

# The Supreme Court of Ohio

## REQUEST FOR PROPOSAL

### CREATION AND INSTALLATION OF AN EXHIBIT DISPLAY IN THE VISITOR EDUCATION CENTER OF THE THOMAS J. MOYER OHIO JUDICIAL CENTER

**RFP No. 264**

**ISSUING OFFICE: CIVIC EDUCATION SECTION / OFFICE OF  
BUILDING SERVICES**

**Date of Issuance: April 16, 2025**

As defined below, the Supreme Court of Ohio, Office of Building Services, is soliciting competitive proposals from qualified vendors for the design, creation, fabrication and installation of one exhibit, both static and interactive, in the Visitor Education Center located in the Thomas J. Moyer Ohio Judicial Center.

**Response Due Date and Time:**

**May 19, 2025, at 12:00 p.m. EDT**

### **NOTICE**

R.C. 9.24 prohibits the Supreme Court from awarding a contract to any offeror against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, an offeror warrants that it is not now, and will not become, subject to an unresolved finding for recovery under R.C. 9.24, before the award of any contract arising out of this Request for Qualifications, without notifying the Supreme Court of such finding.

## **1. Overview:**

The Supreme Court of Ohio (“Court”), Office of Building Services, through this Request for Proposal (“RFP”), is soliciting competitive proposals from qualified vendors for the provision of all services required for the creation and design of a proposed display exhibit, both static and interactive, as well as the supervision of the exhibit fabrication and installation of the proposed display in the Visitor Education Center within an approximate 430 square foot area located in the Thomas J. Moyer Ohio Judicial Center (“Ohio Judicial Center”) at 65 South Front Street, Columbus, Ohio.

For the purpose of this RFP, “Respondent” is defined as the vendor, entity, or individual who submits a response in relation to this RFP. “Contractor” refers to the successful respondent awarded the contract.

## **2. Information for Respondents:**

### **2.1 Site Walkthrough:**

Site walkthroughs will be held on **Friday, April 25, 2025, at 1:00 pm EDT** to allow attendees the opportunity to view the Visitor Education Center, its current displays, and the area within which the new displays will be installed. The walkthrough will take approximately one hour.

#### **2.1.1 Email Confirmation of Attendance at Site Walkthrough:**

Email confirmation of your participation in the site walkthrough shall be sent to Brent Flanik, Procurement Administrator at [Brent.Flanik@sc.ohio.gov](mailto:Brent.Flanik@sc.ohio.gov) no later than **Wednesday, April 23, 2025, at 12:00 p.m. EDT** so the Court’s Security Desk may be notified of guest attendance before arrival.

### **2.2 Questions and Clarifications Related to RFP:**

All questions in relation to this RFP shall be submitted in writing to Brent Flanik, Procurement Administrator at [Brent.Flanik@sc.ohio.gov](mailto:Brent.Flanik@sc.ohio.gov), no later than **Thursday, May 1, 2025 , by 12:00 p.m. EDT**. Oral inquiries and/or questions will not be accepted.

Questions received after this date and time will not be responded to or answered. An Addenda documenting the Court’s responses to all submitted questions will be posted in accordance with the schedule below on the Procurement Opportunities section of the Court’s website at: <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-chief-financial-officer/procurement-opportunities/>

### 2.3 Proposal Response Submission:

Proposal responses to this RFP are to be received by the Court, via email, **no later than Monday, May 19, 2025, by 12:00 p.m. EDT**. All responses shall be sent directly Brent Flanik, Procurement Administrator at [Brent.Flanik@sc.ohio.gov](mailto:Brent.Flanik@sc.ohio.gov). Proposals received after this date and time shall be considered late, and as a result, will not be considered for evaluation and award.

The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all proposals. The preparation of this proposal shall be solely at Respondent's expense.

### 2.4 Schedule of Key Milestone Events:

Listed below are specific dates and times related to this RFP. Actions with specific dates and times shall be adhered to unless changed by the Court via an addendum. All addenda relating to this RFP will be emailed to all solicited Respondents in accordance with the schedule below. It is the sole responsibility of Respondent to ensure receipt of all documentation issued by the Court. All dates are tentative and may be subject to change by the Court

#### **Schedule of Key Milestone Events (all times in EDT):**

RFP Issuance	April 16, 2025
Email Confirmation Due for Attendance at Site Walkthrough	April 23, 2025 at 12:00 p.m.
Site Walkthroughs	April 25, 2025 at 1:00 p.m.
Deadline for Submitting Respondent Questions	May 1, 2025 at 12:00 p.m.
Final Addendum to be Issued (If Applicable)	May 6, 2025
Proposal Responses Due	May 19, 2025 at 12:00 p.m.
Evaluation of Proposals Complete (Estimated)	Late May, 2025
Finalize Award Determination (Estimated)	Early June, 2025
Executed Contract (Estimated)	Early/Mid-June, 2025
Exhibit Display Work Complete, including installation	September 30, 2025, or earlier, whichever comes first

### 3. Communication with Court Personnel:

Respondent shall not meet or initiate communication with Court staff during the RFP process, except as otherwise provided in this RFP, or with respect to current or ongoing work. The RFP process is considered to have begun on the date it is issued and is considered concluded on the date on which any resulting contract has been fully executed. Any attempt to meet or initiate contact during the RFP process, other than that expressly authorized by the RFP, may result in disqualification of Respondent.

#### **4. Background and Funding Sources:**

##### **4.1. Background on the Civic Education Section and the Visitor Education Center:**

The Court's Civic Education Section was established in 1987 by then Chief Justice Thomas J. Moyer to oversee the Court's tour program, and to promote the judiciary throughout Ohio by means of a variety of interactive communication channels. The Civic Education Section's touring program focuses on the role of the judiciary in Ohio, the work of the Ohio Supreme Court, the beautiful architecture, monumental lobbies, grand hallways, and hearing rooms that are richly detailed with original art that tells the inspiring story of the people who built Ohio. Thousands of students from schools across the state visit the home of the Supreme Court of Ohio each year.

The Visitor Education Center was launched in 2004 and is comprised of approximately 3,700 square feet of display space on the ground floor of the Ohio Judicial Center. It features interactive displays on the law and is a dynamic teaching tool, offering students an inside look at Ohio courts. Interactive exhibits, bold graphics, and video clips convey the role of courts, illustrating important cases and issues, while unfolding the stories of the Ohio courts and the men and women who shape them, all of which meet the State of Ohio education standards from Fourth Grade upward.

The Visitor Education Center displays are updated periodically and are considered the centerpiece teaching instrument of our tour program.

##### **4.2. Background on the Ohio Judicial Center Foundation, Inc.:**

The Ohio Judicial Center Foundation, Inc. ("OJC Foundation") is a nonprofit corporation and charitable trust organized and operated exclusively for public charitable and educational purposes. The OJC Foundation was created for the purpose of preserving the artistic, architectural, and historic integrity of the Ohio Judicial Center. The OJC Foundation works on projects that encourage and facilitate access to the building as well as educate the public.

The OJC Foundation applied for a grant from the Ohio State Bar Foundation ("OSBF") in the 2025 spring grant cycle that involves projects that educate the public as well as encourage and facilitate access to the building.

##### **4.3. Funding:**

If the OJC Foundation receives all or part of the OSBF grant award, Contractor shall be paid directly by the OJC Foundation for some or all of the expenditures related to this project, provided those expenditures are in accordance with the terms and conditions of the grant funds. If the OJC Foundation does not receive the OSBF grant award, or receives partial funding, the Court shall act as guarantor of payment and shall pay Contractor directly in accordance with the terms of the contract.

If the OJC Foundation receives all or part of the OSBF grant award and pays for some or all of the expenditures related to this project, the OJC Foundation shall be a party to the contract. In such case, Contractor shall work collaboratively with the OJC Foundation, the Court's Civic Education Section, Building Services, and Facilities Management staff for the successful completion of the project.

Additionally, if the OJC Foundation receives all or part of the OSBF grant award and pays for some or all of the expenditures related to this project, Contractor shall submit separate detailed invoices or receipts of all project expenditures in accordance with the terms and conditions of the grant funds.

## **5. Scope of Work:**

Contractor shall be responsible for the provision of all services required for the creation and design of a proposed display exhibit, both static and interactive, as well as the supervision of the exhibit fabrication and permanent installation of an approximate 430 square foot area within the Visitor Education Center, located in the lower level of the historical Ohio Judicial Center at 65 South Front Street, Columbus, Ohio.

As further detailed below, Contractor shall work collaboratively with the Civic Education Section, Office of Building Services, and Facilities Court staff to gather information on the requirements for the proposed display exhibits, assess aspects of the current space within the Visitor Education Center and installation of the new exhibits, as well as the building codes involved with a historic building.

Additionally, all work on this project shall be performed during normal business hours which are defined as Monday through Friday, 7:30 a.m. to 4:30 p.m., *excluding* the following Supreme Court of Ohio Observed Holidays when the Supreme Court of Ohio and the Ohio Judicial Center will be closed:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

All services, the resulting display exhibits and the ongoing exhibit monitor(s) protection plan shall be awarded as one contract.

## **5.1 Subject Matter -- Proposed Display Exhibit:**

The proposed display exhibit shall be created based on a subject matter of “Women in the Law.”

### **5.1.1 Details on Installation & Location:**

The proposed display exhibit on “Women in the Law” will provide a wide range of information on the history of women in the Ohio judiciary. Possible conceptual information may include:

- Interactive timeline of female Justices on the Supreme Court of Ohio and the Supreme Court of the United States.
- Detailing the life and careers of prominent Supreme Court of Ohio female justices, including retired Chief Justice Maureen O’Connor, as well as Florence Allen, Melody Stewart, Alice Robie Resnick, Yvette McGee Brown, Evelyn Stratton, and others.
- History of females in Colleges of the Law in Ohio.
- Information including notable cases and notable events centered around women in the law, with possible narrated videos/interviews.

### **5.1.2 Exhibit Dimensions:**

The exhibit space is approximately 430 square feet. The space is currently unoccupied with no current exhibits installed that would need removed or disposed.

### **5.1.3 Existing Artifacts & Materials:**

The exhibit shall incorporate five portraits, provided by the Court, that complement the subject matter. These portraits will be on stands, the largest of which measures approximately 56” x 90” x 12.”

## **5.2 Exhibit Monitors:**

As the current exhibit space is unoccupied, Respondent shall be responsible for supplying and installing any interactive monitors they would wish to utilize as part of their proposal response. If utilized, Respondent’s proposal response shall include in its price a 4-year protection plan on the exhibit monitors.

## **5.3 Contractor Provided Services:**

To aid in the successful design, creation, installation and implementation of this new display exhibit, unless otherwise specified, Contractor shall provide the following services:

### **5.3.1 Labor and Materials:**

Contractor shall provide all labor and materials required to ensure the successful completion of this project.

### **5.3.2 Collaboration with Court Staff:**

Throughout the life of the project, Contractor shall collaborate with Court staff from the Civic Education Section, Office of Building Services, and Facilities to ensure accurate representation and quality of all work completed, including participating in periodic meetings – both in-person and virtual – as required by the Court.

### **5.3.3 Project Management:**

Contractor shall provide Project Management and oversight for all aspects of the display exhibits development, from conception to completion.

### **5.4 Contractor Responsibilities:**

For this project, Contractor shall be responsible for the following duties, and all involved costs shall be factored into Respondent's proposal pricing:

#### **5.4.1 Completion of Displays, Adherence to Timeline & Completion of Project:**

**5.4.1.1 Finalized Contract:** It is the Court's intention to have finalized an award determination and awarded a contract to the successful Respondent by early June, 2025.

**5.4.1.2 Work Commences:** Work shall commence upon contract execution and conclude, including installation of exhibit by September 30, 2025.

#### **5.4.2 Development of Conceptual Renderings:**

Contractor shall be responsible for the development of a conceptual rendering for exhibit display, including a visual storyboard, and/or a narrative script or video description with a detailed description of activities, and delivery of the same to the Court. The Court shall review, amend and agree to the final proposed concept.

#### **5.4.3 Estimated Delivery Date, Installation, Final Testing and Tracking Project Timelines:**

Throughout the scope of this project, Contractor shall provide the Court with an estimated timeline for the delivery of final product, the proposed installation date(s) & testing of same. The Court shall be notified immediately of any changes to this project timeline.

#### **5.4.4 Freight and Handling:**

Contractor shall be responsible for all freight and handling costs associated with the proposed exhibits.

#### **5.4.5 Delivery, Offloading, Uncrating, Hauling to Installation Area, and Removal of Packing Materials:**

Delivery of the proposed display exhibits shall be made during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday, *excluding* any Supreme Court of Ohio Observed Holidays, as detailed above in Section 5, when the Ohio Judicial Center will be closed.

- a. **Delivery Dock:** Equipment, supplies and completed display exhibits shall be shipped on pallets / crates or shipping cartons, and delivered to the Court's delivery dock which is located at 66 Civic Center Drive (west side of the building).
- b. **Offloading, Uncrating, and Hauling to Installation Area:** Delivery trucks shall pull into the cutouts on Civic Center Drive. At that point, the equipment can be offloaded from the delivery trucks utilizing Contractor's tools. The Court's / forklift / equipment / dumpsters or employees shall not be utilized. Display exhibits or projects shall be uncrated at the loading dock before it is moved to the area where it will be installed.

#### **5.4.6 Installation and Testing:**

Contractor shall oversee the installation and implementation of the display exhibits, as well as the final testing of all equipment to confirm components of the displays work correctly and to ensure a successful launch of the displays.

#### **5.4.7 Training Court Staff on Exhibit Operations (if applicable):**

Training will be provided for the Civic Education staff, if applicable, on the use of the monitors or controls for the display exhibits.

#### **5.4.8 Insurance Requirements:**

Contractor must carry insurance that complies with the requirements of **Appendix C - Minimum Scope and Limit of Insurance**.

#### **5.5 Court-Provided Services:**

To aid in the successful installation, implementation and launch of the proposed display exhibits, the Court will provide the following services:

- A. **Style Guide:** A Court-approved style guide for display titles and text within the displays and Exhibit;
- B. **Project Contact:** The Court shall dedicate one person to serve as the primary point of contact for the duration of the project, and all communication concerning this project shall be directed to this contact person. This contact person shall handle coordination and scheduling of collaborative meeting(s) dates and times.



- C. **Subject Matter Experts:** The Court will provide subject-matter experts and staff for content review.

## **6.0 RFP Response – Minimum Elements to Incorporate:**

Respondent shall be responsible for incorporating, at a minimum, the following elements in their RFP proposal response.

### **6.1 Conceptual Design:**

Respondent shall identify the best alternatives for the display space, and be responsible for the following design elements.

**6.1.1 Develop Conceptual Design:** Respondent shall develop a conceptual design to determine the best alternatives to transform the space in the Visitor Education Center which shall involve:

- a. Allotment of existing useable space; and
- b. Options for interactive, audio and visuals.

### **6.2 Design Proposal:**

**6.2.1 Design Proposal to Include and Incorporate:** Respondent shall create a design proposal which shall include:

- a. Cost estimates for labor to fabricate;
- b. Cost estimates for the materials/components;
- c. Illustrations and descriptions of the proposed exhibit display; and
- d. Installation costs and timeline.

### **6.3 Contractor Qualifications:**

The Court has identified that the Contractor shall possess or maintain, at a minimum, the following qualifications, or requirements:

- A. A minimum of three years of experience in developing displays similar to those being requested;
- B. Demonstrated knowledge of models of design;
- C. Demonstrated knowledge in relation to current education and training technologies and education design and development strategies and standards;
- D. Knowledge of Americans with Disabilities Act design practices and requirements;
- E. The ability to prioritize, organize, and manage projects; ensuring tasks are completed in a timely manner; and in accordance with specified deadlines;
- F. The ability to work independently and as part of a team;
- G. Excellent written and verbal communication skills; and
- H. Professional attitude and demeanor, with a strong attention to detail.

## **7. Compensation:**

### **7.1 Cost Proposal Workbook:**

Respondents shall complete the attached **Appendix A / RFP Cost Proposal Workbook** to identify proposed costs. The 2 worksheets contained in Appendix A are as follows:

- A. Cost Proposal Details; and
- B. Cost Proposal Assumptions.

No other pages or forms shall be used other than Appendix A when submitting pricing.

As indicated above in Section 5, all consultation, design, fabrication, project management, and installation services, as well as materials / freight / delivery and training shall be included within Respondent's proposal response. No additional payment will be made for fringe benefits, travel time or travel related expenses.

## **8. Proposal Response and Evaluation Criteria:**

### **8.1 Proposal Response - Format and Content:**

Proposal responses shall be formatted and submitted in a single PDF format. It is the responsibility of Respondent to ensure that sufficient documentation has been included to satisfy the requirements specified within the proposal response. Failure to meet any of these submission requirements may result in the proposal being found non-responsive. In addition to the materials and documentation requested above within Sections 6 & 7, the Court requests the following.

### **8.2 Executive Summary – Information to be Included:**

Respondents shall include the following in their proposals:

1. **Cover Letter:** A cover letter that includes Respondent's legal company name, and address.
  - a) **Contact Information:** The cover letter shall include the legal name, title, and address of the individual(s) involved in the preparation of the RFP response. If inquiries relating to the RFP response need to be directed to someone other than the specified individual(s), please provide the name and email address of the person to whom inquiries about the proposal should be directed.
  - b) **Total Number of Employees in Company**
  - c) **Year Business Started**
  - d) **State of Incorporation and Location of Headquarters**

- 2. Key Personnel – Team Dedicated to Project:** Respondent shall assign a dedicated team to the oversight of this project for its entirety. Please provide the titles of these key personnel similar in nature to the titles listed below and their areas of responsibility:
- a) **Account Manager / Customer Assistance Manager;**
  - b) **Project Manager;** and
  - c) **Technical Consultant.**
- 3. Key Personnel Roles and Experience:** For the list of key personnel assigned to this project, please define the following:
- a) **Role & Name:** the role of each key personnel and their name;
  - b) **Number of Employees:** if more than one, list the number of employees assigned to each of these positions; and
  - c) **Length of Time:** include the length of time in their currently held position.
- 4. Project Approach & Estimated Timeline:** Describe overall proposed approach and strategy to completing the project, along with an estimated timeline for completion of the project. Based on this implementation plan, provide a list of deliverables that would be produced and related timeframe.
- 5. References:** Respondents shall provide a minimum of three current reference entities for which Respondent has done similar consulting projects comparable in scope and size within the last four years.

References shall be listed in chronological order, and shall include:

- a) The name of the entity;
- b) Services completed;
- c) Dates on which services were completed;
- d) The name and contact information of the person with whom the Court may verify the reference;
- e) In addition, if possible, Respondents may provide the names and locations of entities in which staff may view comparable exhibits / displays in a live environment.

The Court and any current Court staff may not serve as a reference.

### **8.3 Subcontractors:**

As a portion of their proposal response, Respondents shall identify any subcontractors that they intend to utilize and elaborate on what will be their specific purpose. All subcontractors shall work at the sole expense of Respondent, and Respondent shall be solely responsible for ensuring proper payment to the subcontractors. Respondent shall assume responsibility for all work performed by subcontractors and ensure that all subcontractors comply with all contractual terms and conditions and policies of the Court.

Proposed subcontractors shall also be considered and reviewed as a portion of the evaluation criteria. The Court reserves the right to review information regarding all proposed subcontractors and reject any identified before a contract is awarded. Contractor may not enter into subcontracts for the services provided under the resulting contract without written approval from the Court of the subcontract and the proposed subcontractor. All subcontracts must incorporate the terms and conditions of this RFP by reference.

### **8.4 Evaluation Criteria:**

All RFP proposal responses received by the Court shall be reviewed and evaluated by a team of representatives (“Evaluation Committee”) identified by the Court. The Court may accept or reject any and all proposals, in whole or in part, or waive minor defects in a proposal, if no prejudice results to the rights of another potential Respondent or to the public. Non-responsive proposals will not be considered. Non-responsive proposals are defined as those that do not meet, and/or are not compliant with, the requirements as specified in the RFP.

#### 8.4.1 Responsive RFP Proposals:

Responsive proposals shall be evaluated in accordance with the proposal response criteria specified in **Section 5** along with any requested supporting documentation, as well as prior conduct and performance, as applicable. The corresponding weights assigned to each of the categories has been listed below:

CATEGORY:	PERCENTAGE:
<b>Development of Concepts (Secs. 5.4.2 &amp; 6.1)</b> Contractor shall be responsible for the development of a conceptual rendering for exhibit display, including a visual storyboard, and/or a narrative script or video description with a detailed description of activities, and delivery of the same to the Court. The Court shall review, amend and agree to the final proposed concept.	45%
<b>Price Proposal: (Sec. 7.1 &amp; Appendix A)</b> Price will be a factor in the final award, but it is not the only component. Examination and comparison of Respondent's price proposal, in conjunction with the requirements listed above, allow the Court to determine the reasonableness of the proposed price, and the economic feasibility of this price for the Court.	20%
<b>Respondent Qualifications &amp; References: (Secs. 6.3 &amp; 8.2.5)</b> Demonstration of Respondent's overall capabilities and experience in completing the services identified for the Court. Evidence of the depth and breadth of experience in servicing comparably sized locations, as well as feedback on Respondent's reputation.	20%
<b>Timeline: (Sec. 5.4)</b> Feasibility and timeliness of the project schedule, demonstrating the ability to meet specified deadlines. Approach and strategy to the project itself.	15%
<b>TOTAL:</b>	<b>100%</b>

Following the evaluation of the proposal responses, including any clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to Respondent that has been determined to provide the best overall solution to the Court. In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with said Respondent and to enter into negotiations with an alternate Respondent.

#### 9. Contract Term:

The anticipated term of the resulting contract shall be from date of final signature until successful completion of the project, or September 30, 2025, whichever occurs first.

**10. Proposal Clarification:**

The Court may contact any Respondent who submitted a proposal response in order to clarify uncertainties or eliminate confusion concerning the contents of their submitted proposal. Respondents, however, will not be able to modify their proposal as a result of any such clarification request.

**11. In-Person Oral Presentations and Demonstrations:**

As part of the evaluation process, Respondents may be asked to appear in-person before the Evaluation Committee selected by the Court to respond to questions and to present additional information as requested. The Court is not required to request additional information from all Respondents.

Respondent representatives attending the in-person oral presentation shall be qualified to respond to all questions related to the proposal. Those selected to provide an oral presentation, or demonstration shall be notified in writing by the Court and shall be prepared to make their presentations in late May.

**12. Respondent References and Verification:**

The Court reserves full discretion to determine the competence and capabilities of any Respondent who submitted a proposal response. The Court may contact any customer of the proposed Respondent, whether or not included in the submitted reference list, and use such information in the evaluation process.

**13. Best and Final Offer:**

The evaluation process may, at the Court's discretion, include a request for selected Respondents to prepare a Best and Final Offer ("BAFO"). A Respondent's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

**14. Contract Award:**

Following the evaluation process, including any clarifications, reference inquiries / verifications, completed interviews, and BAFOs, the Court shall proceed in recommending a contract award be made to Respondent that have been determined to provide the best overall solution to the need as identified herein, at the best overall value to the Court. All services, the resulting display exhibits, and the ongoing exhibit monitor(s) protection plan shall be awarded as one contract.

In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with Respondent. In such an event, the Court reserves the right to enter into negotiations with an alternate Respondent.

## **15. Upon Contract Execution:**

Upon contract executions, Contractor shall meet with Civic Education and the Building Services staff, as follows:

### **15.1 Review of Design Proposal With Court:**

Contractor shall review their design proposal with Civic Education and the Building Services staff to make revisions, as needed, and to work with Facilities Management Court staff in order to maintain historic building standards (i.e.: structural, electrical, mechanical) to assess the building's pre-existing utilities.

### **15.2 Presentation and Documentation:**

Contractor shall complete a report of the entire project-planning process that will include a multi-page draft study that the Court and the OJC Foundation may use for marketing, public relations, or grant reporting purposes. All documentation shall be submitted to the Court in both hard copy, as well as a digital format.

### **15.3 Discovery Meetings:**

Upon contract execution, a discovery meeting shall be held to cover the following aspects of the project:

**15.3.1 Gather Information and Collaborative Discussion – Scope of Work:** Contractor shall work collaboratively with the Civic Education Section, Building Services, and Facilities Management Court staff to gather information on the essential requirements of the proposed exhibit display for the Visitor Education Center. Discussion to determine the adaptability of installing the proposed display in the exhibit space while adhering to Ohio Judicial Center's historic building code.

**15.3.2 Assess Space for Exhibits:** Assess the building's current space where the proposed exhibit display will be installed.

## **16. Independent Contractor:**

Contractor shall acknowledge and agree with the Court that services performed under this contract are being performed as an independent contractor, and not as a public employee, pursuant to R.C. 145.01 et. seq. Contractor shall be required to complete and sign the Ohio Public Employees Retirement System form PEDACKN and return it to the Court before payment will be made for any services.

**17. Auditing:**

During the performance of the contract and for a period of at least one (1) year after its completion, Contractor shall maintain auditable records of all charges pertaining to this contract and shall make such records available to the Court or the OJC Foundation as may be reasonably required.

**18. General Terms and Conditions:**

1. The Court assumes no responsibility for costs incurred by any Respondent prior to the award of any contract resulting from this RFP.
2. All proposed offers submitted to the Court are firm and shall remain in effect for 90 days from the proposal due date. Respondents are well-advised to check their proposal carefully before submitting. Errors cannot be corrected after the proposals are opened. It shall be a condition of any award that the selected Respondent shall deliver all product and services at the fee or cost quoted, even if in error.
3. A proposal response, upon acceptance by the Court, immediately creates a binding contract between Respondent and the Court. Except as otherwise provided in this RFP, once accepted, it may not be rescinded, canceled, or modified by Respondent unless mutually agreed in writing by the parties.
4. All responsive proposals shall be evaluated by the Court, which may accept or reject any or all proposals, in whole or in part. Also, the Court may waive minor defects in a proposal, if no prejudice results to the rights of another Respondent or to the public.
5. At the sole discretion of the Court, the RFP may be cancelled or reissued in whole or in part, or a contract may not be awarded, if any of the following apply:
  - a) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
  - b) The price offered is considered excessive in comparison with existing market conditions, in comparison with the goods or services to be received, or in relation to available funds;
  - c) It is determined that the award of a contract would not be in the best interest of the Court.
6. The Court requires Respondents wishing to do business with the Court to provide their Federal Taxpayer Identification Number.



7. The Court is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal pricing. Excise tax exception certificates will be furnished upon request.
8. Respondent warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If the warranty is false on the date the parties sign a contract awarding Respondent's submittal, the contract is void *ab initio*, and Respondent shall immediately repay to the Court any funds paid under the contract.
9. The Court may, at any time prior to the completion of the contract by Contractor, suspend or terminate the contract with or without cause by giving written notice to Contractor. Upon receipt of written notice to Contractor to suspend or terminate, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the Court, Contractor must furnish a report describing the status of services. Contractor shall be paid for all completed work rendered up to the date Contractor received notice provided Contractor has supported such payment with detailed factual data containing hours worked and product/services performed.
10. Any contract resulting from this RFP is binding on the successful Respondent. Contractor's failure to meet or perform any of the contract terms or conditions shall permit the Court to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Court or the OJC Foundation. The Court and the OJC Foundation do not waive the right to insist upon future compliance with these proposal specifications when there is undiscovered delivery of nonconforming goods or services.
11. At the date deliverables are due as specified in the contract resulting from this RFP, or in the event the contract is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Court all work products which have been prepared by Contractor in the course of providing services under this contract. All such materials shall become and remain the property of the Court, to be used in such manner and for such purpose as the Court may choose. Upon termination of the contract by either party, all property belonging to the Court and in the possession of Contractor shall be returned to the Court prior to final payment to Contractor.
12. The Court hereby advises all Respondents that all documents submitted in response to this RFP, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other Respondents, to inspect and obtain copies of these documents in accordance with the applicable public records law after the Request for Proposal deadline expires unless: 1) in its response to this Request for Proposal, Respondent clearly

identifies the document or document excerpt that Respondent believes is not a public record; 2) in its response to this Request for Proposal Respondent identifies the provisions that exempt the document or document excerpt from the public records provisions; and 3) Court staff determine that the document or document excerpt is not a public record. In weighing whether a Respondent's proposal contains trade secret information that may be protected from disclosure, Supreme Court staff may consider the definition of "trade secret" in R.C. 1333.61(D) and the factors described in *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St.3d 513.

13. Respondent agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 and R.C. 2921.42 and 2921.43. Respondent represents, warrants and certifies that it and its employees engaged in the administration or performance of any contract resulting from this RFP are knowledgeable of and understand the Ohio ethics and conflict of interest laws. Respondent further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Respondent represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

**19. Supreme Court of Ohio - Administrative Policies (Appendix B):**

**1. Administrative Policy 5 - Equal Employment Opportunity Policy:**

The Court is an equal opportunity employer. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 5 (Equal Employment Opportunity), a copy of which is attached.

**2. Administrative Policy 22 – Alcohol and Drug Free Workplace:**

The Court intends to provide an alcohol and drug free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 22 (Alcohol and Drug Free Workplace), a copy of which is attached.

**3. Administrative Policy 23 – Weapons and Violence Free Workplace:**

The Court intends to provide a weapons and violence free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 23 (Weapons and Violence Free Workplace), a copy of which is attached.

**4. Administrative Policy 24 – Discrimination and Harassment:**

The Court intends to provide a discrimination and harassment free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm.P. 24 (Discrimination and Harassment), a copy of which is attached.

**20. Minimum Scope & Limit of Liability (Appendix C):**

Responsibility for Claims; Insurance Requirements.

**21. Appendices:**

**Appendix A:** Cost Proposal Workbook (2 Worksheets)

**Appendix B:** The Supreme Court of Ohio – Administrative Policies

**Appendix C:** Minimum Scope & Limit of Liability

## **APPENDIX A:**

**RFP #264**

### **CREATION AND INSTALLATION OF AN EXHIBIT DISPLAY IN THE VISITOR EDUCATION CENTER OF THE THOMAS J. MOYER OHIO JUDICIAL CENTER**

#### **COST PROPOSAL WORKBOOK**

**This Cost Proposal Workbook contains 2 worksheets:**

**1. COST PROPOSAL DETAILS:**

This worksheet is for the Vendor to identify all costs associated with the proposed display exhibit for the Visitor Education Center (“VEC”).

**2. COST PROPOSAL ASSUMPTIONS:**

This worksheet is for the Vendor to list all assumptions, notes or comments associated with the costs submitted in this proposal. In the Section # column, Vendors are to specify the particular section of the Cost Proposal Details for which the assumption or comment applies.

## RFP #264 - COST PROPOSAL DETAILS

Section	Category (modify descriptions as needed)	Vendor Descriptions (add descriptions as necessary)	One Time Cost
5.1	<b>“Women in the Law” Exhibit:</b>		
	Design / Create Services		\$
	Labor to Fabricate		\$
	Materials Cost		\$
	Installation Costs		\$
	Freight, Handling, Delivery Costs		\$
	4-Year Protection Plan (if applicable)		\$
<b>List Any On-Going Costs for Exhibit (other than 4-yrs. protection plan):</b>			\$
		<b>TOTAL:</b>	\$

## **RFP #264 - COST PROPOSAL ASSUMPTIONS**

In the table below, list all assumptions, notes, or comments associated with the costs submitted in this proposal. In the Section # column, specify the section of the cost proposal (e.g., 5.1.1 or 5.1.2) that the assumption or comment to which it applies. Additionally, if the comment or assumption ties back to a specific section of the RFP specifications, inset that section number also. Please insert additional lines if needed.

[illegible]

## APPENDIX B

### **Administrative Policy 5. Equal Employment Opportunity.**

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

**(A) Equal Employment Opportunity.** The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

**(B) Equal Employment Opportunity Plan.** The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

**(C) Distributions and Postings.** Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

**(D) Application of Policy.** This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

## **Administrative Policy 22. Alcohol and Drug Free Workplace.**

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

**(A) Alcohol.** The purchase, service, and use of alcohol involve health and safety issues for an employee; and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

**(1) Location and circumstances.** Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

**(2) Purchase at Court expense prohibited.** Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

**(3) Employee on duty.** An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

**(4) Employee off duty.** An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

**(B) Controlled Substances and Illegal Drugs.** An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.



**(C) Alcohol and Drug Testing.**

**(1) Circumstances requiring testing.** The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(2) Refusal to submit to testing.** An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(3) Confidentiality.** Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

**(D) Corrective Actions.** An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

**(E) Employee Assistance and Rehabilitation.** If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

## **Administrative Policy 23. Weapons and Violence Free Workplace.**

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

**(A) Weapons Prohibited.** Except as provided in OJC Reg. 11, no employee shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court unless specifically required to do so as a condition of the employee's work assignment. Any employee who violates this policy is subject to having the matter referred to the appropriate law enforcement officials.

**(B) Acts and Threats of Violence Prohibited.** No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

**(1) Threats and intimidation.** Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;

**(2) Stalking.** Willfully, maliciously, or repeatedly following or stalking another person;

**(3) Communications.** Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;

**(4) Physical contact.** Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

**(5) Damaging property.** Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

**(C) Domestic Violence.** The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

**(D) Notification of Protection or Restraining Order.** An employee who obtains a protection or restraining order shall notify the Director of Human Resources. Upon notification, the Director of Human Resources shall inform the appropriate Court personnel.

**(E) Reporting Acts or Threats of Violence.** An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

**(F) Corrective Action.** An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009; February 13, 2025

## **Administrative Policy 24. Discrimination and Harassment.**

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

**(A) Prohibited Activity.** No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

**(1) Prohibited discriminatory practice.** For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

**(2) Harassment.** For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;

- Derogatory or intimidating references to a person's mental or physical impairment.

**(3) Sexual harassment.** For the purpose of this policy, "sexual harassment" means conduct based upon sex that unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

**(B) Reporting an incident.** An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee's immediate supervisor, to the employee's immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

**(C) Investigation and written report.** Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director's designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action

or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

**(D) Determination of incident.**

**(1) Agreement of the parties.** If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

**(2) Formal hearing.** If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

**(E) Conflicts.**

**(1) Director of Human Resources.** If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

**(2) Administrative Director.** If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

**(3) Chief Justice.** If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

**(F) Corrective Action.** An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

**(G) Confidentiality.** The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

**(H) Distribution of Policy.** All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009

## APPENDIX C

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Insurance coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Ohio.
4. **Professional Liability (Errors and Omissions):** If Contractor is performing services as a licensed trade or profession, insurance must appropriate to the Contractor’s profession with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Court shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Court.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### *Additional Insured Status*

The Court shall be covered as an additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with the work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38, **and** CG 20 37 if a later edition is used).

##### *Primary Coverage*

For any claims arising from or in connection with the Agreement, the Contractor’s insurance coverage shall be the primary coverage.

##### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Court.

##### *Waiver of Subrogation*

Contractor hereby grants to the Court a waiver of any right to subrogation that Contractor’s insurer may acquire against the Court by virtue of the payment of any loss under the insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation; however, this provision applies regardless of whether the court receives the waiver of subrogation endorsement from the insurer.



### ***Self-Insured Retentions***

Self-insured retentions must be declared to, and approved in writing by the Court. The Court may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Court.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in Ohio, with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed in writing.

### ***Claims Made Policies (applicable only to policies that include professional liability coverage)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or not renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Contractor shall furnish the Court with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, before work begins. However, failure to obtain the required documents before work begins shall not waive the Contractor's obligation to provide them. The Court reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

The Court reserves the right to modify the requirements included herein based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.