIDDER
BIDDERS NAME: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT FIVE
BIDDER CERTIFICATION FORM**

The Bidder certifies the following statements are true and accurate:

1. The Bidder's proposed Deliverables meet all the requirements of this ITB.
2. The Bidder has not taken any exception to the terms and conditions in this ITB.
3. The Bidder will comply with all federal and Ohio laws, rules, and regulations in force currently or anytime during the term of the Contract.
4. The Bidder is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24, and the Bidder will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this ITB.
6. The Bidder will be the prime Contractor if a Contract is awarded based on this Bid.
7. The Bidder will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment One or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment One without express written authorization from the State.
8. The Bidder affirms any small business program participants will provide necessary data to ensure program reporting and compliance.
9. This Bid is genuine and not a sham and Bidder has not colluded, conspired, or agreed, directly or indirectly, with anyone or any entity to limit competition under this ITB or to set or otherwise control the prices, products, or services offered to the State under this ITB.
10. The Bidder certifies it and its subcontractors will perform all services only at the following location(s) within the United States:

| Address 1: | Address 2: |
|------------|------------|
| | |

| Address 3: | Address 4: |
|------------|------------|
| | |

(Attach an additional sheet if more addresses need to be listed.)

11. The Bidder certifies its and each of its subcontractors' principal places of business are located at the addresses identified in the Vendor Information Form(s) included with this Bid.
12. The Bidder certifies its responses to the following statements are true and accurate. The Bidder's answers apply to the last seven years. Please indicate yes or no in each column.

| Yes/No | Description |
|--------|--|
| | The Bidder has had a contract terminated for default or cause. |
| | The Bidder has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). |
| | The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity. |
| | Trading in the stock of the company has ever been suspended with the date(s) and explanation(s). |
| | The Bidder, any officer of the Bidder, or any owner of a 20% interest or greater in the Bidder has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding. |
| | The Bidder, any officer of the Bidder, or any owner with a 20% interest or greater in the Bidder has been convicted of a felony or is currently under indictment on any felony charge. |

If the answer to any item above is affirmative, the Bidder must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Bidder from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Bid. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance under the Contract, and the best interests of the State.

13. The Bidder certifies neither it nor any of its people that may work on or benefit from the Contract through the Bidder has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

| Potential Conflicts (by person or entity affected) |
|---|
| |

(Attach an additional sheet if more space is need.)

The Bidder acknowledges the State may reject a Bid in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest the Bidder did not disclose in its Bid.

14. The Bidder's personnel working on the Contract will have a valid I-9 form on file with the Bidder and will have presented valid employment authorization documents, if they are not United States citizens.

15. The Bidder agrees that (1) it will conduct criminal background checks as provided in section 5104.013 of the Ohio Revised Code on Contractor and subcontract personnel who will perform sensitive services (as defined below), and (2) no ineligible personnel will perform sensitive services under this Contract. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony. "Sensitive Services" means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State's computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities ("Sensitive Services"). Upon request, Contractor will provide written evidence that all of Contractor's and subcontractor's personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.
16. Executive Order 2010-09s Affirmation and Disclosure Instructions: By Bidder submission of a response, Bidder hereby represents and warrants that Bidder, and any subcontractor will not, as a part of the contract with the State, provide any of its services outside the United States, and that Bidder has truthfully disclosed the following:
- a. The location(s) where all services will be performed by Bidder and any subcontractor;
 - b. If applicable, the location(s) where any state data associated with any of the provided services will be accessed, tested, maintained, backed-up or stored; and
 - c. The principal location(s) of business for the Bidder and any subcontractors providing the services to the State.

As part of the above disclosure and affirmation requirement, the Bidder must complete the Affirmation and Disclosure Form (Attachment Six).

Bidder understands that Bidder will be under the continuous obligation to disclose any shift in the location of any services provided by the Bidder or any subcontractor during the term of the contract should the State choose to contract with the Bidder.

If Bidder's representations and warranties are found to be false or if Bidder fails to fully disclose as stated in 16. a. through c. above, Bidder's offering will not be considered.

The Person signing below is an authorized representative of the Bidder and certifies to the truth and accuracy of the representations made above.

Signature

Name

Title

Company Name of Bidder

Company D-U-N-S Number

**ATTACHMENT SIX
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S
Banning the Expenditure of Public Funds on Offshore Services**

All of the following provisions must be included in all invitations to bid. This information must be submitted as part of the response.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder 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 as part of the response will deem the Bidder not responsive and no further consideration will be given to the response. If the Bidder will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Bidder:

(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 Bidder:

(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 Bidder:

(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)

4. Location where services to be performed will be changed or shifted by Bidder:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed 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)

BIDDER

By: _____
(Bidder Representative authorized to sign)

Date: _____



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

**ATTACHMENT SEVEN
COST SUMMARY**

| Section 1 – Standard IT Equipment Disposal Services | | | |
|---|----------------------------|---|-----------------------|
| Description of Equipment Service | Estimated Usage Qty | All services including pickup, testing, sanitizing and delivery - Price Per Unit (1) | Extended Price |
| Personal Computers (including functioning disk drive, keyboard and mouse) | 2000 | | |
| Personal Computers (missing disk drive, including keyboard and mouse) | 4000 | | |
| Servers | 500 | | |
| Computer Monitors | 5000 | | |
| Computer Printers | 1000 | | |
| Computer Routers | 200 | | |
| FAX Machines | 100 | | |
| Copy Machines | 100 | | |
| Equipment Not Otherwise Listed | 1000 | | |
| Section 1 Total: | | | |

(1) Price per unit for all equipment services should include pickup, testing, sanitizing, and delivery as applicable.

| Section 2 – Hard Drive & Tape Destruction and Recycling (non-Green) Services | | | |
|---|----------------------------|--|-----------------------|
| Description of Equipment Service | Estimated Usage Qty | All services including pickup, destruction and recycling services only - Price Per Unit (2) | Extended Price |
| Hard Drives & Tapes | 5000 | | |

(2) Price per unit for all equipment services should include pickup, destruction and “**non-Green**” recycling services as applicable.

| Section 3 – IT Equipment Redeployment Services (ODJFS only) | | | |
|--|----------------------------|---|-----------------------|
| Description of Equipment Service | Estimated Usage Qty | All services including pickup, testing, sanitizing and delivery - Price Per Unit (3) | Extended Price |
| Personal Computers Redeployment (ODJFS only) | 5000 | | |

(3) Price per unit for all equipment services should include pickup, testing, sanitizing and delivery as applicable.

| | |
|---|--|
| Total Price (Section 1 + Section 2 + Section 3): | |
|---|--|

Bidders are responsible for all calculations and totals.

**ATTACHMENT SEVEN
COST SUMMARY**

Optional Services:

| Section 4 - Hard Drive & Tape Destruction and Recycling (Green) Services | | | |
|--|---------------------|---|----------------|
| Description of Equipment Service | Estimated Usage Qty | All services including pickup, destruction and recycling services only - Price Per Unit (4) | Extended Price |
| Hard Drives & Tapes | 5000 | | |

(4) Price per unit for all equipment services should include pickup, destruction and “Green” recycling services as applicable.

Bidders are responsible for all calculations and totals.

The lowest bid will be determined by adding the total prices for Sections 1 through 3 on page 42. Bidders are not required to provide a cost for green recycling services.

SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.

Supplement One
Surplus Property Turn-In Document (ADM 3672-e)

SURPLUS PROPERTY TURN - IN DOCUMENT

| | |
|-------|---|
| FROM: | TO: STATE SURPLUS PROPERTY 4200 SURFACE ROAD COLUMBUS, OHIO 43228 |
|-------|---|

| | |
|----------------|-----------|
| CONTACT PERSON | PHONE NO. |
|----------------|-----------|

State Surplus reserves the right to refuse any/all property. The Releasing Department does hereby relinquish all right, title, claim, and possession of all property described below.

| QTY | UNIT | C O N D | DESCRIPTION | SERIAL NUMBER | FUND SOURCE | ASSET NUMBER | RETIRE CODE |
|-----|------|------------------|---|------------------|----------------|-----------------|----------------|
| | | | G=GOOD F=FAIR P=POOR X=BROKEN/UNREPAIRABLE | | | | |
| | | | | | | | |

By signature of this form, the Releasing Authority certifies that all sensitive information and materials have been removed from property being turned over to State Surplus Services.

| | | | |
|-------------------------------|-----------|-------------------------------|------|
| RELEASING AUTHORITY | PHONE NO. | SIGNATURE-APPROVING AUTHORITY | DATE |
| SIGNATURE-RELEASING AUTHORITY | DATE | SIGNATURE-RECEIVING AUTHORITY | DATE |

DISTRIBUTION: White – State Surplus (Save for Audit), Canary – State Surplus (working copy), Pink - Releasing Department (Save for Audit)

Supplement Two
ODJFS Asset Management Control Sheet (JFS 00869)

Supplement Three
State of Ohio Locations of Pickup

Potential Pickup Locations

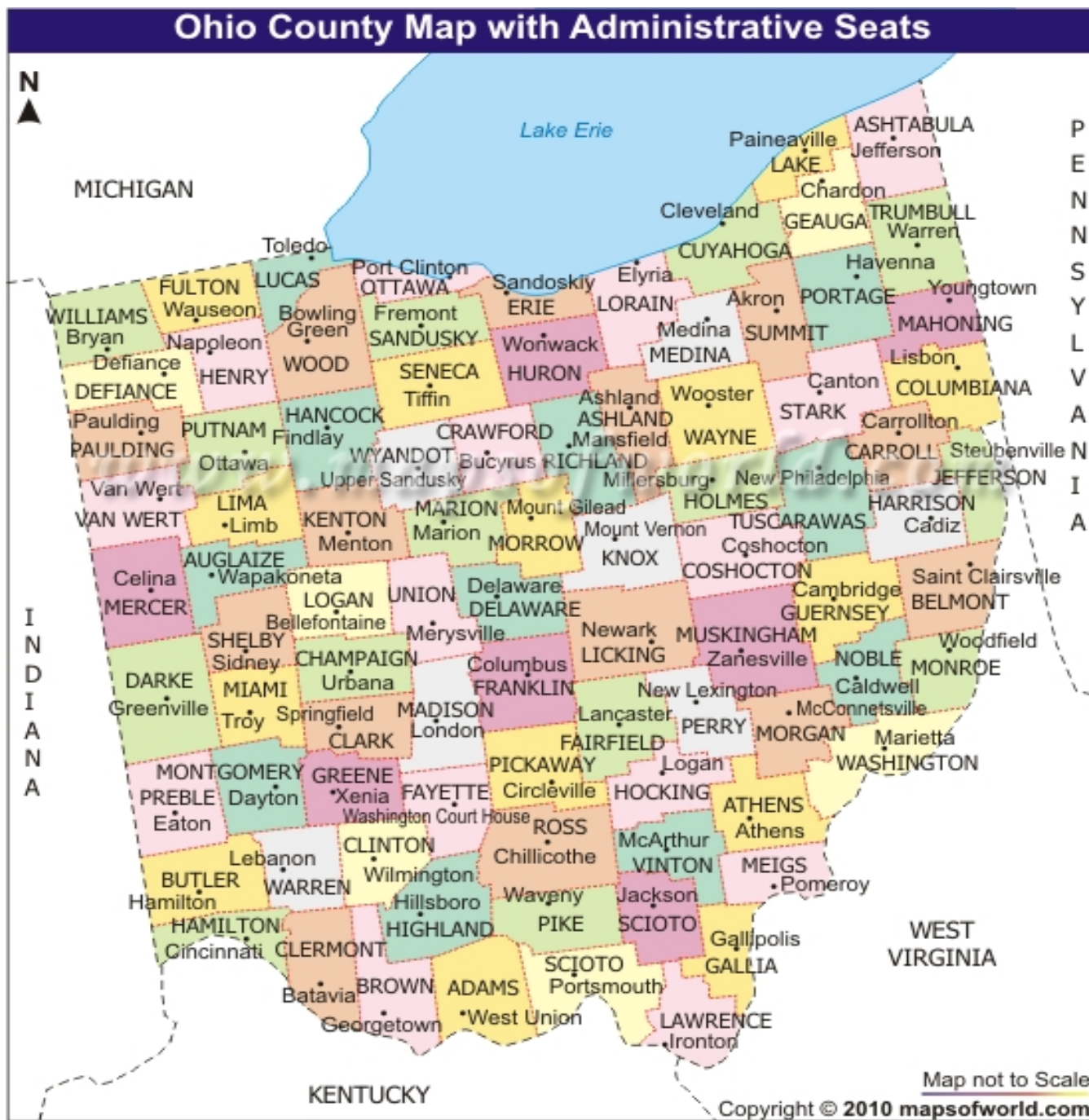
| City (County) | City (County) |
|-------------------------------|---------------------------------|
| Akron* (Summit) | Marietta* (Washington) |
| <i>Ashland* (Ashland)</i> | <i>Marion* (Marion)</i> |
| Ashtabula (Ashtabula) | Martins Ferry (Belmont) |
| Athens* (Athens) | Marysville* (Union) |
| Batavia* (Clermont) | Maumee (Wood) |
| Bellefontaine* (Logan) | <i>McArthur* (Vinton)</i> |
| Boardman (Mahoning) | <i>McConnelsville* (Morgan)</i> |
| Bowling Green* (Wood) | Medina* (Medina) |
| Bridgeport (Belmont) | <i>Millersburg* (Holmes)</i> |
| Bryan* (Williams) | Mount Gilead* (Morrow) |
| Bucyrus* (Crawford) | <i>Mount Vernon* (Knox)</i> |
| Cadiz* (Harrison) | Napoleon* (Henry) |
| <i>Caldwell* (Noble)</i> | New Lexington* (Perry) |
| Cambridge* (Guernsey) | New Philadelphia* (Tuscarawas) |
| Canton* (Stark) | Newark* (Licking) |
| <i>Carrollton* (Carroll)</i> | Norwalk* (Huron) |
| Celina* (Mercer) | Oak Harbor (Ottawa) |
| Chardon* (Geauga) | <i>Ottawa* (Putnam)</i> |
| Chauncey (Athens) | <i>Painesville* (Lake)</i> |
| Chillicothe* (Ross) | Parma (Cuyahoga) |
| Cincinnati* (Hamilton) | <i>Paulding (Paulding)</i> |
| Circleville* (Pickaway) | <i>Pomeroy* (Meigs)</i> |
| Cleveland* (Cuyahoga) | <i>Port Clinton* (Ottawa)</i> |
| Columbus* (Franklin) | <i>Portsmouth* (Scioto)</i> |
| <i>Coshocton* (Coshocton)</i> | Ravenna* (Portage) |
| Dayton* (Montgomery) | Sandusky* (Erie) |
| Defiance* (Defiance) | Sherwood (Defiance) |
| Delaware* (Delaware) | Saint Clairsville* (Belmont) |
| <i>Eaton* (Preble)</i> | <i>Sidney* (Shelby)</i> |
| <i>Elyria* (Lorain)</i> | <i>Springfield* (Clark)</i> |
| Findlay* (Hancock) | Steubenville* (Jefferson) |

Potential Pickup Locations

| City (County) | City (County) |
|--|-----------------------------------|
| Freemont* (Sandusky) | The Plains (Athens) |
| Galion (Crawford) | Tiffin* (Seneca) |
| Gallipolis* (Gallia) | Toledo* (Lucas) |
| Georgetown* (Brown) | Troy* (Miami) |
| Greenville* (Darke) | <i>Upper Sandusky* (Wyandot)</i> |
| Hamilton* (Butler) | Urbana* (Champaign) |
| <i>Hillsboro* (Highland)</i> | Van Wert* (Van Wert) |
| Ironton* (Lawrence) | Wapakoneta (Auglaize) |
| Jackson* (Jackson) | Warren* (Trumbull) |
| <i>Jefferson* (Ashtabula)</i> | Washington Court House* (Fayette) |
| Kenton* (Hardin) | Wauseon* (Fulton) |
| Lancaster* (Fairfield) | <i>Waverly* (Pike)</i> |
| Lebanon* (Warren) | <i>West Union* (Adams)</i> |
| Lima* (Allen) | Wilmington* (Clinton) |
| Lisbon* (Columbiana) | <i>Woodsfield* (Monroe)</i> |
| Logan* (Hocking) | Wooster* (Wayne) |
| London* (Madison) | Xenia* (Greene) |
| Lorain (Lorain) | Youngstown* (Mahoning) |
| Mansfield* (Richland) | Zanesville* (Muskingum) |
| | |
| Total Number of Trips to all Cities (estimated) | 375 – 400 / year |
| Total Number of Units Picked Up (estimated) | 12,000 – 13,000 / year |

* County Seat

Potential Pickup Locations



Supplement Four
State of Ohio IT Policy, Disposal, Servicing and Transfer of IT Equipment (ITP-E.1)



| | |
|--|---|
| <p>State of Ohio IT Policy Disposal, Servicing and Transfer of IT Equipment</p> | No: ITP-E.1 |
| | Effective: 03/19/2008 |
| | Issued By: R. Steve Edmonson Director, Office of Information Technology State Chief Information Officer Published By: Statewide IT Policy Investment and Governance Division Original Publication Date: 08/26/2005 |

1.0 Purpose

The purpose of this policy is to mitigate risk with regard to state **data, licensed software** and **intellectual property**, and rechargeable batteries and other hazardous materials in the **disposal**, servicing or transfer of state agency information technology (IT) equipment.

2.0 Scope

Pursuant to Ohio IT Policy ITP-A.1, "Authority of the State Chief Information Officer to Establish Policy Regarding the Acquisition and Use of Computer and Telecommunications Products and Services," this state policy applies to every organized body, office, or agency established by the laws of the state for the exercise of any function of state government except for those specifically exempted.

The scope of this information technology policy includes state computer and telecommunications systems and the employees, contractors, temporary personnel and other agents of the state who use and administer such systems.

3.0 Background

In the lifecycle of IT equipment, there comes a time when an agency will relinquish **custody**. The transfer of custody may be temporary, such as when equipment is serviced or loaned. The transfer may be permanent, such as a **donation, trade-in**, lease termination or disposal through the Department of Administrative Services' (DAS) State and Federal **Surplus** Program.

Any transfer of custody of equipment poses a risk that the information, licensed software and intellectual property stored on that equipment will be transferred, too, presenting the potential of unauthorized disclosure or use. In many cases, information that appears to have been removed may be easily recoverable. The terms of **licenses** for software and

intellectual property typically carry restrictions on use and **ownership** that must be considered when relinquishing control of equipment.

In addition, there is a risk of violating state and federal regulations by improperly disposing of IT-related hazardous materials. Of chief concern is the proper disposal of rechargeable batteries, such as those found in notebook computers, mobile telephones and personal digital assistants. The federal Environmental Protection Agency provides guidelines for the disposal of batteries in accordance with the federal Mercury-Containing and Rechargeable Battery Management Act.

4.0 References

- 4.1 Ohio IT Policy ITP-A.1, "Authority of the State Chief Information Officer to Establish Policy Regarding the Acquisition and Use of Computer and Telecommunications Products and Services," defines the authority of the state chief information officer to establish State of Ohio IT policies as they relate to state agencies' acquisition and use of information technology, including, but not limited to, hardware, software, technology services and security.
- 4.2 Ohio IT Policy ITP-A.26, "Software Licensing," provides policy requirements designed to address software copyright compliance issues.
- 4.3 Ohio IT Policy ITP-B.1, "Information Security Framework," is the overarching security policy for state information and services. Ohio IT Policy ITP-E.1, "Disposal, Servicing and Transfer of IT Equipment," is one of several subpolicies. These security policies should be considered collectively rather than as separate or unrelated policies. Attachment 1 illustrates the interrelationship of state technology security policies.
- 4.4 Chapter 3745-273 of the Ohio Administrative Code outlines the management standards for universal waste. For the purposes of this policy, agencies shall review the portions of code that apply to battery waste management standards.
- 4.5 DAS Directive 06-31 outlines basic procedures that require state agencies sending items to the DAS State and Federal Surplus Program to take certain steps to ensure that sensitive information and licensed material has been removed.
- 4.6 Ohio Revised Code section 125.13 and rule 123:5-2-01 of the Ohio Administrative Code, outline the requirements for disposal of excess and/or surplus supplies.
- 4.7 The federal Mercury-Containing and Rechargeable Battery Management Act (42 USC Sec. 14301, 1996) contains restrictions as to the disposal of batteries.
- 4.8 Ohio IT Standard ITS-SEC-01, "Data Encryption and Cryptography," defines minimal requirements for the encryption of sensitive data within state government.
- 4.9 A glossary of terms found in this policy is located in section 9.0 - Definitions. The first occurrence of a defined term is in **bold italics**.

5.0 Policy

Whenever a state agency relinquishes custody of IT equipment or its components, whether to lend, donate, service or dispose of the equipment, the agency shall take reasonable measures as outlined in this policy to prevent the unauthorized release of information, unauthorized use of licensed software and intellectual property, and improper disposal of rechargeable batteries and other hazardous materials.

State agencies shall implement policies and associated procedures in compliance with this state policy and shall ensure that employees, contractors, temporary personnel and other agents of the state adhere to those policies.

Nothing in this policy prohibits the authorized transfer of information, licensed software and intellectual property stored on transferred IT equipment.

5.1 **Risk Assessment**. Prior to relinquishing custody of IT equipment, agencies shall conduct a risk assessment of the information stored on such equipment, in accordance with Ohio IT Policy ITP-B.1, "Information Security Framework."

5.2 **Short-Term Loan**. Prior to lending IT equipment, state agencies shall secure information in a manner consistent with the findings of their risk assessment to prevent the unauthorized disclosure or use of the information. If the equipment contains confidential or high-risk information, the agency shall either **sanitize** the equipment or encrypt the information commensurate with the risk-assessment findings and in accordance with Ohio IT Standard ITS-SEC-01, "Data Encryption and Cryptography."

5.3 **Servicing**. Prior to servicing IT equipment where the device leaves the custody of the agency, state agencies shall secure information in a manner consistent with the findings of their risk assessment to prevent the unauthorized disclosure or use of the information. If the equipment contains confidential or high-risk information, the agency shall either sanitize the equipment or encrypt the information commensurate with the risk-assessment findings and in accordance with Ohio IT Standard ITS-SEC-01, "Data Encryption and Cryptography." Securing, sanitizing, or encrypting is not required prior to servicing if the equipment is no longer capable of being secured, sanitized or encrypted. In such cases, removal of storage media such as hard disks that contained confidential or high-risk data may be appropriate, or it may be possible to sanitize the storage media in another similar and fully functional piece of IT equipment prior to releasing custody of the equipment to be serviced.

5.3.1 Agencies may send IT equipment only to maintenance and repair service providers who have agreed in writing to:

- maintain the **confidentiality** of state information;
- access information only if it is necessary for maintenance or servicing purposes; and
- destroy, sanitize or return any equipment or components that are still capable of storing information, in accordance with agency policy.

- 5.4 Disposal, Long-Term Loan, State Surplus or Other Permanent Transfer. State agencies shall ensure that IT equipment is sanitized commensurate with the findings of their risk-assessment prior to either lending such equipment long-term or permanently transferring ownership, such as when donating equipment, transferring equipment to another agency, transferring equipment to the DAS State and Federal Surplus Program, or disposing of such equipment.
- 5.4.1 State agencies must at a minimum sanitize IT equipment and computer media that is to be permanently transferred by **overwriting** information with meaningless data in such a way that information cannot be reasonably recovered.
- 5.4.2 For confidential or other high-risk information, the sanitation procedures that state agencies use must provide additional assurance that information cannot be recovered. More rigorous methods, such as increasing the number of overwrites, **degaussing**, or physical **destruction** must be used as the levels of confidentiality and risk merit.
- 5.4.3 Agencies may only send IT equipment to IT sanitation service providers who have agreed in writing to:
- maintain the confidentiality of state information;
 - access information only if it is necessary for sanitation purposes; and
 - sanitize any equipment or components capable of storing information in accordance with agency policy.
- 5.4.4 The sanitation measures taken under this section shall be appropriate to reasonably prevent the violation of software license agreements, in accordance with Ohio IT Policy ITP-A.26, "Software Licensing," prior to transferring IT equipment.
- 5.4.5 State agencies shall dispose of IT property that contains batteries in accordance with chapter 3745-273 of the Ohio Administrative Code and the federal Mercury-Containing and Rechargeable Battery Management Act (42 USC Sec. 14301, 1996). Agencies shall abide by all other state and federal mandates regarding IT property that contains hazardous materials.
- 5.4.6 In the event that equipment capable of **persistent data storage** is transferred and sanitation methods such as data overwriting or degaussing are not technically feasible, agencies shall implement alternatives appropriate for the equipment to prevent the unauthorized disclosure of confidential or high-risk information or shall remove and destroy the storage media.

6.0 Procedures

None.

7.0 Implementation

The following additions to this policy resulting from the March 2008 revision shall be implemented by state agencies within six months of the effective date of this policy:

- Section 5.3 concerning removal of storage media
- Section 5.4.6 concerning storage media destruction

The remainder of this policy continues in effect.

8.0 Revision History

| Date | Description of Change |
|------------|---|
| 08/26/2005 | Original policy. |
| 03/19/2008 | Policy requirements concerning removal and destruction of storage media added to sections 5.3 and 5.4.6 of this policy. |
| 03/19/2013 | Scheduled policy review. |

9.0 Definitions

- 9.1 Confidentiality. The assurance that information is disclosed only to those systems or persons who are intended to receive the information. Areas in which confidentiality may be important include nonpublic customer information, patient records, information about a pending criminal case, or infrastructure specifications. Information systems that must ensure confidentiality will likely deploy techniques such as passwords, and could possibly include encryption.
- 9.2 Custody. In the context of this policy, the responsibility of control of a device through ownership, acceptance on loan, or a service agreement.
- 9.3 Data. Coded representation of quantities, objects and actions. The word, "data," is often used interchangeably with the word, "information," in common usage and in this policy.
- 9.4 Degaussing (i.e., demagnetizing). A procedure that reduces the magnetic flux to virtual zero by applying a reverse magnetizing field. Properly applied, degaussing renders any previously stored data on magnetic media unreadable and may be used as a method of sanitization.
- 9.5 Destruction. Rendering IT-related property unusable and its data unrecoverable through shredding, incineration or other equivalent procedure.
- 9.6 Disposal. The final transfer of ownership or custody of an information technology device.
- 9.7 Donation. Transferring ownership and custody of IT-related property to another entity through a gift program, grant program, or their equivalent.

- 9.8 Intellectual Property. A commercially valuable product of the human intellect in a concrete or abstract form, such as a copyrightable work, a protectable trademark, a patentable invention, or a trade secret.¹
- 9.9 License. A contract that authorizes access to software and information and outlines rights regarding the use, distribution, performance, modification, or reproduction of software and information.
- 9.10 Licensed Software. Software in any form, whether commercial, proprietary, or gratuitous, that is provided by the intellectual property holder under terms of a contract that governs use, copying, modification and distribution.
- 9.11 Overwriting. Process of writing patterns of data on top of the data stored on a magnetic medium.
- 9.12 Ownership. The responsibilities of owning a device, which includes, but is not limited to, the data risks associated with devices capable of persistent data storage.
- 9.13 Persistent Data Storage. The ability of a device to store data that is recoverable beyond a complete power cycle.
- 9.14 Risk Assessment. A process for analyzing threats to and the vulnerabilities of information systems as well as determining the potential impact that the loss of information or system capabilities would have on the organization. Risk assessments provide a foundation for risk management planning and the attainment of optimal levels of security. See Ohio IT Policy ITP-B.1, "Information Security Framework," for assessment guidelines.
- 9.15 Sanitize. To expunge data from IT equipment so that data recovery is reasonably prohibitive. Sanitizing includes such measures as overwriting, degaussing and destruction.
- 9.16 Surplus. In the context of this policy, excess information technology property that state agencies send to the DAS State and Federal Surplus Program for destruction, donation, recommission or surplus sale programs.
- 9.17 Trade-in. Transferring ownership and custody of an electronic device to a vendor through a procurement incentive program.

10.0 Related Resources

| Document Name |
|---|
| United States. Department of Defense. <u>National Industrial Security Program Operating Manual 5220.22-M</u> . February 2006. http://www.fas.org/sqp/library/nispom.htm |
| Ohio Administrative Code Chapter 3745-273. <u>Management Standards for Universal Waste</u> . http://codes.ohio.gov/oac/3745-273 |

¹ "Intellectual Property," Def. 2, Black's Law Dictionary, 7th Edition, 1999.

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| Department of Administrative Services. <u>DAS Directive 06-31</u> . February 2007. http://das.ohio.gov/Directives/directive_05-06/06-31.pdf |
| Ohio Revised Code section 125.13 and rule 123:5-2-01 of Ohio Administrative Code, <u>Disposal of Excess and Surplus Supplies</u> . http://codes.ohio.gov/orc/125.13 |
| The federal Mercury-Containing and Rechargeable Battery Management Act (42 USC Sec. 14301, 1996). http://www.epa.gov/epaoswer/hazwaste/state/policy/pl104.pdf |

11.0 Inquiries

Direct inquiries about surplus property to:

State and Federal Surplus Program
General Services Division
Ohio Department of Administrative Services
4200 Surface Road
Columbus, Ohio 43228

Telephone: 614-466-6570
Facsimile: 614-466-6585
E-mail: David.Settle mire@das.state.oh.us

Direct inquiries about this policy to:

Statewide IT Policy
Investment and Governance Division
Ohio Office of Information Technology
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

Telephone: 614-644-9352
Facsimile: 614-644-9152
E-mail: State.ITPolicy.Manager@oit.ohio.gov

Ohio IT Policy can be found on the Internet at www.ohio.gov/itp.

12.0 Attachments

- 12.1 Attachment 1 — Interrelationship of the Information Security Framework Policy and Subpolicies. A cross-reference table showing the relationship between the primary framework policy and the subpolicies.

Attachment 1

**Interrelationship of the Information Security Framework Policy
and Subpolicies**

| Information Security Framework | Security Requirements | | | | | | | | |
|---|-----------------------|-----------------|-----------|--------------|-----------------------------|---------------------------------|--------------------------------|------------------------|--------------------------------------|
| | Risk Management | Confidentiality | Integrity | Availability | Protect, Detect and Respond | Identification & Authentication | Access Control & Authorization | Security Audit Logging | Security Management & Administration |
| Information Security Framework Policy Sections | 5.1 | 5.2 | 5.2 | 5.2 | 5.3 | 5.4 | 5.5 | 5.6 | 5.7 |
| SUBPOLICIES | | | | | | | | | |
| Boundary Security (B.2) | X | | | X | X | X | X | X | X |
| Business Resumption Planning (E.7) | X | | | X | X | | | | X |
| Data Classification (B.11) | X | X | X | X | X | X | X | X | X |
| Disposal, Servicing and Transfer of IT Equipment (E.1) | X | X | | | | | | | X |
| Internet Security (B.6) | X | | | | | X | X | | X |
| Intrusion Prevention and Detection (B.12) | X | | X | | X | | X | X | X |
| Malicious Code Security (B.4) | X | | X | | X | | | | X |
| Password & PIN Security (B.3) | X | X | | | X | X | X | X | X |
| Portable Computing Security (B.9) | X | X | | | | X | X | X | X |
| Remote Access Security (B.5) | X | X | | X | | X | X | X | X |
| Security Education and Awareness (B.8) | X | X | X | X | X | X | X | X | X |
| Security Incident Response (B.7) | X | | X | X | X | | | X | X |
| Security Notifications (B.10) | X | X | | | X | X | X | | X |

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.