



**OHIO DEFERRED COMPENSATION**

**REQUEST FOR PROPOSALS (RFP)  
FOR**

**Managed Security Operations Center (SOC) and Managed Detection and Response (MDR)**

**Issue Date:** September 27, 2024

**Written Question Deadline:** October 9, 2024 at 12:00 PM Eastern Time

**Vendor Conference (OPTIONAL):** October 9, 2024 at 3:00 PM Eastern Time

**Proposal Deadline:** November 6, 2024 at 12:00 PM Eastern Time

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**Description:** The Ohio Deferred Compensation Program is requesting proposals for a Managed Security Service Provider (MSSP) to provide a 24x7 Security Operations Center (SOC) and Managed Detection and Response (MDR) services for the Ohio Public Employees Deferred Compensation Board (Ohio DC).

A copy of this RFP can be obtained from the Ohio DC website at [OhioDC.org](http://OhioDC.org). Until the expiration date of this solicitation, it is incumbent upon the Vendor to check the website for additional information and/or addendums.

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## I. **BACKGROUND**

### A. **Ohio DC Board**

The Ohio Public Employees Deferred Compensation Board (Ohio DC) is unique in that it is created and governed by Ohio Revised Code Chapter 148, to provide a supplemental retirement plan that is administered solely in the interest of and for the exclusive benefit of participating employees, continuing members, and their beneficiaries.

A 13-member uncompensated Board, composed of public employees, retirees, legislators, and appointed investment experts, governs the Program as required by Ohio Revised Code Section 148.02. The Ohio DC staff manages and administers the Program with public employees' best interests in mind. External managers professionally manage Ohio DC's investment options. Investment options are selected and monitored by the Board and its independent investment consultant.

Currently, more than 2,000 different public employers throughout Ohio participate in the Ohio DC. Total Ohio DC assets exceed \$21 billion.

### B. **Financial Information**

Ohio DC's current *Annual Comprehensive Financial Report*, which includes statistical information regarding Ohio DC participation, is available on Ohio DC's employer website at <https://ohiodc.org/annual-reports>

## II. OVERVIEW

During a review of Ohio DC's cyber security posture, a 24x7 SOC was identified as a key component to help enhance Ohio DC's cyber security posture and ensure its security going forward.

Ohio DC is currently managing an implementation of Microsoft Sentinel, a Security information and event management (SIEM) tool, with the help of an external IT consulting team. The team conducts regular reviews of the incidents logged into to the SIEM tool and takes action as needed. Additional information regarding the current environment is detailed below.

### Current Environment

- Columbus Office
  - Up to 30 employees
  - Up to 100 endpoints (up to 30 employee workstations and over 50 Azure VMs)
- Current Security Toolset
  - Windows Defender
  - Microsoft 365 E5
  - Microsoft Sentinel

Ohio DC has 2 primary applications that are fully hosted in the Azure Cloud environment:

Ohio Recordkeeping Information System (ORIS): Ohio DC is using a home-grown recordkeeping system built on Microsoft technologies and hosted on Azure. ORIS is only available within Ohio DC's internal network. The users of this system are Ohio DC staff and Nationwide staff. Authentication to ORIS utilizes Entra ID with MFA.

Participant Web Portal (PWP): Ohio DC has built a public facing website for participants to access self-service features to manage their account and transactions. PWP is built on Microsoft technologies and hosted on Azure. Participants are required to log into their account by using their credentials with MFA using a third party Identity Management solution.

Physical working environment: Ohio DC has a single work location and has adapted a hybrid work culture. In the event that the work location is not available, Ohio DC would adopt a remote work model. Users in both Ohio DC's work location and remote work locations leverage basic internet with a Point-to-Site VPN connection to access the Azure Cloud environment. On-premises printers are connected to the Cloud through a site-to-site connection. Ohio DC's internal network is fully hosted in the Azure cloud and there is no critical infrastructure in the on-premises location.

Nationwide Connectivity: Nationwide customer service representatives work within a Nationwide network using Nationwide's IT infrastructure. The Nationwide network has established a Site-to-Site VPN with Ohio DC's Azure tenant to provide access to Ohio DC's internal ORIS application. Nationwide customer service representatives are provisioned to Ohio DC's Entra ID tenant as guest users and access is provided based on their assigned privilege groups.

**Considerations:** Ohio DC intends to utilize its existing tools to enhance its security posture and is not seeking to install additional hardware to meet these objectives. If additional software is required to complement the existing tools in achieving the security objectives, Ohio DC is open to adding such products. Any additional products must be included in the proposal to ensure an accurate estimate of proposal costs. To the extent that it is possible, Ohio DC would like to

purchase any supplemental products independently, rather than as part of the engagement and those product recommendations should be clearly indicated in the proposal.

Due to the critical nature and sensitivity of IT security, the proposed solutions must adhere to the following:

- The solution provider must be legally registered in the United States.
- All security operations and data centers utilized for the proposed solution must be located within the United States
- All personnel involved in the implementation, management, and support of the proposed solution must be U.S. citizens or legal residents, based in the United States.

### III. SCOPE OF SERVICES

Ohio DC seeks a Vendor to provide the following services:

#### 1. **Security Operations Center (SOC) & Managed Detection and Response (MDR)**

- 24x7 monitoring and alerting of Ohio DC networks and systems.
- Incident response and management – creation, prioritization, triage, and post-incident retrospectives.
- Assistance in gathering forensic evidence for specific incidents.
- Threat hunting incorporating information from external knowledge sources, such as FS-ISAC, the hacker community, or open-source intelligence sources.
- Advanced threat detection and containment.
- Regular activity reports of incidents and activities performed by the vendor, including response times.
- Monthly Vulnerability Report

#### 2. **Microsoft Sentinel**

- A full review and tuning of the existing Ohio DC Microsoft Sentinel solution should be conducted prior to beginning SOC services. The Vendor should specify which components will be included as part of this review and any that may not be included.
  - Data connectors should be reviewed. Missing connectors should be identified and added, and deprecated connectors should be removed.
  - Automation rules should be reviewed, and any recommended changes applied.
  - Playbooks should be reviewed, and any recommended changes applied.
  - Workbooks should be reviewed, and any recommended changes applied.
  - Any other features that are not used or underleveraged should be reviewed and any recommended changes applied.
  - Identify any log sources which are not properly time synchronized.
  - Log settings should be reviewed, and any recommendations should be presented to Ohio DC.
- Quarterly maintenance for the Ohio DC Microsoft Sentinel solution should be completed to ensure that the implementation stays up to date with latest sources and best practices. The Vendor should specify which components will be included as part of this maintenance and any that may not be included. When completed, a changelog should be provided.
- It is understood that these tuning and maintenance activities may not be considered as part of daily operations. If billing for these activities is to be itemized separately, the proposal should clearly indicate the hours and resources required in addition to ongoing operation costs.

#### 3. **Incident Response**

- The Vendor should provide playbooks of how different incidents will be handled and how Ohio DC will be engaged for such incidents, as well as what types of incidents can be handled solely by the Vendor. Examples of specific types of incidents that Ohio DC is interested in understanding the workflow of are included below:
  - A user has been identified as conducting impossible travel.
  - A user has been identified as having repeated multifactor authentication or password failures.

- A DDoS attack on the public website has been identified, coming from a broad volume of IPs.
- A high volume of failed VPN login attempts is coming from a specific IP or IP range.
- A malicious file has been identified on a user workstation. Microsoft Defender reports that it was detected and removed the file.
- Sentinel has reported that potential data exfiltration has occurred on a user workstation or server.
- During the first month, Ohio DC and the Vendor will jointly agree on a detailed matrix organizing events into the following buckets and determine appropriate incident response times:
  - Critical
  - High
  - Medium
  - Low
- The Vendor should provide a clear process of what an escalation scenario during both business and non-business hours would look like and what communication options are available to Ohio DC.

#### **4. Contract Length**

- The solution must be fully operational for Ohio DC by March 30, 2025
- Ohio DC is asking for pricing for the solution from January 1st, 2025 until December 31st 2027, with the option to extend the service for two additional one-year periods at a fixed yearly price.

#### **5. Invoices and Service Level Agreements**

- Ohio DC must be invoiced on a monthly basis for all services performed.
- The invoice must contain an itemized list of the services being provided.
- Upon mutual agreement between Ohio DC and the Vendor, the Vendor may begin invoicing for once the solution has been fully enabled and accepted based on the items in Sections 1 and 2 (Security Operations Center (SOC) & Managed Detection and Response (MDR), Microsoft Sentinel).
- Invoices will be prorated based on the number of days an installation has been active and accepted by Ohio DC. For Example: If installation is activated on the 15th of the month, Ohio DC would be billed for 15 days of service.
- In the event of services becoming unavailable, the services will be billed on a prorated basis corresponding to the number of days that the solution was available.
- If services are unavailable due to a reason outside of the Vendor's control such as complete loss of network connectivity or power at the individual location or a Microsoft/Azure outage, the Vendor will not be responsible.
- Response time is defined as the time in which the event occurs and the time it takes for the Vendor to initiate a response. This event will be an incident triggered by the managed SOC solution, or when initiated by contact from Ohio DC. Failure to meet agreed upon response times will be considered a breach of response time service level agreement.
- During the period from January 1, 2025 until March 30, 2025, the service will be considered in "Service Initiation period" in which there will be no penalties for breaches of the response time service level agreements mentioned above.

- During the Service Initiation Period, Ohio DC and the Vendor will work jointly to specify the exact method in which the incident response time will be responded to and be measured. This will include notification procedures, and escalation procedures for the incidents.
- After the end of the service initiation period of March 30, 2025, the Vendor will be responsible for any breaches of response time defined above.
- In the event there is a breach for critical or high events after the service initiation period, the following formula will be used to determine the amount to be deducted from the monthly invoice:

Critical/High Events Breach Quantity per Month	% of Deduction from Monthly Invoice
1	1%
2	5%
3	10%
4	25%
5	50%
6 or more	100%

- Each month, as part of the monthly invoicing process, the Vendor must provide detail of each incident that occurred, and the response time for each incident.



#### **IV. PROPOSAL CONTENT**

For purposes of responding to this RFP, the Vendor should assume an exclusive contract will be awarded. Please note that an exclusive contract award does not prohibit Vendors from offering services on a sub-contracted basis, but such services must be disclosed fully in the Vendor's RFP response.

All proposals must restate each item in the Proposal Content section and record the Vendor's response directly below the item. Responses should be provided in order and reference the corresponding item number.

##### **1. Transmittal Letter**

The Vendor's proposal must be accompanied by a Transmittal Letter, signed by an individual authorized to bind the company and including the following statement: "The information presented in this proposal by (Vendor Representative) is correct to the best of our knowledge and belief as of the date submitted. The individual executing this document on behalf of (Vendor Name) is authorized to execute documents of this nature under the scope of his/her employment responsibilities."

##### **2. Questionnaire**

Please provide the following information:

- 2.1 State the name and address of the Vendor. Provide the name, title, address, telephone, and fax numbers of the person from the Vendor who should be contacted with questions regarding the Vendor response. Give a brief history of the Vendor. Provide this information for sub-contractors as well.
- 2.2 Does the Vendor conduct pre-employment background checks? What type of insurance/bonding coverage is carried on the Vendor employees? If any sub-contractors are used, please provide the same information for them.
- 2.3 Does the Vendor accept all the terms as outlined in the General Conditions and Contract Requirements sections?  
  
If the answer is "NO," state any exceptions the Vendor has to the contract requirements and contract provisions. State the reason for the exception and the substitution offered.
- 2.4 Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement as a Managed Security Services Provider, and any organizational aspects that uniquely qualify the firm for this assignment.
- 2.5 Describe the Vendor's lines of business and the approximate contribution of each business to the Vendor's total revenue. If the Vendor is an affiliate or subsidiary of an organization, state what percentage of the parent firm's total revenue the Vendor affiliate or subsidiary generates.

- 2.6 Is the Vendor a subsidiary or affiliate of another company? Give full disclosure of all direct or indirect ownership and type of relationship with affiliate companies, including the business nature of each.
- 2.7 Describe any significant developments in the Vendor organization within the last three years, such as changes in ownership, personnel reorganization, and staff departures.
- 2.8 Describe any near-term changes in the Vendor organization's basic ownership structure or any other significant changes in the organization that the Vendor anticipates.
- 2.9 Within the last five years, has the Vendor organization, an officer, or principal been involved in any business litigation or other legal proceedings relating to the Vendor (services to be provided)? If so, provide an explanation and indicate the current status or disposition.
- 2.10 In the last five years, has the Vendor had a contract terminated by a client for cause? If so, by whom and under what circumstances? Provide the name and telephone number of each client that has terminated the Vendor's services. Explain the circumstances for termination.
- 2.11 State whether the Vendor or an affiliate provides services that could be considered a conflict of interest.
- 2.12 Describe the typical client load for the Vendor. State how this would compare to the employees assigned to the account.
- 2.13 Please indicate whether the Vendor maintains insurance coverage for data breaches. If it does, indicate the general terms and amount of coverage provided. Detail the procedures the Vendor would take if a participant data breach occurred. What remedial action would the Vendor take to address a data breach?

### **3. Understanding of Engagement**

- 3.1 Fully describe how the Vendor intends to provide a 24x7 Security Operations Center and Managed Detection & Response services, as described in the Scope of Services section.
- 3.2 Please describe areas or processes not included in this RFP that your company may examine in order to provide more complete services.
- 3.3 Please provide a narrative that supports why your company that it is qualified to undertake the proposed engagement.

### **4. Vendor Personnel**

- 4.1 For each individual that you propose to assign to this engagement, please provide a narrative with the following information:
  - 4.1.1 Employee name and title.

- 4.1.2 Proposed position on this engagement (manager, supervisor, officer, etc.)
- 4.1.3 The month and year the employee began working for your organization.
- 4.1.4 Employee work history.
- 4.2 Vendor is required to provide all goods and perform all services requested by the RFP, and may not subcontract to provide such goods and services without the written consent of Ohio DC. For each of the Vendors' potential subcontractors, please provide a narrative with the following information:
  - 4.2.1 The proposed subcontractor's (organization) name and address.
  - 4.2.2 A brief description of the good or services the subcontractor might provide.
  - 4.2.3 A statement that Vendor acknowledges and agrees that it will remain liable for the provision of any Goods supplies by and/or Services performed by such subcontractor.
- 4.3 Please describe the organization's procedures in the event that a contact person assigned to this engagement leaves your organization during the term of the engagement.

## **5. References**

- 5.1 Please provide the names, addresses, and telephone numbers of five (5) current clients similar in size to Ohio DC.
- 5.2 Please provide the name and telephone number of a responsible official who may be contacted as a reference.
- 5.3 For each reference listed above, please provide a summary description of the goods and/or services provided by the Vendor to the reference that would be relevant to the goods and/or services to be provided in response to this RFP.

## **6. Cost**

- 6.1 The Vendor Cost Proposal must include total projected fees charged to Ohio DC, in each of the 5 years of the anticipated contract, based on the proposed projected service. The Cost Proposal should be detailed and complete in all respects and provide all the information Ohio DC would need to calculate fees to be paid to the Vendor based on the variables contained within the proposed fee structure. If Ohio DC decides to significantly change the level of service from those proposed, the Cost Proposal must provide a sufficient itemized breakdown so Ohio DC can determine the effect on the total proposed cost. Include in the Vendor Cost Proposal the type and amount of extraordinary one-time start-up costs the Vendor company will incur to commence with the project.

## **V. EVALUATION CRITERIA AND SELECTION PROCESS**

Any proposal that does not adhere to the RFP format as specified may be considered nonresponsive and not subject to further evaluation.

This section of the RFP briefly outlines the key criteria for the evaluating proposals and determining which Vendor is given further consideration. Other factors may be considered that are believed to be material for the final selection.

- (1) Quality of the Vendor's proposal as an indicator of its probability for success
- (2) Professional qualifications and experience of principal employees who will work on this project
- (3) Depth of knowledge, experience, and resources of the Vendor to provide the services
- (4) References
- (5) Cost

The evaluation and Vendor selection process will be based on best value. This procurement method will be used so as to result in the best buy for Ohio DC in terms of the functions to be performed.

The evaluation committee may request written clarifications of any offer received. However, Ohio DC in its sole discretion may refuse to accept in full or partially the response to a clarification request given by any offeror.

After evaluation of the proposals, Ohio DC may determine a list of up to three (3) finalists and may commence sequential negotiations on any aspects of the proposal Ohio DC deems appropriate, beginning with the highest-scoring finalist. If Ohio DC does not reach agreement with the highest-scoring finalist within seven (7) calendar days, or if in the opinion of Ohio DC negotiations with that finalist reach an impasse, Ohio DC may decide not to award the contract or may begin negotiations with the second-highest scoring finalist. Ohio DC may choose to continue such negotiations with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or Ohio DC decides not to award the contract pursuant to this RFP. After finalist scoring, additional due diligence of Vendor may be required prior to entering into a contract.

## **VI. GENERAL CONDITIONS**

Ohio DC has the discretion to select a Vendor and to reject responses that are not in the best interest of Ohio DC, or to rescind this RFP. Ohio DC may waive minor defects and/or request clarifications in the responses that do not materially deviate from the specifications or otherwise create an unfair competitive advantage. Any response, revision or amendment to a response received after the date and time specified or improperly marked or submitted may be disqualified.

Ohio DC will not be liable for any costs incurred by a Vendor in responding to this RFP, regardless of whether Ohio DC awards any contract(s) through this process, decides to cancel this RFP for any reason, or issues another RFP if it is deemed to be in the best interest of Ohio DC to do so.

Ohio DC reserves the right to negotiate all terms associated with this RFP, including price. It is entirely within the discretion of Ohio DC to permit negotiations. A Vendor must not submit a response assuming that there will be an opportunity to negotiate any aspect of the response. Ohio DC is free to limit the negotiations to particular aspects of any response.

The contract will be awarded to the Vendor that offers the best value, based on a combination of qualifications and price. The contract will not necessarily be awarded to the lowest price proposal.

This RFP is not an offer, but a request to receive a response. Ohio DC will consider a response as an offer to develop an agreement based on the contents of the response. Vendors agree that the contents of their responses are valid six months from the date of submission.

### **Amendments to RFP**

Ohio DC reserves the right to provide any additional information or responses to questions received prior to the deadline for submission of proposals. In the event it becomes necessary to amend any part of this RFP, Ohio DC will post copies of the amendment to [OhioDC.org](http://OhioDC.org).

### **Bid Requirements**

- Vendor acknowledges that Ohio DC is subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor should submit, along with its response to this RFP, a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Ohio Public Records Act is redacted, along with a reference to the statutory basis upon which Vendor is relying for the redaction. For example, the Ohio Public Records Act is ORC Section 149.43 and allows protection of trade secret information as set for in ORC 1333.61(D) or any federal statutes that might apply. If a request for records is made that includes information Vendor has submitted pursuant to this RFP, Ohio DC will provide the requestor with the redacted version of Vendor's response provided pursuant to this section. If the position taken by Vendor in its redactions hereunder results in Ohio DC suffering any damages, fees or other losses of any kind, Vendor shall indemnify Ohio DC for such losses. If no documents or materials are identified and marked by Vendor as confidential, Vendor will be deemed to have consented to the release of the document or material, and to have waived any cause of action against Ohio DC resulting from the release of the documents or materials.

- Failure to adequately furnish information specifically required in this RFP could result in disqualification of a proposal.
- Vendors must agree to honor the cost proposals for a period of six months from the date of submission.
- Ohio DC will notify all unsuccessful Vendors regarding the Board's selection of a Vendor.

This RFP and Vendor responses submitted in the selected proposal will become part of the resulting contract and binding through the contract term, except as amended by mutual agreement.

## VII. CONTRACT REQUIREMENTS

This section states the contract's minimum requirements to provide services described in this RFP.

### **Miscellaneous Provisions:**

A Vendor taking exception to any provision below may be rejected as non-responsive. The following provisions shall be included in the contract between the parties:

1. **TERM.** The contract shall be effective on the date signed by Ohio DC. It is expected that the contract shall have an initial term of three (3) years, with two additional one-year options for extension.
2. **PERSONNEL AND SUBCONTRACTORS.** The Vendor shall notify Ohio DC in writing of its intent to replace any key personnel whose responsibilities include significant work or services under the contract. Ohio DC reserves the right to reject any proposed personnel changes that Ohio DC, in its sole discretion, finds unsatisfactory. The Vendor may not subcontract the furnishing of any significant work or services under the contract without the express written approval of Ohio DC. Any sub-contracted entity will not be party to this contract or contract amendment and will maintain their relationship directly with the Vendor.
3. **CONTRACTOR/WORKER ACKNOWLEDGEMENT.** It is fully understood and agreed that Vendor is an independent contractor and neither Vendor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Ohio DC Board or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits. Unless Vendor 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"), Vendor shall have any individual performing services under this Agreement complete and submit to the Ohio DC Board the Independent Contractor/Worker Acknowledgement form found at:

<https://www.opers.org/forms-archive/PEDACKN.pdf>

Vendor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Vendor executes this Agreement shall serve as Vendor's certification that Vendor is a "business entity" as that term is defined in R.C. 145.037.

4. **CONFIDENTIALITY.** The Vendor shall not discuss or disclose any participant-related information or material obtained pursuant to its obligations under this Agreement without the prior written consent of Ohio DC. The Vendor shall take reasonable precautions to guard the confidentiality of Ohio DC records and information furnished by Ohio DC. The Vendor agrees that all confidential material received is proprietary to Ohio DC, and the Vendor shall not copy, duplicate, disclose or otherwise use any such material and/or information, except upon presentation of appropriate documentation as may be necessary to perform the Services contemplated by Ohio DC order(s) or upon presentation of appropriate documentation with the written consent of the Ohio DC or unless such information is otherwise in the public domain. The Vendor agrees that it will not use any information concerning individual Ohio DC participants, information collected under the contract or other Ohio DC data for any purpose other than to fulfill its duties under the Agreement. The Vendor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Vendor wherein Ohio DC's name is mentioned, or language used from which a connection with Ohio DC may be reasonably inferred, without the prior, written consent of Ohio DC.
5. **TERMINATION FOR BREACH, BANRUPTCY OR INSOLVENCY.** If, at any time during the existence of the contract, the Vendor fails to observe or perform any term, condition, stipulation, agreement, provision, or obligation of the Vendor hereunder, the Vendor shall be in default of the contract. Any failure by the Vendor in this respect may constitute an active breach of the contract.
6. **LIABILITY.** The Vendor agrees to hold harmless and indemnify the State of Ohio, the Board, Ohio DC, the participants, the Board members and its employees harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures 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. The Vendor shall bear all costs associated with defending Ohio DC and the State of Ohio against any claims described herein. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
7. **TERMINATION.** Ohio DC may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing sixty (60) days written notice to the Vendor. In the event that the Services **includes** divisible services, Ohio DC may, at any time prior to completion of the Services, by giving written notice to the Vendor, suspend or terminate any one or more such portions of the Services. The Vendor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under the contract, suspend or terminate all subcontracts relating to the suspended or terminated Services, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Ohio DC, furnish a report, as of the date the Vendor receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting there from, and any other matters Ohio DC requires. The Vendor shall be paid for Services rendered up to the date the Vendor received notice of suspension or termination, less any payments previously made, provided the Vendor has supported such payments with detailed factual data containing Services performed and hours worked. In the event of suspension or termination, any payments made by Ohio DC for which the Vendor has not rendered services shall be refunded. In the event the contract is terminated prior to completion of the Services, the Vendor shall deliver to Ohio DC all work products and documents which



have been prepared by the Vendor in the course of performing the Services. All such materials shall become, and remain the property of, Ohio DC, to be used in such manner and for such purpose as Ohio DC may choose. The Vendor agrees to waive any right to, and shall make no claim for, additional compensation against Ohio DC by reason of any suspension or termination.

8. **SUCCESSORS AND ASSIGNMENT.** Neither the contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Vendor, without the written consent of Ohio DC. Any assignment, pledge, sub-contract, or hypothecation of right or responsibility to any person, firm, or corporation shall be explained fully and detailed in the proposal.
9. **GOVERNING LAW.** The contract shall be governed by and be construed in accordance with the laws of the State of Ohio. Any provision of the contract arising hereunder is severable if that provision is in violation of the laws of the State of Ohio or the United States, or becomes inoperative due to changes in State or Federal law, or applicable State or Federal regulations. The Vendor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio. The Vendor must subscribe to the Ohio Ethics laws regarding business conducted with a State Board.
10. **NON-DISCRIMINATION CLAUSE.** The Vendor agrees that their employee(s), and subcontractor(s), and any person acting on behalf of Vendor or subcontractor(s), will 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 services under this contract. The Vendor further agrees that Vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services under this contract on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
11. **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** The contract may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to the contract hereto. A waiver by any party of any breach or default by the other party under the contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
12. **CONFLICTS OF INTEREST.** No personnel of the Vendor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the services shall prior to the completion of the services, 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 services. 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 Ohio DC in writing. Thereafter, he or she shall not participate in any action affecting the services, unless the Ohio DC 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.
13. **ETHICS COMPLIANCE.** The Vendor 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. Vendor

further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

14. **AUTHORIZATION, LICENSING, AND ACCREDITATION.** The Vendor shall be authorized to do business in the State of Ohio prior to the effective date of the contract. The Vendor shall comply with all applicable laws, including licensing requirements of the State and Federal government and with applicable accreditation and other standards of quality generally accepted in the field of the Vendor's activities. The Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current and in good standing. If at any time during the term of this contract, the Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, the Vendor will immediately notify the Ohio DC in writing and will immediately cease performance of the services.
15. **BOYCOTTING.** Pursuant to R.C. 9.76(B), the Vendor warrants that it 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 the contract.
16. **SECURITY.** The Vendor will adhere to best practices on cyber security and will maintain an updated Type 2 SOC 2 report (ISO 27001 may be substituted) and provide a current SOC 2/ISO 27001 to Ohio DC upon request. In addition, the Vendor will annually complete a Vendor Management Security Questionnaire, provide a copy of their information Security Policy, Incident Response Plan, and Privacy Policy upon request. The Vendor agrees to notify Ohio DC immediately upon determination of any breach. Any breach may be considered cause for immediate termination of the contract. The Vendor will cooperate with Ohio DC's insurance provider regarding an investigation of any breach of client data. A breach shall be defined as a confirmed compromise, intentional or otherwise, of a system or process within the authority or control of the Vendor that results in unauthorized acquisition, disclosure, loss, modification, or use of unencrypted Personal Data, or encrypted data where the encryption key has also been compromised. Personal Data is defined by applicable law but is generally any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person. The work shall be performed within the United States or otherwise only where the Vendor has received prior authorization from Ohio DC and is defined in the Scope of Work. No information or data provided by or belonging to Ohio DC shall be stored, accessed from, or transmitted to outside of the United States.
17. **INSURANCE.** Until all obligations under this Agreement are complete, and without limiting Vendor's indemnification obligations herein, Vendor 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. Vendor shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Section.
  - A. 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 Ohio DC. No representation is made by Ohio DC that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of the Vendor under this Agreement. The Vendor'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. 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 \$1,000,000.00 per accident for bodily injury or disease. If Vendor is a sole proprietor, partnership, or has no statutory requirement for workers' compensation, Vendor must provide a letter stating that it is exempt and agreeing to hold Ohio DC harmless from loss or liability for such.
  3. 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 Vendor in this Agreement and shall cover all applicable Vendor personnel or subcontractors who perform professional services related to this Agreement.
  4. Property insurance:
    - i. Tools and Equipment: Ohio DC shall not be liable for any loss, including theft or disappearance, of the Vendor's tools and equipment. Vendor 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 Ohio DC. Should the Vendor choose not to adequately insure its property, no coverage shall be afforded under any insurance or self-insurance maintained by Ohio DC.
  5. Cyber liability (first and third party) with limits not less than \$5,000,000 per claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.
- B. 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, Ohio DC, 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 Vendor 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 Vendor's insurance.
2. **PRIMARY COVERAGE.** For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Ohio DC, its officers, officials and employees shall be excess of the Vendor'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.** The Vendor shall provide Ohio DC 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 Ohio DC'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.** The Vendor hereby grants to Ohio DC a waiver of any right to subrogation which any insurer of the Vendor may acquire against Ohio DC by virtue of the payment of any loss under such insurance. The Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Ohio DC 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 Ohio DC. Ohio DC may require the Vendor 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 Ohio DC.
7. **CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work.

- iii. 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 Vendor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Services. The Discovery Period must be active during the Extended Reporting Period.
8. VERIFICATION OF COVERAGE. Vendor shall furnish Ohio DC 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 by Ohio DC before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Vendor’s obligation to provide them. Ohio DC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. SUBCONTRACTORS. Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that Ohio DC and the State of Ohio are additional insureds on insurance required from subcontractors.
10. SPECIAL RISKS OR CIRCUMSTANCES. Ohio DC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## VIII. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Please provide two electronic copies (including one (1) redacted copy for public records requests) by **12:00 PM Eastern Time on Wednesday, November 6, 2024** [RFP@OhioDC.org](mailto:RFP@OhioDC.org). **Late proposals will not be accepted.**
2. Ohio DC will host a Vendor Conference regarding any material included in this RFP for all interested Vendors. The Conference is optional and will be held virtually on **Wednesday, October 9, 2024 at 3:00 PM Eastern Time**. Please contact Jason Chang at [RFP@OhioDC.org](mailto:RFP@OhioDC.org) if a representative of your organization desires to attend.
3. Questions concerning this RFP must be submitted via email to [RFP@OhioDC.org](mailto:RFP@OhioDC.org). **The question-and-answer period will be from Friday, September 27 to Wednesday, October 9, 2024. Questions must be submitted no later than 12:00 PM Eastern Time on Wednesday, October 9, 2024.** Questions and answers will be discussed in the virtual conference referenced above and posted on <https://ohiodc.org/rfis%2C-rfps-and-employment> on **Friday, October 11, 2024**.

Ohio DC reserves the right to amend the calendar as needed.