Security Risk Assessment Consulting Services
Request for Proposal
Ohio Statehouse and Governor’s Residence

Issued: May 17, 2021

This RFP consists of seven (7) parts and three (3) Attachments, totaling twenty-eight (28) consecutively numbered pages. Please verify that you have a complete copy.
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PART ONE: PROJECT OVERVIEW

1.1 Purpose

The Capitol Square Review and Advisory Board ("CSRAB") is requesting proposals for a board-certified, independent, and non-product affiliated security consulting firm credentialed through the American Society for Industrial Security International (ASIS) or other comparable security board certification to perform two separate security risk assessments for: (1) the Ohio Statehouse, 1 Capitol Square, Columbus, Ohio 43215, and (2) the Ohio Governor's Residence, 358 N Parkview Avenue, Bexley, Ohio 43209 (collectively, the "Sites," and individually, a "Site").

Upon completion of the security risk assessments, the selected Offeror shall create a master plan for each Site based on the findings of the two assessments. The purpose of the master plans will be to mitigate identified risks, including upgrade and potential implementation costs for all recommended improvements resulting from the study.

Proposals for the two Sites should be priced and presented as separate and distinct proposals. The CSRAB and/or Ohio State Highway Patrol ("OSHP") may elect not to accept all or part of an Offeror's Proposal for either Site.

1.2 Background and Objectives

Capital Square Complex: It is the mission of the Capitol Square Review and Advisory Board to maintain the historic character of the Capitol Square Complex, while providing for the health, safety, and convenience of those who work in and visit the Complex. The CSRAB is charged with interpreting the role of Ohio's Statehouse in national and Ohio history, to celebrate its art and architecture, and to highlight its ongoing impact on the daily lives of Ohioans and thereby inspire all Ohioans to participate in state government. The CSRAB seeks to maintain a safe, welcoming environment for all to gather, while ensuring the safety and security of the building and its occupants.

The Capitol Square Complex ("CSC") includes the Capitol building, Senate building, Capitol Atrium, Capitol grounds, underground parking garage, and the warehouse owned by the CSRAB located at 1532 Clara Street, Columbus, OH 43211. For purposes of this RFP, references to "Ohio Statehouse" or "Statehouse" carry the same meaning and are interchangeable with references to the "Capitol Square Complex" or "CSC."

The CSRAB employs an Assistant Deputy Director of Safety and Security who manages Capitol Square's security infrastructure. Pursuant to O.R.C. 5503.02(E)(1)(c), the OSHP provides security for the Capitol Square Complex, including uniformed law enforcement staff.

The Governor’s Residence: The Governor’s Residence is located at 358 N Parkview Avenue, Bexley, Ohio 43209, and includes the residence and all outbuilding and grounds located on the property. The Residence is situated in a neighborhood setting and is surrounded by other area homes. Its grounds include the Heritage Garden, which surrounds the Residence on all sides. While currently suspended due to the COVID-19 pandemic, the Governor’s Residence is normally open to visitors for scheduled tours on limited days and times.

Pursuant to O.R.C. 5503.02(E)(1)(e), OSHP is tasked with providing security for the Governor’s Residence, including uniformed law enforcement staff.
1.3 Project Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>May 17, 2021</td>
</tr>
<tr>
<td>Question Period Begins</td>
<td>May 17, 2021</td>
</tr>
<tr>
<td>Site Visit – Ohio Statehouse</td>
<td>May 24, 2021 @ noon</td>
</tr>
<tr>
<td>Site Visit – Governor’s Residence</td>
<td>June 2, 2021 @ 10AM</td>
</tr>
<tr>
<td>Question Period Ends</td>
<td>June 11, 2021 @ 5PM</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 2, 2021 @ 5PM</td>
</tr>
<tr>
<td>Estimated Contract Start Date</td>
<td>July 20, 2021</td>
</tr>
</tbody>
</table>

1.4 Site Visit and Proposal Questions

1.4.1 An optional pre-Proposal submission site visit will be conducted at the Ohio Statehouse on Monday, May 24, 2021. Please meet at the Capitol Square Review and Advisory Board main office located on the ground floor of the Statehouse at noon. You may contact Stephen Friday, sfriday@ohiostatehouse.org, 614-728-9796, for questions related to the site visit only.

1.4.2 An optional pre-Proposal submission site visit will be conducted at the Governor’s Residence on Wednesday, June 2, 2021. Please meet at Gate 2 of the Residence (the first drive East of Parkview Ave. on Maryland Ave.) at 10:00 AM. Please contact Lt. Chad Maines, camaines@dps.ohio.gov, 614-644-0035, for questions related to the site visit only.

1.4.3 All other questions or clarifications regarding this RFP must be sent to the following address: submittals@ohiostatehouse.org. reference the title of the RFP “Security Risk Assessment Consulting Services” in the e-mail subject line, and be submitted within the Question Period—between May 17, 2021 and June 11, 2021 at 5:00 pm.

Answers to all questions will be documented and posted on the Capitol Square Review and Advisory Board website at: ohiostatehouse.org. Answers will be posted no later than 5:00 pm two business days after the question period concludes. The CSRAB will limit Q&A responses so as to avoid disclosure of confidential or sensitive information.

1.4.4 Offerors are not to disclose or in any way suggest specific Proposal information to any CSRAB, OSHP, or other stakeholder representative prior to Proposal submission.

1.5 Important RFP Information & Requirements

1.5.1 If a suitable offer is made in response to this RFP, the CSRAB may enter into a contract (the “Contract”) to have the selected Offeror perform all or part of the Project. However, the CSRAB reserves the right to cancel this solicitation, reject any and all proposals, waive any technicalities, request additional proposals, and otherwise proceed in accordance with the best interests of the CSRAB and the State of Ohio.

1.5.2 Offerors must note that all Proposals and other material submitted will become the property of the CSRAB and may be returned only at the CSRAB’s option. Proprietary information should not be included in a Proposal or supporting materials because the
CSRAB will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror. Additionally, all Proposals will be available to the public after the CSRAB announces the award of the Contract.

1.5.3 All Offerors who submit a Proposal will receive notification of whether or not they have been selected for the project.

1.5.4 The Capitol Square Complex and Governor’s Residence will remain open and operational during regular business hours while this study is being conducted. Interviews and data collection will be coordinated to take place during regular business hours of 8:00 am to 5:00 pm and to limit disruption of normal business. Work outside of normal business hours must be approved by a duly authorized CSRAB or OSHP representative prior to commencement.

1.5.5 Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the CSRAB refusing to consider the Proposal of the Offeror.

1.5.6 Offeror must coordinate the scheduling of a Project kick-off meeting upon receipt of a purchase order.

1.5.7 All recommendations included in the study must take into consideration and maintain the historical character of the Sites. All work must be completed in a workmanlike and professional manner, and Offeror must take appropriate precautions to protect the property of the CSRAB and the Governor’s Residence while on-site.

1.5.8 The selected Offeror must perform all work in compliance with this RFP and the Agreement provided with this RFP.

PART TWO: SCOPE OF WORK

2.1 Phase 1 – Data Gathering

Once selected, the successful Offeror will deliver two (2) separate comprehensive reports that address the security vulnerabilities of the Ohio Statehouse and the Ohio Governor’s Residence respectively. Each comprehensive report must, at minimum:

2.1.1 Identify security-related threats from internal and external sources during and after business hours;

2.1.2 Identify critical risks and appropriate responses, utilizing assets (including personnel) to mitigate those risks;

2.1.3 Analyze vulnerabilities and work with key stakeholders to prioritize identified vulnerabilities;

2.1.4 Identify actions that mitigate risk and provide an analysis of mitigation actions;
2.1.5 Review security staffing models and staffing levels of CSRAB and the OSHP including minimum staffing requirements for the Capitol Square Complex and Governor’s Residence;

2.1.6 Review employee training with an emphasis on training frequency, documentation, tracking, and record-keeping related to:

2.1.6.1 Active aggressor response

2.1.6.2 Assessment of the OSHP Operation

2.1.6.3 Assessment of the OSHP Operation/Dispatch Center for function, efficiency, and training specific to the unique operational needs of the Ohio Statehouse; and

2.1.6.4 Identification of training needs;

2.1.7 Assessment of the Ohio Statehouse incident reporting system and data collection capabilities;

2.1.8 A security infrastructure of all Capitol Square Complex and Governor’s Residence facilities, during and after operating hours;

2.1.9 Review of current security systems (e.g., restricted and unrestricted access control, intrusion detection, video surveillance, lock and key control) and policies;

2.1.10 Interviews with staff and key stakeholders. These interviews shall be focused on individual observations of security operations as it affects the stakeholders’ roles at the Ohio Statehouse and Governor’s Residence;

2.1.11 A Crime Prevention Through Environmental Design (CPTED) evaluation of areas surrounding the Capitol Square Complex and Governor’s Residence, including grounds, outbuildings, parking lots, lighting, and landscaping; and


2.2 Phase 2 – Assessment and Recommendations

The successful Offeror will then deliver a Security Risk Assessment and Master Plan with a cost estimate, which will provide recommendations for:

2.2.1 Technical and physical security measures to mitigate or reduce risk to building occupants, visitors, and assets;

2.2.2 Security Awareness programs intended to reduce victim-assisted crimes;

2.2.3 Modifications and additions to existing policies, procedures, and recommended practices;
2.2.4 New policies, procedures, and recommended practices;

2.2.5 Comprehensive training recommendations for both new hires and current staff specific to the operations at the Ohio Statehouse and Governor’s Residence;

2.2.6 Phased and prioritized implementation strategies with detailed security design cost estimates for recommended measures; and

2.2.7 A minimum of two presentations to stakeholders to include: CSRAB leadership, Legislative leadership, and OSHP leadership to review findings and recommendations.

PART THREE: REQUIRED SUBMITTALS

The Offeror must affirm or submit the following qualifications and information in their Proposal:

3.1 Confirmation that the Offeror is independent and non-product affiliated

3.2 Security consulting qualifications to include:
   3.2.1 Years in business
   3.2.2 Office locations
   3.2.3 Number of full-time staff holding an ASIS Board Certification as a CPP or PSP
   3.2.4 Services offered

3.3 Relevant experience and Project methodology
   3.3.1 Demonstrated experience in conducting security work for public entities of similar or larger size and scope. The Offeror should provide at least three (3) examples.
   3.3.2 Methodology for conducting risk assessment
   3.3.3 Methodology for providing security design cost estimate
   3.3.4 Estimated duration for completion of project scope

3.4 Security system design experience

3.5 Resumes of personnel to be assigned to the project including relevant certifications

3.6 Proof of liability insurance

3.7 Affirmation that the Offeror is not in the business of selling security systems hardware or software solutions.
PART FOUR: SELECTION CRITERIA & SCORING

4.1 Table 1 – Scoring Breakdown

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Allowable Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Technical Requirements</td>
<td>500 points</td>
</tr>
<tr>
<td>Proposal Cost</td>
<td>125 points</td>
</tr>
<tr>
<td>Total</td>
<td>625 points</td>
</tr>
</tbody>
</table>

4.2 Table 2 – Technical Proposal Evaluation

The CSRAB will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s Total Technical Score in Table 2 for a maximum total of 500 points. Representative numerical values are defined as follows:

- **DOES NOT MEET (0 pts)**: Response does not comply substantially with requirements or is not provided.
- **WEAK (2 pts)**: Response was poor related to meeting the objectives.
- **WEAK TO MEETS (2 pts)**: Response indicates the objectives will not be completely met or at a level that will be below average.
- **MEETS (3 pts)**: Response generally meets the objectives (or expectations).
- **MEETS TO STRONG (4 pts)**: Response indicates the objectives will be exceeded
- **STRONG (5 pts)**: Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

**TABLE 2 – TECHNICAL PROPOSAL EVALUATION**

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Ext’d Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality and comprehensiveness of the Proposal:</td>
<td>30</td>
<td></td>
<td></td>
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<tr>
<td>a. Demonstrated understanding by the Offeror of the needs and requirements of the Sites</td>
<td></td>
<td></td>
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<tr>
<td>b. Clarity and organization of the Proposal</td>
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<td></td>
<td></td>
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<tr>
<td>c. Responsiveness and adherence to the RFP instructions</td>
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<tr>
<td>2. Quality of the proposed methodology includes, but is not limited to, the following:</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Comprehensive Work Plan per the RFP</td>
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<td></td>
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<tr>
<td>b. Offeror’s Staffing Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Demonstrated ability of Offeror to meet all RFP requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Offeror’s experience on projects of similar scope</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Input from reference contacts</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Technical Score</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.3 Cost Proposal Evaluation

4.3.1 Offerors must fill out Attachment A to submit their Cost Proposal.

4.3.2 The CSRAB will rank costs on a relative basis for a maximum total of 125 points for the Cost Score. The CSRAB will calculate the Offeror's Cost Proposal points after the Offeror’s technical points are determined, using the following formula:

\[ \text{Cost points} = \left( \frac{\text{lowest Offeror's cost}}{\text{Offeror's cost}} \right) \times 125 \]

4.3.3 The above formula will result in the lowest cost Proposal receiving the Maximum Allowable Points (125 points) and all other Offerors will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by 125.

4.3.4 Reimbursable expenses will not be permitted. Quoted rates must be all inclusive of labor, materials, etc.

PART FIVE: SUBMITTAL INSTRUCTIONS

5.1 Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Offeror’s ability to perform all of the actions, activities, and functions described in this RFP.

5.2 Costs associated with developing the Proposal are entirely the responsibility of the Offeror and shall not be chargeable to the CSRAB.

5.3 All Proposals must be submitted in a sealed envelope or appropriate packaging, with the title of “Security Risk Assessment Consulting Services” clearly marked on the outside, addressed, and mailed to:

Capitol Square Review and Advisory Board
Attn: Alison Buzzard
Ohio Statehouse
1 Capitol Square
Columbus, OH 43215

5.4 Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. TECHNICAL PROPOSALS MUST NOT CONTAIN COST OR PRICING INFORMATION. For this RFP, Offerors must submit two (2) total components as follows:

5.4.1 One (1) package containing one (1) original and four (4) copies of the Capitol Square Complex/Governor’s Residence combined Technical Proposal, clearly marked on the outside of the package’s envelope: “Security Risk Assessment Consulting Services Technical Proposal.”
5.4.2 One (1) package containing one (1) original and four (4) copies of the Cost Proposal, with pricing for the Capitol Square Complex and the Governor’s Residence listed separately, and clearly marked on the outside of the package’s envelope: “Security Risk Assessment Consulting Services Cost Proposal.”

5.5 The Proposal package must also include electronic versions of the Technical and Cost Proposals on their own clearly labeled, separate flash drives:

5.5.1 One (1) flash drive shall contain the Capitol Square Complex/Governor’s Residence combined Technical Proposal and must be clearly marked with the Offeror’s name and “Technical Proposal.”

5.5.2 One (1) flash drive shall contain the Cost Proposal, with pricing for the Capitol Square Complex and Governor’s Residence listed separately, and clearly marked with the Offeror’s name and “Cost Proposal.”

5.6 Proposals received after the required time and date specified for receipt shall be considered late and will not be evaluated for award. The CSRAB may return, unopened, any Proposal that is received after the deadline.

PART SIX: PROPOSAL FORMAT

To facilitate comparison of Proposals, Offerors must submit their Proposal in the format set forth below. Proposals must include a table of contents listing all sections.

1. Executive level summary of the Proposal

2. Statement as to the Offeror’s particular abilities and qualifications to include, but not be limited to:
   a. Brief history of the company;
   b. Product and services offerings;
   c. Description of the core competencies;
   d. The number of years the Offeror has been in business;
   e. Primary corporate location’s address;
   f. The geographical area of operations and professional affiliations;
   g. Overview of the ownership structure of the company, including whether the company is private or public;
   h. Size and composition of the organization;
   i. Number of customers;
   j. The Offeror’s Work Plan, addressing exactly how the Offeror will provide all required services specified in the RFP.
   k. The Offeror’s staffing plan, including the name of each team member that will be assigned to the Project and the role they will play. Include a brief resume of experience, certifications, skills, and abilities of each team member. This need not be all-inclusive; a summary of the core team will suffice.
   l. A disclosure of all information concerning any lawsuits filed, judgments entered, or claims made against the Offeror during the last five years with respect to services provided by
3. If applicable, include a list of proposed subcontractors for this project. The CSRAB reserves the right to reject any subcontractor not identified within the Offeror’s response. (Note: Subcontractor is not required for this RFP.)

4. Provide references for a minimum of three (3) projects. Include a description of scope and client references, including contact names, e-mail addresses, and telephone numbers.

5. Include any other information believed to be pertinent but not specifically mentioned in this RFP that may be useful and applicable to this project.

6. The Offeror must include a completed W-9 Form.

PART SEVEN: TERMS AND CONDITIONS

7.1 The selected Offeror shall provide services in accordance with the terms and conditions set forth in the Attachment B Agreement and the contents of this RFP (including any Attachments, Exhibits, and subsequent CSRAB-issued Addenda), which together will constitute the Contract. This Contract must be agreed to and signed by the selected Contractor as a condition of the selected Contractor’s award of this project, and prior to any provision of services.

7.2 Prospective Offerors and each individual assigned to work on the proposal will be required to sign a non-disclosure agreement related to the security infrastructure, operational protocols, and personnel assignments of the Ohio Statehouse, CSRAB, Governor’s Residence, and the OSHP (see Attachment B). The selected Offeror will again be required to sign a non-disclosure agreement prior to contract award.

7.3 All aspects of the project will be implemented and operated consistent with Ohio Law, as well as CSRAB and OSHP policies and procedures.
ATTACHMENT A

Cost Proposal
Security Risk Assessment Consulting Services

Offeror Name: ________________________________

Total Not-to-Exceed Cost—Capitol Square Complex: ________________

Total Not-to-Exceed Cost—Governor’s Residence: ________________

*Reimbursable expenses will not be permitted. Quoted rates should be all inclusive of labor, materials, etc.
ATTACHMENT B

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Re: The Capitol Square Review and Advisory Board's Request for Proposal for Security Risk Assessment Consulting Services

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into this _____ day of ____________________, 2021, (“Effective Date”), by and between the Capitol Square Review and Advisory Board (“CSRAB”), a Board of the State of Ohio established under Revised Code Section 105.41, and the entity responding to the CSRAB’s above-referenced Request for Proposal (“RFP”), whose name and address are as follows: ____________________________

(the “Recipient”), (each herein referred to individually as a “Party,” or collectively as the “Parties”).

WHEREAS, the CSRAB has issued or will issue a RFP for Security Risk Assessment Consulting Services for the Capitol Square Complex, 1 Capitol Square, Columbus, OH 43215 and the Governor’s Residence, 358 N Parkview Avenue, Bexley, OH 43209. In order to provide sufficient information to prospective offerors who wish to submit proposals in response to the RFP and that such confidential and proprietary information includes, but is not limited to, the critical systems and security infrastructure, operational protocols, personnel assignments, and other information directly used for protecting or maintaining the security of the Capitol Square Complex and Governor’s Residence; and

WHEREAS, each prospective offeror that wishes to submit a proposal in response to the RFP must have access to that confidential and proprietary information in order to construct a response to and/or proposal for the RFP; and,

WHEREAS, in order to release this confidential and proprietary information to prospective offerors, the CSRAB requires each prospective offeror to enter into this Agreement through its authorized representative and return the Agreement to the CSRAB as a pre-condition of receiving any confidential and proprietary information, whether written or otherwise;

NOW THEREFORE, in consideration of the above recitals and mutual promises of the Parties herein contained, it is agreed by and between the Parties as follows:

1. Definition. “Confidential or Proprietary Information” refers to:

   a. All information, documents, data, materials, and proprietary software systems, networking, infrastructure disclosed to, or accessed by, the Recipient in connection with, or in relation to, the RFP process, in any form, whether oral or written, or in any medium, including but not limited to any of the following, whether or not marked as such, under the terms of this Agreement, and shall not be used or disclosed except as necessary for the Recipient to respond to the CSRAB’s RFP:

      i. The subject matter described in, and referred to, in the RFP; its associated scope of work; exhibits; and any other attachments, and during the RFP process;
ii. The RFP document itself (including all exhibits and attachments), its content, and all supporting data; materials; and all other information provided to the Recipient in any form or medium in or in relation to the CSRAB’s RFP;

iii. Any information, data, document, or material concerning or related to the CSRAB’s or Ohio State Highway Patrol’s (“OSHP”), including but not limited to the requirements described in the RFP, scope of work, and all subsequent information, data, document or materials that may be provided to the Recipient from time to time during the RFP process, including but not limited to any information, data, document or materials provided during or in the response to any questions from Recipient or another recipient of the RFP;

iv. Any and all other information, data, or materials that Recipient receives access to or obtains in connection with on-site visits, meetings, or in any other forms of communication, whether oral or written, with CSRAB or OSHP personnel or other stakeholders to this RFP as determined by the CSRAB or OSHP;

v. Any and all other information, data, or materials learned by the Recipient through inspection of the Capitol Square Complex and Governor’s Residence regarding CSRAB-, OSHP-, or State of Ohio-owned products, designs, security infrastructure, and video surveillance architecture; and

vi. Any and all other nonpublic, sensitive, or third-party information that is in the possession of the CSRAB or OSHP and the information is disclosed to Recipient under this Agreement.

2. Prerequisite of Disclosure: All Confidential or Proprietary Information disclosed by the CSRAB or OSHP to the Recipient shall be provided to the Recipient only after the Recipient has entered into this Agreement through its authorized representative and returned the Agreement to the CSRAB.

3. Restrictions on Use:

   a. The CSRAB and the OSHP will provide to the Recipient certain confidential and proprietary information to enable the Recipient to consider and make a proposal and quotation responsive to the CSRAB’s RFP. The Recipient agrees that all Confidential or Proprietary Information shall not be used or disclosed except as necessary for the Recipient to respond to the CSRAB’s RFP.

   b. The Recipient agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy of the Confidential or Proprietary Information in its possession shall be maintained. The Recipient also agrees that it shall treat the Confidential or Proprietary Information with not less than the same degree of care and confidentiality with which it treats its own confidential and proprietary information, but with no less than reasonable care.

   c. The Recipient shall not disclose Confidential or Proprietary Information to any employee or subcontractor of Recipient unless such person needs access in order to facilitate the evaluation and preparation of a response to the RFP and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section 3.

   d. The Recipient shall not disclose the Confidential or Proprietary Information or any part of it to any third party without prior written consent of the CSRAB. In as much as the Recipient’s response to the CSRAB’s RFP shall contain the CSRAB’s or OSHP’s Confidential or
Proprietary Information, the Recipient shall exercise the same degree of care and confidentiality of such information.

e. The Recipient shall immediately report to the CSRAB and OSHP any known or suspected unauthorized uses or disclosures it becomes aware of, confirmed or unconfirmed, and shall take all reasonable steps to contain any further such unauthorized activity and mitigate the potentially harmful effects of the unauthorized uses or disclosures.

f. Notwithstanding the foregoing, the Recipient may disclose Confidential or Proprietary Information as required by applicable law or by proper legal or governmental authority. The Recipient shall give the CSRAB and OSHP prompt notice of any such legal or governmental demand and reasonably cooperate with the CSRAB and OSHP in any effort to seek a protective order or to otherwise contest such required disclosure, at Recipient’s expense.

g. The provisions of Section (3) shall survive termination of this Agreement.

4. Injunction. The Recipient will be liable for disclosure of any Confidential or Proprietary Information. The Parties agree that the disclosure of Confidential or Proprietary Information may cause the CSRAB and OSHP irreparable damage for which remedies other than injunctive relief may be inadequate, and the Recipient agrees that in the event of a breach of the obligations hereunder, the CSRAB and OSHP shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

5. Return of Confidential Information. Upon request of the CSRAB or OSHP, the Recipient shall return all Confidential or Proprietary Information, copies, extracts, or notes derived from the Confidential or Proprietary Information, or certify, in writing, the destruction thereof. The provisions of this Section (4) shall survive termination of this Agreement.

6. Retention of Rights. Nothing in this Agreement shall obligate the CSRAB or OSHP to proceed with any other transaction between the CSRAB or OSHP and the Recipient. The exchange of information does not imply imminent purchase, nor should it in any way be construed as a commitment to purchase by the CSRAB or OSHP.

7. No Warranties. All Confidential or Proprietary Information relied on by the Recipient is provided “as is.” Neither the CSRAB nor OSHP make any warranties, express, implied, or otherwise, regarding its accuracy, completeness, fitness for a particular purpose, or performance.

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

9. Severability. If any provision of this Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

10. Amendments – Waiver. No change to any provision of this Agreement will be effective unless it is in writing and signed by both Parties. The failure of either Party at any time to demand strict performance by the other Party of any of the terms of this Agreement 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.

11. Termination. Either Party may terminate this Agreement upon provision to the other Party one (1) day written notice of election to so terminate, subject to the provisions of Section 3 and Section 5 of this
Agreement, provided that such unilateral termination is without prejudice to the CSRAB, OSHP, and State of Ohio.

12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter and supersedes any previous agreements, whether oral or written.

14. Authority to Sign. The Recipient warrants and represents that the individual who signs this Agreement for the Recipient has the requisite power and authority to enter into this Agreement on behalf of the Recipient and to bind the Recipient.

15. Assignment. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the Parties hereto and their respective successors, affiliates, agents, employees, and assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

RECIPIENT

By: __________________________
Name: _________________________
Title: __________________________
Date: _________________________

CAPITOL SQUARE REVIEW AND ADVISORY BOARD

By: __________________________
Name: _________________________
Title: __________________________
Date: _________________________
ATTACHMENT C

AGREEMENT
BETWEEN THE
CAPITOL SQUARE REVIEW AND ADVISORY BOARD
AND
[NAME OF CONSULTANT]

THIS AGREEMENT is between the Capitol Square Review and Advisory Board (hereinafter the “CSRAB”), Ohio Statehouse, 1 Capitol Square, Columbus, OH 43215, and [Name of Consultant] (hereinafter “Consultant”), [Street Address, City, State, Zip].

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Consultant shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a consultant to the CSRAB. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the CSRAB is the sole judge of the adequacy of such services.

B. The CSRAB enters into this Agreement in reliance upon Consultant’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Consultant warrants that it does possess the necessary expertise and experience.

C. Consultant shall perform the services to be rendered under this Agreement and the CSRAB shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The CSRAB shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Consultant shall perform the services (the “Work”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before Date, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the CSRAB or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Consultant’s Services.

C. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2023. The CSRAB may renew this Agreement once on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2023 and shall terminate June 30, 2025, unless sooner terminated as set forth herein.
D. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. The CSRAB shall pay Consultant no more than [[$0.00]] for the Work.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule

C. Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

D. Consultant must receive a purchase order from the CSRAB prior to filling an order or performing any of the Work.

E. After Consultant receives a purchase order, Consultant shall submit a monthly invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed and total hours worked, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain Consultant's name and address and shall reference CSRAB and list the billing address as Ohio Statehouse, 1 Capitol Square, Attn: Laura Battocletti, Columbus, OH 43215. After receipt and approval by the CSRAB of a proper invoice, as defined by Ohio Adm. Code 126-3-01(A)(5), payment will be made pursuant to Ohio Adm. Code 126-3-01. Unless otherwise directed by the CSRAB, invoices should be directed via email to: laura.battocletti@ohiostatehouse.org.

F. In the event that any customer of Consultant negotiates a lower fee structure for the Work or comparable services, Consultant shall promptly notify the CSRAB and shall extend the lower negotiated rate to the CSRAB retroactively to the first date the lower rate was offered to another customer.

V. CERTIFICATION OF FUNDS

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

VI. TERMINATION OF CONSULTANT’S SERVICES

A. The CSRAB may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Consultant.

B. In the event that the Work includes divisible services, the CSRAB may, at any time prior to completion of the Work, by giving written notice to Consultant, suspend or terminate any one or more such portions of the Work.
C. Consultant, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the CSRAB, furnish a report, as of the date Consultant receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters the CSRAB requires.

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

E. In the event this Agreement is terminated prior to completion of the Work, Consultant shall deliver to the CSRAB all work products and documents which have been prepared by Consultant in the course of performing the Work. All such materials shall become, and remain the property of, the CSRAB, to be used in such manner and for such purpose as the CSRAB may choose.

F. Consultant agrees to waive any right to, and shall make no claim for, additional compensation against the CSRAB by reason of any suspension or termination.

G. Consultant may terminate this Agreement upon sixty (60) days’ prior written notice to CSRAB.

VII. RELATIONSHIP OF PARTIES

A. Consultant shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Consultant will also be responsible for all licenses, permits, employees’ wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers’ Compensation and Unemployment Compensation coverage, if any.

B. While Consultant shall be required to render services described hereunder for the CSRAB during the term of this Agreement, nothing herein shall be construed to imply, by reason of Consultant’s engagement hereunder as an independent contractor, that the CSRAB shall have or may exercise any right of control over Consultant with regard to the manner or method of Consultant’s performance of services hereunder.

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

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

E. Unless Consultant is a “business entity” as that term is defined in R.C. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), Consultant shall have any individual performing services under this Agreement complete and submit to the CSRAB the Independent Contractor/Worker Acknowledgement form found at https://www.opers.org/forms-archive/PEDACKN.pdf.
F. Consultant’s failure to complete and submit the Independent Contractor/Worker Acknowledgement form linked in Paragraph VII(E) at the time Consultant executes this Agreement shall serve as Consultant’s certification that Consultant is a “business entity” as that term is defined in R.C. 145.037.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the CSRAB as the CSRAB may reasonably require.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Consultant, who may subcontract without the CSRAB’s approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Consultant shall not enter into subcontracts related to the Work without prior written approval by the CSRAB. All work subcontracted shall be at Consultant’s expense.

2. Consultant shall furnish to the CSRAB a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

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

C. Consultant warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the CSRAB, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

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

B. Consultant agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the CSRAB. Any requests for distribution received by Consultant shall be promptly referred to the CSRAB.

XI. CONFIDENTIALITY

A. Consultant shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the CSRAB.
XII. LIABILITY

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

B. Consultant shall bear all costs associated with defending the CSRAB and the State of Ohio against any such claims.

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

XIII. INSURANCE

A. Until all obligations under this Agreement are complete, and without limiting Consultant’s indemnification obligations herein, Consultant agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least “A-VII,” or a comparable rating agency. Consultant shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Article XIII.

B. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the CSRAB. No representation is made by the CSRAB that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of Consultant under this Agreement. Consultant’s insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Consultant has no owned autos, Codes 8 (hired) and 9 (non-owned), with a limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. If Consultant is a sole proprietor, partnership, or has no statutory requirement for workers’ compensation, Consultant must provide a letter stating that it is exempt and agreeing to hold the CSRAB and the State of Ohio harmless from loss or liability for such.
4. Professional Liability (Errors and Omissions) Insurance, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall cover all applicable Consultant personnel or subcontractors who perform professional services related to this Agreement.

5. Property insurance:
   a. Tools and Equipment: The CSRAB and State of Ohio shall not be liable for any loss, including theft or disappearance, of the Consultant’s tools and equipment. Consultant is solely responsible for securing its tools and equipment and at no time shall such items be considered in the care, custody and control of the CSRAB or the State of Ohio. Should the Consultant choose not to adequately insure its property, no coverage shall be afforded under any insurance or self-insurance maintained by the CSRAB or the State of Ohio.

C. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

1. ADDITIONAL INSURED STATUS. Except for Workers’ Compensation and Professional Liability insurance, the CSRAB and the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant’s insurance.

2. PRIMARY COVERAGE. For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the CSRAB or the State of Ohio, its officers, officials and employees shall be excess of the Consultant’s insurance and shall not contribute with it.

3. UMBRELLA OR EXCESS INSURANCE POLICIES. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

4. NOTICE OF CANCELLATION. Consultant shall provide the CSRAB with 30 days’ written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the CSRAB or the State of Ohio’s available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

5. WAIVER OF SUBROGATION. Consultant hereby grants to the CSRAB and the State of Ohio a waiver of any right to subrogation which any insurer of Consultant may acquire against the CSRAB or the State of Ohio by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CSRAB or the State of Ohio has received a waiver of subrogation endorsement from the insurer.
6. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Deductibles and self-insured retentions must be declared to and approved by the CSRAB. The CSRAB may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State of Ohio.

7. **CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis:

   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work.

   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Work. The Discovery Period must be active during the Extended Reporting Period.

D. **VERIFICATION OF COVERAGE.** Consultant shall furnish the CSRAB with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CSRAB before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Consultant’s obligation to provide them. The CSRAB reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. **SUBCONTRACTORS.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the CSRAB and the State of Ohio are additional insureds on insurance required from subcontractors.

F. **SPECIAL RISKS OR CIRCUMSTANCES.** The CSRAB reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XIV. **ANTITRUST ASSIGNMENT**

   A. Consultant assigns to the CSRAB all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XV. **CONSULTANT’S REPRESENTATIONS AND WARRANTIES**

   A. **COMPLIANCE WITH LAWS.** Consultant, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

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

C. NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111 and the CSRAB’s policy, Consultant agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Consultant further agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

D. AFFIRMATIVE ACTION PROGRAM. Consultant represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

E. CONFLICTS OF INTEREST.

1. No personnel of Consultant who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the CSRAB in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the CSRAB shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

2. Consultant warrants that it has not entered into, nor shall enter into, other agreements or engagements, without prior written approval of the State Agency, to perform consulting or analysis on matters in the same industry as the subject matter of this contract that would create a conflict of interest, or create the appearance of a conflict, in relation to any conclusions, analysis or testimony in relation to the subject matter of this engagement.

F. ETHICS COMPLIANCE. Consultant represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Consultant further represents, warrants, and certifies that neither Consultant nor any of its employees will do any act that is inconsistent with such laws.

G. QUALIFICATIONS TO DO BUSINESS. Consultant affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Consultant, for any reason, becomes disqualified from conducting business in the State of Ohio, Consultant will immediately notify the CSRAB in writing and will immediately cease performance of the Work.
H. CAMPAIGN CONTRIBUTIONS. Consultant hereby certifies that neither Consultant nor any of Consultant’s partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

I. FINDINGS FOR RECOVERY. Consultant warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.

J. DEBARMENT. Consultant represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

K. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XV are found to be false, this Agreement is void ab initio and Consultant shall immediately repay to the CSRAB any funds paid under this Agreement.

L. BOYCOTTING. Pursuant to R.C. 9.76(B), Consultant warrants that Consultant is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

XVI. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

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

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII, XIV and XV(L) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the CSRAB.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. PUBLICITY. The Consultant shall not do the following without prior, written consent from the CSRAB:

1. Advertise that the Consultant is doing business with the CSRAB;
2. Use this Agreement as a marketing or sales tool; or

3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, or company name to any CSRAB- or State of Ohio-owned property, application, or website, including any website hosted by the Contractor or a third party.

G. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

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

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

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

K. EXECUTION. This Agreement is not binding upon the CSRAB unless executed in full, and is effective as of the last date of signature by the State Agency.

L. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

M. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[CONSULTANT]

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

CAPITOL SQUARE REVIEW AND ADVISORY BOARD

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
CONSULTANT AGREEMENT
EXHIBIT 1
Scope of Work

I. Phase 1 – Data Gathering

Consultant will deliver two (2) separate comprehensive security reports that address the security vulnerabilities of the Ohio Statehouse and the Ohio Governor's Residence respectively. Each comprehensive report must, at minimum:

a. Identify security-related threats from internal and external sources during and after business hours;

b. Identify critical risks and appropriate responses, utilizing assets (including personnel) to mitigate those risks;

c. Analyze vulnerabilities and work with key stakeholders to prioritize identified vulnerabilities;

d. Identify actions that mitigate risk and provide an analysis of mitigation actions;

e. Review security staffing models and staffing levels of CSRAB and the OSHP including minimum staffing requirements for the Capitol Square Complex and Governor’s Residence;

f. Review employee training with an emphasis on training frequency, documentation, tracking, and record-keeping related to:
   - Active aggressor response
   - Assessment of the OSHP Operation
   - Assessment of the OSHP Operation/Dispatch Center for function, efficiency, and training specific to the unique operational needs of the Ohio Statehouse; and
   - Identification of training needs;

g. Assessment of the Ohio Statehouse incident reporting system and data collection capabilities;

h. A physical evaluation of all Capitol Square Complex and Governor’s Residence facilities, during and after operating hours;

i. Review of current security systems (e.g., restricted and unrestricted access control, intrusion detection, video surveillance, lock and key control) and policies;

j. Interviews with staff and key stakeholders. These interviews shall be focused on individual observations of security operations as it affects the stakeholders’ roles at the Ohio Statehouse and Governor’s Residence;

k. A Crime Prevention Through Environmental Design (CPTED) evaluation of areas surrounding the Capitol Square Complex and Governor’s Residence, including grounds, outbuildings, parking lots, lighting, and landscaping; and

II. Phase 2 – Assessment and Recommendations

The successful Offeror will then deliver a Security Risk Assessment and Master Plan with a cost estimate, which will provide recommendations for:

a. Technical and physical security measures to mitigate or reduce risk to building occupants, visitors, and assets;

b. Security Awareness programs intended to reduce victim-assisted crimes;

c. Modifications and additions to existing policies, procedures, and recommended practices;

d. New policies, procedures, and recommended practices;

e. Comprehensive training recommendations for both new hires and current staff specific to the operations at the Ohio Statehouse and Governor’s Residence;

f. Phased and prioritized implementation strategies with detailed security design cost estimates for recommended measures; and

g. A minimum of two presentations to stakeholders to include: CSRAB leadership, Legislative leadership, and OSHP leadership to review findings and recommendations.