

OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS

CONSUMER MULTI-MEDIA OUTREACH

RFP Identifier: Consumer Multi-Media Outreach

Sealed Proposals must be received by:

**Ohio Attorney General's Office
Consumer Protection Section
ConsumerRFP@OhioAttorneyGeneral.gov**

On or before:

January 5, 2015 at 5:00 Eastern Standard Time (EST)

***** December 18, 2014- PLEASE NOTE
AMENDMENTS LISTED AT THE END OF
THIS DOCUMENT *****

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SECTION 1.0 RFP OVERVIEW

1.1 Purpose

This Request for Proposals (“RFP”) is issued by the Ohio Attorney General’s Office (“AGO”) to engage a consultant to measurably increase Ohioans’ awareness of consumer protection services provided by the AGO, increase consumer contact with the AGO on these issues, and thereby increase the number of people benefitting from consumer protection services. The AGO anticipates the awareness campaign will be conducted through a multi-media campaign to targeted audiences in various parts of Ohio, if not statewide.

1.2 Mission of the Ohio Attorney General’s Office

The mission of the AGO is to protect Ohio families and represent all state agencies, boards, commissions, and institutions. This very important work is accomplished through numerous programs and services that provide justice, root out public wrongdoing, and uphold the law. The AGO protects consumers through: (1) targeted education programs and publications to alert consumers to questionable schemes and to prevent fraud and other scams, including identity theft, that take advantage of consumers; (2) enforcing the Ohio Consumer Sales Practice Act and other statutes that prohibit unfair and deceptive practices including false advertising, shoddy workmanship, failure to perform services or deliver goods; (3) working with local law enforcement to protect citizens who are the victims of criminal fraud; (4) participating in national investigations of businesses involved in consumer fraud and other wrongful activity. Substance of work is driven by consumer complaints and proactive monitoring of state and national trends in consumer protection.

1.3 Timetable

RFP Release	December 1, 2014
Inquiry Period	December 15, 2014
Deadline to Submit Proposals	January 5, 2015 at 5:00 EST
Proposal Review	January 19, 2015
Applicant Presentations, if any	[To be determined if necessary]
Contract Award	March 16, 2015
Contract Period	Until June 30, 2015 renewable at the AGO’s discretion for up to one year (through June 30, 2016)

The AGO may, at any time and in its sole discretion, adjust the dates listed above. The AGO shall incorporate any schedule changes or other amendments to this RFP according to the process identified in Section 2.3, Communications and Inquiries.

While the RFP dates are subject to change, respondents to this RFP (each, an “Applicant”) must be prepared to meet them as they currently stand. **Any failure to meet a deadline or the assertion of any objection to the dates for performance may result in the AGO, in its sole discretion, refusing to consider the Applicant’s response to this RFP (each, a “Proposal”).**

The AGO may, at any time and in its sole discretion, request additional information to assist in the review process, rescind or reissue the RFP requiring new proposals from interested parties, or reject all Proposals if it determines that it is in the AGO’s best interests to do so.

SECTION 2.0 SUBMISSIONS AND INQUIRIES

Proposals are sought from organizations with an interest and expertise in mounting all-inclusive multi-media campaigns that involve a substantial information technology aspect. In particular, the AGO seeks organizations with extensive knowledge of and experience with developing and promoting various types of media, including, but not limited to, well-designed websites, social media, mobile applications, television, and radio.

To be considered, Applicants must respond to this RFP and clearly demonstrate how they meet the requirements stated herein. Applicants must meet the minimum qualifications, as outlined in Section 2.1 below.

Organizations holding a current State Term Schedule (STS) are encouraged to respond and to include with their Proposal a copy of their current STS.

Ohio-based organizations are encouraged to respond.

2.1 Minimum Qualifications

Certain minimum qualifications have been established for all vendors. To be considered, vendors must meet the following qualifications:

- The vendor must have provided multi-media consultation services for at least five (5) years in various media markets.
- The vendor must have completed at least one (1) large regional multi-media campaign within the state of Ohio within the past three (3) years.
- The vendor must have successfully completed at least one (1) large regional market analysis within the past three (3) years.

2.2 **Proposal Submission**

All Proposals must be sent in PDF format via electronic mail to: ConsumerRFP@OhioAttorneyGeneral.gov and must be received no later than 5:00 EST on January 5, 2015. Any Proposals received in hard copy or by facsimile may be rejected as nonresponsive. **Proposals received after 5:00 EST on January 5, 2015 will not be considered for review.** Late Proposals will remain unopened and will not be returned. Incomplete Proposals will not be accepted or considered and will not be returned. The AGO will reject late responses regardless of the cause for the delay.

An individual who is authorized to bind the Applicant to the provisions of the Proposal must sign the Proposal prior to submission. Proposals must address all requirements of this RFP.

It is essential that Applicants carefully review all elements in their Proposals. Once submitted, Proposals cannot be altered, except as allowed by this RFP. The AGO may also reject any Proposal that it believes is not in its interest to accept and may decide not to do business with any Applicant. Moreover, the AGO may decide to cancel this RFP for any reason, or issue another RFP, if it is in its best interests to do so.

The AGO shall not be liable for any costs incurred by an Applicant in responding to this RFP, including any expenses associated with a presentation at the AGO's offices in Columbus, Ohio, regardless of whether the AGO awards any contract through this process, decides to cancel this RFP for any reason, or issues another RFP, if it determines that it is in its best interests to do so.

The AGO is not responsible for the accuracy of any information that was gathered through a source different from the inquiry process described in the RFP.

The AGO prohibits multiple Proposals from a single Applicant. Only the first Proposal submitted by an Applicant will be eligible for consideration.

Misleading, inaccurate or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process.

2.3 **Communication and Inquiries**

From the date of release of this RFP until an Applicant is selected and a contract executed, Applicants shall not communicate with any AGO staff and/or reviewer concerning this RFP, except by the methods described herein. The AGO may, in its sole discretion, reject the Proposal of an Applicant who attempts unauthorized communications with any member of the AGO staff.

Upon release of this RFP, Applicants may submit questions regarding the RFP in writing and via email to ConsumerRFP@OhioAttorneyGeneral.gov with the subject line: "Consumer Multi-Media Outreach." Questions will be accepted until December 15, 2014

at 5:00 EST. The questions and answers will be promptly posted to the AGO's website at <http://www.ohioattorneygeneral.gov/Business/Services-for-Business/RFQ>. After December 15, 2014, applicants may not communicate any further questions regarding the RFP to the AGO.

The AGO reserves the right to clarify or modify the RFP through the issuance of written amendments. Such amendments may set forth changes including, but not limited to, modifications of, additions to, or deletions of, any of the requirements and specifications set forth in the RFP. Copies of such amendments shall be posted to the AGO's web site and provided to all parties who have submitted an intent to submit a proposal via email notification to ConsumerMultiMediaOutreach@OhioAttorneyGeneral.gov not later than December 19, 2014 at 5:00 EST.

Nothing in this RFP or any communication between the AGO and any Applicant shall be deemed to grant any Applicant an awarded contract. Appointment as a consultant shall only become effective upon execution of a written contract and fulfillment of the established procedures of the AGO.

2.4 Public Records Information

The AGO is subject to the requirements of the Ohio Public Records Law, O.R.C. Section 149.43. Accordingly, Applicants are advised that information and other materials submitted in response to this RFP or in connection with any contract resulting from this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

By submitting a Proposal, the Applicant agrees that if, after a request for disclosure is made, litigation is brought attempting to compel production of the material or to protect the materials from production, the Applicant shall be solely responsible, at its cost, for establishing the basis for non-disclosure of the information. Further, if an appropriate tribunal determines that the information must be disclosed or fails to protect the information from disclosure, the AGO will release the material and the Applicant shall indemnify and hold the AGO harmless and immune from any and all claims for injury or damages arising out of the litigation including, but not limited to, attorneys' fees.

2.5 Trade Secret Information

All Applicants are strongly discouraged from including in a response any information that the vendor considers to be a trade secret, as that term is defined in Section 1333.61(D) of the Ohio Revised Code. All information submitted in response to this RFP is public information unless a statutory exception exists that exempts it from public release. If any information in the response is to be treated as a trade secret, the Applicant must:

- Identify each and every occurrence of the information within the response with an asterisk before and after each line containing trade secret information and underline the trade secret information itself.
- Include a page that lists each page in the response that includes trade secret information and the number of occurrences of trade secret information on that page.

To determine what qualifies as trade secret information, refer to the definition of “trade secret” in the Ohio Revised Code at 1333.61(D), which is reproduced here for reference:

(D) “Trade Secret” means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

- (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

SECTION 3.0 FORMAT AND REQUIREMENTS

3.1 Proposal Format

Proposals must be double-spaced on 8½-inch by 11-inch paper with one-inch margins, and must include the RFP identifier on each page of the Proposal. Proposals are to be converted to PDF format and submitted via email to the address listed in Section 2.2.

3.2 Cover Letter

A cover letter is required with every Proposal submission. The letter shall be in the form of a standard business letter, on company letterhead, and shall be signed by an individual authorized to legally bind the Applicant. It must contain:

- The name, title, telephone number, mailing address and email address of a contact person with authority to answer questions regarding the Proposal and an individual to be notified regarding contractual issues.
- A summary of the Applicant’s knowledge, experience and ability to perform the work requested in the RFP.
- The total cost of the proposed work, the proposed number of hours needed to complete the work and a proposed engagement start and end date.
- An affirmation that the Applicant will undertake the project stated in the Proposal.
- An affirmation that all statements made in the cover letter and Proposal are true and accurate.

3.3 Proposal Content

Proposals are to be prepared in such a way as to provide a straightforward, concise description of Applicant's capabilities to satisfy the requirements described in Section 4.0 of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. Costs for developing Proposals are entirely the responsibility of the Applicant and shall not be chargeable to the AGO and/or the State of Ohio. Errors or omissions may cause rejection of the Proposal. Applicants must agree to all conditions contained in this RFP and Proposals must provide sufficient information to fully establish the Applicant's ability to satisfy all requirements and perform all of the actions, activities and functions described in this RFP.

The Proposal shall contain at least the following information:

- A table of contents.
- A cover letter as described in Section 3.2.
- A detailed description and plan as to how the Applicant intends to perform the Scope of Work as described in Section 4.0, specifically the Project Specifics in Section 4.2.
- The Applicant's proposed approach/methodology for conducting a market analysis and making recommendations, including how to best market toward various demographics throughout the state.
- A summary of how the Applicant will report project status.
- At least three, but no more than five, references for which the Applicant successfully completed projects of similar size and scope within the prior five years. Each reference must include at least the following:
 - a. Organization name
 - b. Organization contact person's email address and telephone number
 - c. Brief project description, including date of project.
- A proposed personnel list, to include titles, roles and responsibilities, and certifications and hourly rates.
- The name, title and contact information for the individual who will be designated as the "Project Manager."
- A resume for each individual on the proposed personnel list.
- A cost proposal summary for each phase of the project.
- State whether Applicant qualifies as a minority-owned enterprise. If so, clarify whether Applicant is certified by the Ohio Department of Administrative Services as a Minority Business Enterprise, an Encouraging Diversity, Growth and Equity vendor, both, or neither.
- If applicable, a list of all proposed subcontractors, and a description of the proposed work to be assigned to each subcontractor.
- If applicable, a certificate of insurance detailing present coverage and limits. Applicant shall be required, at its own cost, to procure and continue in force at all times that any contract resulting from this RFP is in effect, in its name. Any insurance policy required hereunder shall include an endorsement naming the

AGO and the State of Ohio as additional insureds.

The Proposal shall not contain any legal terms or conditions for any contract arising out of the RFP. Pursuant to Section 6.1, Applicant Warranties and Certifications, any contract arising out of the RFP shall be in a form provided by the AGO and the Applicant shall negotiate such contract in good faith.

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work

All work performed will be in compliance with AGO policies and procedures, and using industry standard best practices. The successful Applicant must demonstrate to the AGO's satisfaction that they can meet the objectives of this RFP at a reasonable cost.

The final scope of work may change at the time of selection, and any changes will be incorporated into the contract.

4.2 Project Specifics

Develop a multi-media campaign that will measurably increase citizen awareness of consumer protection services provided by the AGO, and increase the number of people who may contact the office and benefit from those services. Project development will include, at a minimum:

- Analyzing and understanding existing statewide awareness of AGO consumer protection services and challenges to that awareness;
- Analyzing the most effective media for targeting various demographics in various regions throughout the state and program development for each. Media may include television, radio, website, mobile applications, social media, etc. For example, to analyze the best type of media, applicants may use focus groups, message testing, opportunities for creative feedback, formal evaluations and opportunities for optimizing successful elements.
- Producing a large-scale multi-media outreach campaign, using various methods, including, but not limited to, enhanced websites, mobile applications, social media, television, or radio.
- Planning, designing, coordinating, negotiating, developing, fully implementing, and managing a statewide multi-media campaign.
- Analyzing and confirming that the multi-media efforts enacted are effectively reaching the target demographic(s) and that the efforts are increasing awareness of the AGO's consumer protection services offered by the AGO.
- A detailed long-term plan for post-production, including, but not limited to, how post-production will occur, all resources that will be made available to the AGO for its own post-production maintenance and management of any and all media created.

4.3 Confidential Personal Information

Upon award of a contract, the AGO may disclose to the awardee written material or oral or other information that the AGO treats as confidential, including Confidential Personal Information (“Confidential Information”). By submitting a Proposal, Applicant agrees to be bound to the following contractual terms and conditions in regards to the Confidential Information:

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

B. Consultant acknowledges that the Confidential Information as defined herein includes proprietary information, trade secret information and “Personal information” as described in R.C. 1347.01(E). R. C. 1347.01(E) provides: “Personal Information means 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.”

C. Consultant may not disclose any Confidential Information to third parties and must use Confidential Information solely to perform the work. Consultant must restrict circulation of Confidential Information within its organization and then only to people in Consultant’s organization that have a need to know the Confidential Information to perform the work. Consultant shall be solely liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below. Without limiting the generality of the foregoing, if Consultant experiences any breach of data security that exposes the Confidential Information to disclosure or unauthorized use, Consultant agrees to bear all costs to notify every individual whose Confidential Information may have been compromised and in cases where Consultant experiences that breach of data, Consultant agrees that it shall also hold AGO harmless from any claim arising from or related to such breach, subject to the limits of liability set forth in this Agreement.

D. Consultant may be liable for any unintentional disclosure of Confidential Information that results despite Consultant's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when Consultant's procedures are not reasonable given the nature of the Confidential Information.

E. Consultant will not incorporate any portion of any Confidential Information into any work or product, and will have no proprietary interest in any of the Confidential Information. Furthermore, Consultant must cause all of its personnel who have access to any Confidential Information to execute an agreement including containing terms substantially similar to those in the "User Agreement" in the attached RFP Template Contract.

F. Consultant's obligation to maintain the confidentiality of the Confidential Information will not apply where the information: (1) was already in Consultant's possession before disclosure by the AGO, and the information was received by Consultant without obligation of confidence; (2) is independently developed by Consultant; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Consultant from a third party without an obligation of confidence; (5) is disclosed by Consultant with the written consent of the AGO; (6) is released in accordance with a valid order of a court or governmental agency, provided that Consultant (a) notifies the AGO of such order promptly, but in no event more than two (2) business days following receipt of the order and (b) allows the AGO to make an effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production; or (7) is limited to Residual Information. "Residual Information" means ideas, concepts, and know-how retained in the unaided memories of employees. Consultant must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

G. Consultant may disclose Confidential Information to its subcontractors on a need-to-know basis, but Consultant first must obligate the subcontractors to the requirements of this section (as included in the final contract) and in accordance with R.C. 1345.05(A)(7).

H. Consultant must notify the AGO in writing as soon as Consultant learns that Consultant or its subcontractors or agents have disclosed any of the AGO's Confidential Information in a manner that is inconsistent with the requirements of this section.

I. Consultant may use Confidential Information only as necessary for Consultant's performance under or pursuant to rights granted in the contract and for no other purpose. Consultant's limited right to use Confidential Information expires upon expiration or termination of this contract for any reason. Consultant's obligations of confidentiality and non-disclosure survive termination for any reason or expiration of this contract.

SECTION 5.0 EVALUATION

5.1 Evaluation Process

A selection committee comprised of members of the AGO will evaluate the Proposals. The selection committee reserves the right to reject in whole or in part, at any time during the process, any or all Proposals. Proposals that fail to meet the Minimum Qualifications set forth in Section 2.1 will not be considered. The AGO may also elect to contact references and/or conduct interviews at its discretion.

The award of a contract hereunder, if any, will be with one or more Applicants whose Proposal response best meets the AGO's interests and needs based upon the evaluation criteria set forth below.

Each Proposal will be evaluated on the ability of the Applicant to deliver the services described in this RFP in a manner the AGO deems sufficient to increase Ohioans' awareness of consumer protection services provided by the AGO. The Applicant will be evaluated on at least the following:

- Knowledge and previous experience in mounting successful multi-media campaigns, including, but not limited to, identifying the correct media to utilize in each market based upon market research.
- A demonstrated understanding of the AGO and its consumer protection section, including its goals, abilities, limitations, and overall mission.
- Completeness of the Proposal and how well it addresses the Proposal Content and Project Specifics set forth in the RFP, including a demonstrated understanding of the importance and desired impact of the project.
- Proposed methodology for the development and implementation of the multi-media campaign, from the beginning market research phase to the end post-production phase.
- Originality, creativity, and ingenuity with respect to the development and promotion of the multi-media campaign
- A detailed plan on how to measure the success of the multi-media campaign.
- Credentials of proposed personnel, including applicable experience in establishing and implementing large-scale multi-media campaigns.
- Reasonableness of proposed work plan, including analysis and recommendations on the best and most economically feasible plan for implementing the multi-media campaign.
- Identification of a project manager with the knowledge and appropriate expertise related to the project goals, as demonstrated by previous personal experience and personal achievement of the Minimum Qualifications set forth in Section 2.1.

During the Proposal review process, the selection committee may, in its sole discretion, require some Applicants to make a presentation about their Proposal to certain AGO staff and members of the selection committee. The presentations and demonstrations, if any, will be scheduled prior to the award of a contract and at the convenience and discretion of the selection committee.

The AGO reserves the right to conduct negotiations with one or more Applicants during the Proposal review process. Applicants may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AGO's sole discretion, compensation, though compensation will not be the sole factor in determining an award. The AGO may determine during negotiations that it is no longer reasonably likely for an Applicant to be awarded a Contract under this RFP. If the AGO makes this determination, the AGO will notify the Applicant in writing of its determination to terminate negotiations. The AGO may re-evaluate which of the remaining Applicants are reasonably likely to be awarded a Contract under this RFP and begin negotiations with a new Applicant and/or continue negotiations with other Applicants. Applicants shall not submit a Proposal assuming that there will be an opportunity to negotiate.

5.2 Method of Award

The AGO may award and sign a contract with one or more Applicant(s) (each, upon full execution of the contract, a "Consultant") for an initial term beginning no earlier than March 1, 2015 and expiring no later than June 30, 2015. Each contract shall also include an optional renewal term that shall expire no later than June 30, 2016. Each contract's beginning and expiration dates and the option to renew shall be in the AGO's sole discretion. No contract award is effective until approved and fully executed by the AGO.

Any contract awarded pursuant to this RFP shall be subject to O.R.C. Section 126.07. Accordingly, no rights, duties, or obligations under a contract shall be binding on the AGO 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.

Any Applicant that is awarded a contract under this RFP must sign and return a contract within ten days after receipt of the contract for the Applicant's signature. If the contract is not returned as stated, it will be just cause for annulment of the award.

The relationship between any Consultant and the AGO will be defined by the contract, and neither the Consultant nor the Consultant's staff will be considered to be employees of the AGO or any State client. Any Consultant will be considered to be an independent contractor subject to the rules, regulations and laws of the State of Ohio. The AGO reserves the right to reject any subcontractor proposed by Applicant that does not meet the criteria of the RFP. If the AGO rejects a subcontractor for failure to meet the RFP criteria, the Applicant shall replace the proposed subcontractor at no additional cost to the AGO.

The template found at Appendix A will form the basis for any contract awarded under this RFP. Applicants should not assume that any provisions included in the attached contract template will be subject to negotiation.

SECTION 6.0 WARRANTIES AND CERTIFICATIONS

6.1 Applicant Warranties and Certifications

By submitting a Proposal, the Applicant warrants and certifies that:

- It is eligible for award of a contract by the AGO, pursuant to O.R.C. Sections 9.24, 125.11, 125.25, and 3517.13.
- It has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts and lobbying.
- Applicant, any subcontractor, and any person acting on behalf of Applicant or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, genetic information, 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 under any contract resulting from this RFP.
- It has read the RFP, understands it, and agrees to be bound by its requirements.
- If awarded a contract arising out of this RFP, it shall negotiate such contract in good faith, which contract shall be in a form provided by the AGO.
- It has not included any legal terms or conditions for the contract in its Proposal.

6.2 Governing Law

This RFP and any agreements resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.

APPENDIX A TEMPLATE CONTRACT FORM

**AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
NAME OF CONSULTANT**

THIS AGREEMENT is between the Ohio Attorney General (hereinafter the “Attorney General”), 30 East Broad Street, 17th Floor, Columbus, Ohio 43215-3400, and **Name of Consultant** (hereinafter “Consultant”), **Street Address, City, State, Zip**.

The parties agree as follows:

II. 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 Attorney General. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Attorney General is the sole judge of the adequacy of such services.

B. The Attorney General 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 Attorney General shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The Attorney General shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

III. 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.

IV. 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 June 30, 2015, 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 Attorney General 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, 2015. The Attorney General may renew this Agreement once on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2015 and shall terminate June 30, 2017, 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.

V. COMPENSATION

A. The Attorney General shall pay Consultant no more than \$ _____ for the Work.

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

1. Cost Schedule

C. Consultant shall be reimbursed for the Consultant’s reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work to the extent that such reimbursement is in the best interest of the state.

1. Only travel expenses which are pre-approved by the Attorney General will be reimbursed.

2. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm.Code 126-1-02, pursuant to the Ohio Office of Budget and Management (OBM) Travel Policy, attached as Exhibit 2.

3. If it is not possible to follow the OBM Travel Policy, with prior approval of the Attorney General, Consultant shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United State (CONUS).

4. Meals shall not be reimbursed unless overnight travel is both critical and essential.

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

E. After Consultant receives a purchase order, Consultant shall submit an [INVOICE FREQUENCY] 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, if required by Paragraph B.1., above, 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 the Ohio Attorney General's Office and list the billing address as 30 E. Broad St., 15th Floor, Attn: Finance, Columbus, Ohio, 43215. After receipt and approval by the Attorney General 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 Attorney General, invoices should be directed via email to: invoices@ohioattorneygeneral.gov.

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 Attorney General and shall extend the lower negotiated rate to the Attorney General retroactively to the first date the lower rate was offered to another customer.

VI. 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 Attorney General gives Consultant written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

VII. TERMINATION OF CONSULTANT'S SERVICES

A. The Attorney General 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 Attorney General 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 Attorney General, 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 Attorney General 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 Attorney General 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 Attorney General 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 Attorney General, to be used in such manner and for such purpose as the Attorney General may choose.

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

G. Consultant may terminate this Agreement upon sixty (60) days' prior written notice to the Attorney General.

VIII. 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 Attorney General 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 Attorney General 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 Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.
- E. For any employees or subcontractors working onsite at any Attorney General location, Consultant understands that these employees or subcontractors are subject to a background check conducted by the Attorney General. Such a background check may include criminal records, tax records, driving records, verification of academic credentials or degrees. The Attorney General may also conduct drug testing, field investigation, and polygraph examinations of certain employees of the Consultant or its subcontractors, if the Attorney General believes such action is necessary. The Attorney General reserves the right to refuse access to the job site at any time if the Attorney General determines in its discretion that Consultant's employee or subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the Work.

IX. 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 Attorney General as the Attorney General may reasonably require.

X. RELATED AGREEMENTS

- A. All Work is to be performed by Consultant, who may subcontract without the Attorney General'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 Attorney General. All work subcontracted shall be at Consultant's expense.
 2. Consultant shall furnish to the Attorney General 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 Attorney General 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 Attorney General, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

XI. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The Attorney General 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 Attorney General 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 Attorney General. Any requests for distribution received by Consultant shall be promptly referred to the Attorney General.

XII. 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 Attorney General.

B. Consultant shall require all employees, independent contractors and/or any other consultant performing work for Consultant under this Agreement to complete and submit to the Attorney General the Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy Contractor Employee Acknowledgement set forth in Exhibit 3 attached hereto.

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

D. Consultant acknowledges that the Confidential Information as defined herein includes proprietary information, trade secret information and "Personal information" as described in R.C. 1347.01(E). R. C. 1347.01(E) provides: "Personal Information means 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.”

E. Consultant may not disclose any Confidential Information to third parties and must use Confidential Information solely to perform the work. Consultant must restrict circulation of Confidential Information within its organization and then only to people in Consultant’s organization that have a need to know the Confidential Information to perform the work. Consultant shall be solely liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below. Without limiting the generality of the foregoing, if Consultant experiences any breach of data security that exposes the Confidential Information to disclosure or unauthorized use, Consultant agrees to bear all costs to notify every individual whose Confidential Information may have been compromised and in cases where Consultant experiences that breach of data, Consultant agrees that it shall also hold AGO harmless from any claim arising from or related to such breach, subject to the limits of liability set forth in this Agreement.

F. Consultant may be liable for any unintentional disclosure of Confidential Information that results despite Consultant’s exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when Consultant’s procedures are not reasonable given the nature of the Confidential Information.

G. Consultant will not incorporate any portion of any Confidential Information into any work or product, and will have no proprietary interest in any of the Confidential Information. Furthermore, Consultant must cause all of its personnel who have access to any Confidential Information to execute an agreement including containing terms substantially similar to those attached hereto as Exhibit 4.

H. Consultant’s obligation to maintain the confidentiality of the Confidential Information will not apply where the information: (1) was already in Consultant’s possession before disclosure by the AGO, and the information was received by Consultant without obligation of confidence; (2) is independently developed by Consultant; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Consultant from a third party without an obligation of confidence; (5) is disclosed by Consultant with the written consent of the AGO; (6) is released in accordance with a valid order of a court or governmental agency, provided that Consultant (a) notifies the AGO of such order promptly, but in no event more than two (2) business days following receipt of the order and (b) allows the AGO to make an effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production; or (7) is limited to Residual Information. “Residual Information” means ideas, concepts, and know-how retained in the unaided memories of employees. Consultant must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

I. Consultant may disclose Confidential Information to its subcontractors on a need-to-know basis, but Consultant first must obligate the subcontractors to the requirements of this section and as included in the final contract.

J. Consultant must notify the AGO in writing as soon as Consultant learns that Consultant or its subcontractors or agents have disclosed any of the AGO’s Confidential Information in a manner that is inconsistent with the requirements of this section.

K. Consultant may use Confidential Information only as necessary for Consultant’s performance under or pursuant to rights granted in the contract and for no other purpose. Consultant’s limited

right to use Confidential Information expires upon expiration or termination of this contract for any reason. Consultant's obligations of confidentiality and non-disclosure survive termination for any reason or expiration of this contract

XIII. LIABILITY

A. Consultant agrees to indemnify and to hold the Attorney General 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 Attorney General and the State of Ohio against any 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.

XIV. ANTITRUST ASSIGNMENT

A. Consultant assigns to the Attorney General 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 Attorney General'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. 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 Attorney General in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the Attorney General 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.

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 Attorney General 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 to the Attorney General 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. OHIO RETIREMENT SYSTEM RETIRANT. If Consultant is a PERS retirant, as such term is defined by R.C. 145.38, Consultant shall notify the Attorney General of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph L shall be sent to the Attorney General's Director of Human Resources by mail at 30 E. Broad Street, 16th Floor, Columbus, Ohio 43215, by fax at (614) 728-7582, or by email at HR@OhioAttorneyGeneral.gov. The Attorney General shall not be responsible for any changes to Consultant's retirement benefits that may result from entering into this Agreement.

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

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. 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.

G. 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.

H. 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.

I. 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.

J. EXECUTION. This Agreement is not binding upon the Attorney General unless executed in full, and is effective as of the latest date of signature by the Attorney General below.

K. 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.

L. 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.

(remainder of page intentionally left blank)

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

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

OHIO ATTORNEY GENERAL

By: _____

Name: _____

Title: _____

Date: _____

Approval as to form:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Scope of Work

[Insert final Scope of Work here]

All work performed will be in compliance with the Attorney General's policies and procedures, and using industry standard best practices.

EXHIBIT 2
Ohio Office of Budget and Management Travel Policy

126-1-02 Rates and requirements for reimbursement of travel expenses of state agents.

(A) Definitions

- (1) "Compensation" means payment for services rendered, whether made on an hourly, per diem, salaried, or fee basis but does not include reimbursement of travel expenses.
- (2) "Headquarters" means the office address at which a state agent has his/her primary work assignment.
- (3) "Continental U.S. travel" means travel within the Continental United States, including the lower forty-eight states, excluding Hawaii and Alaska.
- (4) "International travel" means travel outside of the Continental United States, including Hawaii and Alaska.
- (5) "Reimbursable travel expenses" means the following expenses, in addition to lodging, meals, per diem, and mileage, which are actually incurred as a necessary part of approved travel:
 - (a) Miscellaneous transportation expenses including parking charges, road tolls, and other reasonably incurred transportation expenses directly related to authorized travel, provided such expenses are listed separately on a state agent's travel expense reimbursement request;
 - (b) Commercial transportation expenses paid by the state agent including taxi cabs, rental cars, airfare, ferries, subways, bus, trains, and other commercial transportation providers;
 - (c) Registration fees paid by the state agent, which include conferences, seminars, meetings, and other professional events;
 - (d) Miscellaneous business expenses including telephone, facsimile, internet, and other similar charges paid by the state agent for official state business;
 - (e) Miscellaneous living expenses including laundry, dry cleaning, personal telephone calls, postage, and other living expenses.
- (6) "Non-reimbursable travel expenses" include, but are not limited to, the following:
 - (a) Alcoholic beverages purchased by the state agent;
 - (b) Entertainment expenses paid by the state agent;
 - (c) Incidental expenses, which include personal expenses incurred during travel that are primarily for the benefit of the state agent and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines or books, movie rentals, tips or gratuities, and other miscellaneous items;
 - (d) Political expenses paid by the state agent;

(e) Travel insurance expenses paid by the state agent;

(f) The cost of traffic fines and parking tickets.

(7) "State agency" means every organized body, office, or agency established by the laws of the state for the exercise of any function of state government which uses money that has been appropriated to it directly and whose officers, members, or employees are not excluded under paragraph (A)(8) of this rule.

(8) "State agent" means any officer, member, or employee of a state agency whose compensation is paid, in whole or in part, from state funds but shall not include:

(a) Any officer, member, employee of, or consultant to the general assembly, supreme court, court of appeals, court of claims, any agency of these, or any state university or college as defined in division (A)(1) of section 3345.12 of the Revised Code; and

(b) Any volunteer serving without compensation.

(9) "Travel at state expense" means travel expenses which are paid from moneys appropriated directly to a state agency by the general assembly.

(10) "Receipt" means the original document provided by a service provider or merchant that indicates the merchant's name, date of purchase, transaction amount, and line item detail identifying the service or goods provided.

(11) "Conference" means a prearranged gathering with a formal agenda, for consultation or exchange of information or discussion that benefits the state, including seminars, meetings, and other professional events.

(12) "Paid travel status" means a state agent who is traveling on behalf of the state and is in an active pay status.

(B) Authority for travel and reimbursement

(1) Authority for travel

All travel by state agents at state expense or on paid travel status must be authorized prior to travel by the head of a state agency or his/her designee. Travel may be authorized only for official state business and only if the state agency has the financial resources to reimburse the state agent for travel expenses. State agents who are traveling or who are on paid travel status must, at all times, use prudent judgment in the use of state resources, incurring only those expenses necessary to carry out the official business of the state.

(2) Reporting requirements

(a) A state agent who has traveled at state expense and is requesting reimbursement of his/her travel expenses by a state agency shall report his/her travel expenses as prescribed by the office of budget and management. A state agent shall submit the travel expense reimbursement request within sixty days of the last date of travel. This time frame may be extended by the head of the state agency or his/her designee if mitigating circumstances exist, but in no case may this time frame exceed ninety days. A completed request for travel expense reimbursement may be denied by the office of budget and management for reasons including, but not limited to, a state agent's failure to submit the request in a timely, accurate, or truthful manner.

(b) A state agent shall obtain and provide all receipts required by this rule.

(c) At no time shall a state agent claim or be reimbursed more than is allowable under this rule.

(3) Approval of travel

When the head of a state agency or his/her designee approves of a state agent's travel, such action constitutes certification of the propriety of the reimbursement of such state agent's travel expenses. The head of a state agency or his/her designee may require any reasonable form of verification of an expense if he/she determines that additional verification is necessary to his/her certification of the propriety of the reimbursement or if required receipts are not available.

(4) Reimbursement of expenses

A state agent shall be reimbursed for his/her travel expenses as authorized by this rule upon approval by the head of a state agency or his/her designee. Reimbursement for travel expenses shall be via electronic funds transfer (EFT) and to the same bank account that a state agent has established for receipt of his/her compensation in accordance with section 124.151 of the Revised Code.

(5) Submission of original receipts

As specified by the office of budget and management, original receipts shall be submitted to the office of budget and management.

(6) Direct payment to vendor

Instead of reimbursing a state agent for his/her travel expenses, a state agency may make direct payment to a vendor who provides travel services for the state agent. A direct payment shall comply with the applicable rates and requirements specified in this rule.

(C) Transportation expenses

The head of a state agency or his/her designee shall, subject to the discretion of the office of budget and management, determine the appropriate mode or modes of transportation to be utilized by a state agent.

(1) Travel by state-owned automobile

Travel by state-owned automobile is authorized only for state agents and for other parties who are properly designated by a state agency and endorsed onto insurance coverage through the department of administrative services. Reimbursement is authorized for incurred service expenses necessary to the efficient and safe operation of a state-owned automobile. The names of all persons traveling in the same state-owned automobile and names of their respective state agencies shall be listed on any travel expense reimbursement request.

(2) Travel by privately owned automobile

Travel by privately owned automobile is authorized only if the owner thereof is insured under a policy of liability insurance complying with the requirements of section 4509.51 of the Revised Code. Reimbursement of mileage expenses incurred on state business is authorized at a rate up to the internal revenue service's business standard mileage rate, within the discretion of the director of the office of budget and management.

The reimbursement rate for mileage expenses incurred on state business may not fall below forty-five cents per mile, unless the internal revenue service's business standard mileage rate falls below forty-five cents per mile, in which case the director may lower the reimbursement rate below forty-five cents per mile. The director of the office of budget and management will review the appropriate reimbursement rate on a quarterly basis.

A state agent shall not be reimbursed for mileage commuting from his/her residence to his/her headquarters nor from his/her headquarters to his/her residence.

Travel expense reports shall indicate all intermediate destinations (i.e., specify intermediate towns and cities but not stops within a town or city) between the commencement and termination of travel as well as all vicinity mileage after arrival at destination. Reimbursement shall be made to only one of two or more state agents traveling in the same privately owned automobile, and the names of their respective state agencies shall be listed on the travel expense reimbursement request.

(3) Travel by commercial transportation

(a) Travel by commercial transportation is authorized at the lowest available rate. When any segment of travel by commercial transportation exceeds eight hours, the head of the state agency may authorize business class travel for the state agent.

(b) State funds shall not be expended to pay for unused reservations with commercial transportation unless the state agency is satisfied that failure to cancel or use the reservation was unavoidable.

(c) Travel within the state of Ohio by common air carrier at the lowest available rate is authorized for elected officials, directors, assistant directors, deputy directors, board and commission members, and heads of state agencies. State employees not listed above are authorized to travel within the state of Ohio by common air carrier at the lowest available rate only if flying is more economical than other modes of travel.

(d) Reimbursement is authorized for car rental if car rental is more economical than any other mode of transportation or if the state agent's destination is not easily accessible by any other mode of transportation.

(4) Required receipts for transportation expenses

Except as otherwise provided, receipts are required for all service expenses incurred in connection with the operation of state-owned automobiles, all commercial transportation expenses, and all miscellaneous transportation expenses exceeding ten dollars.

(D) Meal, incidental, and miscellaneous business expenses in the Continental U.S.

(1) Restrictions and reimbursement per diem

Meals and incidental per diem for state agents is authorized only when overnight lodging is required. State agents may receive per diem for meal and incidental expenses in accordance with the per diem rates established by the U.S. General Services Administration (www.gsa.gov), which is based on the lodging location. Per diem is designed to offset the additional cost of travel, not to entirely pay for the state agent's meal and incidental expenses. The amount of per diem shall be adjusted on departure and return days based upon the time of departure and return. The standard meal and incidental expenses allowance is based on a

full day of official travel (twenty-four hours) within the Continental U.S. Where overnight lodging is required and where a state agent is on travel status for less than a full day, the state agent must pro-rate the meal and incidental expenses rate for the departure and return days as follows:

- (a) Twenty-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for less than six hours;
- (b) Fifty per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for six hours but less than twelve hours;
- (c) Seventy-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for twelve hours but less than eighteen hours;
- (d) One hundred per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for eighteen hours but less than twenty-four hours.

(2) Incidental expenses included in the per diem allowance are listed below and are thus not separately reimbursable:

- (a) All gratuities given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, taxi drivers, and hotel servants in foreign countries;
- (b) Any transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site;
- (c) Mailing costs associated with filing travel reimbursement requests.

(3) A receipt shall be required for any single miscellaneous business expenses charge over ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses.

(E) International meal, incidental, and miscellaneous business expenses

(1) A state agent traveling outside the Continental U.S., assigned to a foreign office, or otherwise on approved international travel status, including international conferences, shall be entitled to reimbursement of meals at actual cost when such cost is reasonable as determined by the head of the state agency or his/her designee.

(2) If the state agent is in overnight international travel status for more than one week, including a weekend, miscellaneous living expenses will be reimbursed.

(3) Receipts shall be required for all international travel expenses, which includes commercial transportation, lodging, meal, incidental expenses, and miscellaneous living expenses. A receipt shall be required for any single miscellaneous business expense charge exceeding ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses.

(F) Lodging

(1) Continental U.S.

Reimbursement for lodging in commercial establishments is authorized per state agent per calendar day in accordance with the per diem rates established by the U.S. General Services Administration for

reimbursement of expenses incurred while on official travel within the Continental U.S. at actual cost up to the maximum allowable lodging rate for that location, plus applicable taxes on the entire room.

(2) International

Reimbursement for lodging in commercial establishments is authorized per state agent per calendar day at actual cost when such cost is reasonable as determined by the head of a state agency or his/her designee.

(3) Receipts are required for all lodging expenses.

(4) Overnight lodging may be reimbursed only when the state agent is traveling on official state business and is either:

- (a) At a location greater than forty-five miles of both the state agent's residence and headquarters, or;
- (b) At a location greater than thirty miles of both the state agent's residence and headquarters for conference purposes.

(G) Conferences

Reimbursement is authorized for conference registration fees and conference expenses as follows:

(1) Registration fees

Conference registration fees may be reimbursed to the state agent, or conference registration fees may be paid directly by a state agency in advance of the event. If the registration fee includes any meals, the state agent shall not be reimbursed for those same meals under paragraphs (D) and (E) of this rule, and any amount reimbursed to the state agent under paragraphs (D) and (E) of this rule for meals shall be adjusted accordingly.

(2) Meal and incidental

If the event includes or provides a meal, the state agent shall not be reimbursed for that same meal under paragraphs (D) and (E) of this rule. State agents shall receive per diem for any meals not provided by the event and incidentals at the rate prescribed by the U.S. General Services Administration.

When meals are included with registration expense, the number and type of meals must be identified by the state agent. If a meal is offered as part of the event and the state agent has medical restrictions, the state agent should make every effort to have the conference facilitate his or her needs. If the event does not honor the request, the state agent is not required to deduct the applicable meal allowance from the per diem, but must include documentation explaining the situation.

(3) Lodging

Lodging at the event site or lodging at a hotel identified in the event registration materials as one of the event hotels may be reimbursed at actual cost, provided such cost is reasonable as determined by the head of a state agency or his/her designee.

(4) Required receipts for conference expenses

Receipts are required for expenses exceeding ten dollars.

(5) Direct payment

Instead of reimbursing a state agent for his/her conference expenses, a state agency may make direct payment to a vendor who provides event services for the state agent.

(H) Agency contractors

State agencies desiring to reimburse travel, lodging, and meal expenses should negotiate such reimbursement with the contractor or vendor when negotiating the cost of the contract, but shall not negotiate rates higher than those authorized by this rule.

(I) Exceptions

(1) Upon written request submitted to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred, the director of the office of budget and management may grant exceptions to this rule only for travel by law enforcement officials, insurance examiners, state agents on continuous travel status for two or more consecutive days, state agents requiring special travel arrangements due to a disability, and state agents whose workday is other than eight a.m. to five p.m. or if state agents whose in-state travel and lodging arrangements are economically advantageous to the state. Other exceptions may be granted upon a written request submitted to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred or, at the director's discretion, after the expense has been incurred. No exception shall remain in effect for more than one fiscal year.

(J) Amendment to this rule

An amendment to this rule applies to travel on or after the effective date of the amendment.

EXHIBIT 3
Ohio Attorney General Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy
Contractor Employee Acknowledgement

This Ohio Attorney General (“AGO”) Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy Contractor Employee Acknowledgement (the “Acknowledgement”) sets forth the policies and procedures for proper computer, network, Internet, and social media use by all non-AGO personnel performing work for the AGO (the “User”). This Computer Usage, Network Access, Internet Usage and Social Media Policy (the “Policy”) applies to all independent contractors and/or any other consultant performing work for any contractor or consultant doing business with the AGO and their employees. Any violation of this Policy may result in, among other penalties and liabilities, immediate removal of User access to all AGO systems and notification to the User’s employer of the violation. Some circumstances may justify termination of this Agreement for cause by the AGO. The AGO may temporarily suspend or block a User’s access to an account when it appears reasonably necessary to do so to protect the security of the AGO network or to protect the AGO from liability. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

I. COMPUTER USAGE AND NETWORK ACCESS POLICY

In order to comply with Ohio law and to ensure the security and the integrity of the AGO network resources (e.g. routers, switches, servers, workstations, printers, etc.), User shall:

- Acknowledge he/she has been provided with and will comply with the provisions of this Policy;
- Utilize the AGO’s network resources and any information/data provided therefrom for authorized use only;
- Use all computer resources, including, but not limited to, equipment, hardware, software, documentation and data solely for AGO business;
- Immediately notify the AGO of any proven or suspected unauthorized disclosure or exposure of any AGO data or of information or identity theft;
- Immediately notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
 - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
 - Hack attempts,
 - Malware,
 - Changes in security infrastructure,
 - System failures,
 - Compromised user accounts, and
 - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to the AGO network may be rescinded for failure to provide such notice;

- Take all reasonable precautions to prevent the dissemination of User's credentials by any means, including, but not limited to, not sharing the User's username and password, not writing down the username and password, etc.;
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
 - Minimum 8 characters,
 - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
 - Passwords will require being reset based on level of access at the AGO's discretion,
 - Passwords must be kept securely by the account owner, and never be shared,
 - Passwords must not contain sequences 01, 123, abc, etc.,
 - Passwords must not contain properly spelled dictionary words, and
 - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).
- Comply with all applicable network or operating system restrictions, whether or not they are built into the operating system or network, and whether or not they can be circumvented by technical means;
- Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health information Technology for Economic and Clinical Health ("HITECH") Act; and
- Comply with all applicable contracts and licenses.

User shall not:

- Move, alter, delete, copy or otherwise change any information/data stored or contained on AGO networks or computers without express, written authorization by the AGO (e.g. a written agreement, scope of work, or approved vendor quotation).
- Leave a computer unattended for any period of time unless it is secured in such a way that the computer cannot be used by any other individual (e.g. sign off procedure, password protected screen saver, etc.);
- Make paper, electronic or any other copies or reproductions of any AGO information/data or licensed materials, regardless of how the information/data or materials were obtained, without prior authorization from the AGO;
- Use an e-mail account, username, or signature line other than the User's own;
- Attempt to represent themselves as any individual other than themselves. This specifically includes, but is not limited to, use of the Internet, e-mail, online service account, or signature line; and
- Share any information/data gained through use of AGO networks with anyone outside the AGO without prior authorization from the AGO.

II. INTERNET USAGE POLICY

Improper use of the AGO's Internet and Internet services can waste time and resources, violate AGO policies and create legal liability and embarrassment for both the AGO and the Users. The AGO's Internet services include, but are not limited to, e-mail, file transfer protocol, and access to the World Wide Web. This Policy applies to use of the AGO's Internet and Internet services (collectively the "Internet") accessed using AGO network resources or paid Internet access methods, and used in a manner that identifies the User with the AGO.

User's authorized Internet access will be provided by the AGO through vendors approved by the Information Technology Services Section of the AGO ("ITS"). All other access methods to the Internet are prohibited.

All activities that require use of the AGO's Internet must be pre-approved by the AGO. Certain activities that require use of the AGO's Internet are strictly prohibited. Therefore, User shall not use the AGO's Internet in connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious conduct;
- Engaging in conduct that is beyond the scope of the contract or retention agreement, if applicable, for which User access is granted;
- Transmitting, downloading, retrieving or storing offensive, obscene, defamatory, or otherwise prohibited material (including, but not limited to, pornographic, X-rated, religious, political, threatening, or racial or sexual harassing content);
- Harassment of any kind;
- Monitoring or intercepting the files or electronic communications of AGO employees or third parties;
- Attempting to test, circumvent, or defeat the security systems of the AGO or any other organization, or accessing or attempting to access the AGO's or any other organizations' systems without prior authorization from the AGO;
- Providing access to anyone other than the User to the AGO Internet and/or network resources without prior authorization from the AGO;
- Providing anyone access to or disseminating any AGO information/data, regardless of whether or not it is considered confidential or public, and regardless of how the information/data was obtained;
- Using or accessing social media;
- Participating in chat rooms, open forum discussions, interactive or instant messaging unless such participation is for business purposes and pre-approved by ITS;
- Operating a business for personal gain, sending chain letters, or soliciting money in any way for religious, political, charitable, personal or business purposes while acting within the scope of User's work and using AGO Internet services;
- Transmitting, collecting, and/or receiving incendiary statements which might incite violence or describe or promote the use of weapons or devices associated with terrorist activities;
- Distributing frivolous, non-business related material such as jokes and or cartoons; and
- Participating in any other unauthorized activities that may bring damage, discredit upon or create liability to the AGO.

III. SOCIAL MEDIA POLICY

Social media and social networking sites are not private and User shall use good professional judgment regarding any references to the AGO, this Acknowledgement, any applicable contract or memorandum of understanding, clients of the AGO, or services provided by the AGO. All Users shall abide by and be aware of the following:

- Personal blogs shall contain clear disclaimers that the views expressed by the author in the blog are the author's alone and do not represent the views of the AGO;
- User shall refrain from discussions regarding employees and clients of the AGO on any social media or networking site;
- Social media activities shall not be conducted on AGO networks or while using the AGO's Internet;
- User's online presence may be linked to this Acknowledgement, any applicable related contract or memorandum of understanding, and the AGO. Be aware that User's actions captured through images, posts, or comments should not include illegal, harassing, or other activities that violate the law and/or User's employer's or the AGO's policies or ethical requirements. Such conduct may lead to termination of the User's employment relationship with the AGO;
- AGO logos and templates shall not be used on personal blogs or for personal postings on social network sites; and
- Users engaging in chat rooms, blogging, twittering or other social media during non-working hours shall not reference or discuss information from the AGO or represent themselves as employees of, or spokespersons for, the Attorney General or the AGO.

IV. USER'S UNDERSTANDINGS

- User understands that any User who engages in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. User is responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.
- User understands that the confidentiality and privileged nature of AGO files and information/data must be respected and protected. User understands that the AGO retains the right, and has the capability, among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received), as well as Internet usage to ensure maintenance of information/data integrity. User also understands that the AGO has the right to remove or destroy unauthorized materials found on AGO networks and to terminate User's employment relationship with the AGO for breach of this Policy.
- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.
- User understands that web browsers leave "footprints" that provide a record of all site visits. Access to, and use of, the Internet is not confidential and may be a public record.
- User understands that all Users and their employers will be held responsible and liable to the fullest extent of the law for actions while using the AGO's network resources, computers and Internet.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understood this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: _____ Title: _____

User's Employer: _____ Contract End Date: _____

User's Phone Number: _____

Requested Period of Access:

From: _____ To: _____

User's Signature: _____ Date: _____

Account Identity Control Information (1): _____ (mother's maiden name)

Account Identity Control Information (2): _____ (first car owned)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: _____ Title: _____

Employer's Signature: _____ Date: _____

Official AGO Use Only:

AGO Contract #: _____

AGO ITS Work Order Number: _____

AGO Chief Information Officer or Technical Consultant - Security

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT 4
Agreement For Protection of Confidential Information

“Confidential Information” means any and all tangible or intangible information, documents, prototypes, samples, products, services, methodologies, research, technical knowledge, marketing plans, trade secrets, and proprietary materials disclosed previously or in the future by Consultant or its clients to you, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, any information: (i) that has been marked as proprietary or confidential; (ii) whose confidential nature has been made known by Consultant; (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information may also include information disclosed to a Consultant by third parties; or (iv) Personal Information, as defined in Ohio Rev. Code 1347.01(E), in any form which is 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. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Consultant; (ii) becomes publicly known and made generally available after disclosure by Consultant to the you through no action or inaction of you; (iii) is already in your possession at the time of disclosure by Consultant as shown by your files and records immediately prior to the time of disclosure; (iv) is obtained by you from a third party without a breach of such third party’s obligations of confidentiality; or (v) is required by law to be disclosed by you, provided that you give Consultant prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure, in which case such information shall remain Confidential Information.

Non-use and Non-disclosure. You agree not to use any Confidential Information of Consultant or its clients for any purpose except to provide services to Consultant and its clients. You agree not to disclose any Confidential Information to third parties.

Maintenance of Confidentiality. You agree to take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.

By: _____

Name: _____

Title: _____

Consultnat Name: _____

Date: _____

Consumer Multi-Media Outreach Amendment – 12.18.14
(Contains three (3) changes)

1. Section 2.1- Minimum Qualifications

“The vendor must have provided multi-media consultation services for at least five (5) years in various media markets” is amended to “The vendor must have provided multi-media consultation services for at least three (3) years in various media markets.”

2. Section 2.1- Minimum Qualifications

“The vendor must have completed at least one (1) large regional multi-media campaign within the state of Ohio within the past three (3) years” is amended to “The vendor must have completed at least one (1) large regional multi-media campaign within the past three (3) years.”

3. Section 4.2 – Project Specifics

“A detailed long-term plan for post-production, including, but not limited to, how post-production will occur, all resources that will be made available to the AGO for its own post-production maintenance and management of any and all media created” is amended to “A detailed long-term plan for post-production, including, but not limited to, how post-production will occur, all resources that will be made available to the AGO for its own post-production maintenance and management of any and all media created.”