The Supreme Court of Ohio

REQUEST FOR PROPOSAL

CYBERSECURITY RISK ASSESSMENT AND GOVERNANCE CONSULTING SERVICES

RFP No. 401

ISSUING OFFICE: OFFICE OF INFORMATION TECHNOLOGY

Date of Issuance: October 27, 2026

As defined herein, The Supreme Court of Ohio, Office of Information Technology is seeking competitive proposals from qualified contractors to assess and audit the strengths and weaknesses of the Court's cybersecurity processes, documentation, governance, and protocols.

Response Due Date and Time:

November 20, 2026 at 12:00 p.m. EST

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, prior to 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 Information Technology through this Request for Proposal ("RFP") is seeking competitive proposals from qualified contractors to assess and audit the strengths and weaknesses of the Court's cybersecurity processes, documentation, governance, and protocols. The awarded Contractor would primarily work with the Court's administrative leadership and Office of Legal Counsel to achieve the goals set forth in the RFP.

This is not intended to include penetration testing of the Court's current technology infrastructure as it relates to safety from cybersecurity threats.

For the purpose of this RFP, "Respondent" means the entity or individual who submits a response in relation to this RFP, "Contractor" means the successful Respondent awarded the contract.

2. Information for Respondents:

2.1 Questions and Clarifications Related to RFP:

All questions in relation to this RFP shall be submitted in writing to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov **no later than November 4, 2026 at 12:00 p.m. EST.** 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 at: https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-chief-financial-officer/procurement-opportunities/

2.2 Proposal Response Submission:

Proposal responses to this RFP are to be received by the Court, via email, **no later than November 20, 2026 at 12:00 p.m. EST.** All responses shall be sent directly to Brent Flanik, Procurement Administrator: 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. Respondents can submit a response at any time between date of issuance and the response due date.

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 the Respondent's expense.

2.3 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.

It is the sole responsibility of the Respondent to ensure receipt of all documentation issued by the Court.

RFP Issuance	October 27, 2026
Deadline for Submitting Questions	November 4, 2026 at 12:00 p.m. EST
Final Addendum to be Issued (if applicable)	November 9, 2026
Proposal Responses Due	November 20, 2026 at 12:00 p.m. EST
Virtual Presentations (if requested)	December 7-11, 2026
Evaluation Complete (Estimated)	December 14, 2026
Award Bid / Executed Contract (Estimated)	December 21, 2026
All Project Components and Deliverables Completed	June 30, 2027

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 on which it is issued and is considered concluded on the date on which any resulting contract has been fully executed. Any attempts to meet and/or initiate contact during the RFP process, other than that expressly authorized by the RFP, may result in the disqualification of said Respondent.

4. Scope of Work:

The Court wishes to assess and audit the strengths and weaknesses of the Court's cybersecurity processes, documentation, governance, and protocols. This should include a thorough analysis of current policies and procedures, review of current contracts and obligations to vendors, and gap analysis when compared to desired expectations, and recommendations of next steps.

This is not intended to include penetration testing of the Court's current technology infrastructure as it relates to safety from cybersecurity threats.

4.1 Contractor Responsibilities:

1) **Personnel and Materials:** The awarded Contractor shall be responsible for all labor, supervision, and materials required to ensure that all tasks included in the scope of work

are completed in full. All work shall be in compliance with all applicable laws and industry standards.

2) **Project Management:** The awarded Contractor shall assign a dedicated Project Manager ("PM") for the duration of the study to ensure its timely completion. The PM will work directly with designated Court staff member(s). The PM's duties shall include, but are not limited to, the following:

   a) **Virtual or In Person Project Kickoff Meeting**: Schedule and conduct a Project Kickoff meeting to discuss the below items;

   b) **Project Timeline:** Create and maintain a "Project Timeline" with input from and approval by the Court;

   c) **Task List:** Create and maintain a "Task List" with assigned duties for various stages of the project's timeline;

   d) **Delegate Tasks & Coordinate**: Ensure all delegated Tasks are represented in the Project Timeline and are completed on schedule; coordinate efforts with the Court's staff;

   e) **Status Meetings:** Schedule and conduct regular Status Meetings (both planned and "as needed"), the frequency of which shall be determined at the Project Kickoff meeting;

   f) **Status Reports:** Prepare scheduled Status Reports to designated Court staff member(s) via email. These reports shall include the following information:

      i. Executive Summary of current status;
      ii. Tasks completed since last status report;
      iii. Status of task(s) in progress;
      iv. Roadblocks to current and future tasks;
      v. Tasks delayed or overdue based on Project Timeline;
      vi. Snapshot of Project Timeline

3) **Collaboration During the Project:** Throughout the project, the awarded Contractor shall collaborate with designated Court staff member(s) to ensure accurate representation and quality of all work completed, including participation in scheduled meetings as required by the Court. As a collaborative partner, the Court will review, provide input, and request changes, as necessary to complete the project:

4) **Comprehensive Analysis:** The awarded Contractor shall conduct a comprehensive analysis of the Court's current:

   a. Cybersecurity governance
   b. Policy and procedures related to cybersecurity

c. Risk management practices
d. Training and education opportunities
e. Disaster recovery planning
f. Incident response planning and structures
g. Cybersecurity insurance policies (relating to Section 4.1(5) below)
h. Contracts (relating to Section 4.1(5) below)

5) **Contract Risk Assessment Review:** The awarded contractor shall review and provide a risk assessment and vulnerability identification of the Court's contracts with information technology vendors, insurance carriers, and any other applicable agreements.

6) **Gap Analysis**: The awarded contractor shall identify weak or missing strategies, structures, policies, procedures, and technological capabilities. Contractor may use NIST CSF 2.0 standards and guidelines as part of analysis.

7) **Recommendations for Updated Governance and Procedure Plan:**

Upon completion of the study, the awarded Contractor shall provide a written recommendation for the following components:

a) **Governance Roadmap**: A report of all findings including references with evidence and recommended next steps and custom action plans. This can also include a virtual dashboard component for visibility and collaboration across multiple leadership users.

b) **Policy and Procedure Development**: A customized plan for Policy and Procedure development and revision based on identified findings and the Court's overall direction and goals. This would include recommended ownership of any new or adjusted policies.

c) **Staff Training**: Training for identified Court staff, including governance responsibilities, roles, expectations, and vendor risk education.

8) **Written Report Upon Completion:** Upon completion, the awarded Contractor shall provide the Court with a written report, including but not limited to the methodologies that were used for reviews and analysis, key findings, and recommendations.

9) **Virtual or In-Person Presentation of Findings and Recommendations:** The awarded Contractor shall also virtually or in-person present the methodologies that were used for reviews and analysis, key findings, and recommendations to Court stakeholders.

5. Court Responsibilities

The Court shall collaborate with the Contractor through the duration of the contract period. The Court will also review status reports to ensure deliverables are met timely. The Court will distribute

funds to Contractor on a reimbursement basis for costs incurred following the receipt of an appropriate invoices and supporting documentation.

6. Proposal Response Criteria:

Proposal responses shall be formatted and submitted in a single PDF format. Proposals shall be completed in chronological order, utilizing the same categories and subcategories as listed below. It is the respondent's responsibility 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.

6.1 Executive Summary:

All Respondents shall include an executive summary detailing their understanding of the scope of work and overall objectives. The summary shall also include the name and title of the individual(s) involved in the preparation of the proposal response, and the name, title, and contact information to which inquiries should be directed. In addition, all respondents shall complete and include the attached **Appendix A / Letter of Transmittal.**

6.2 Respondent Experience and Qualifications:

The successful Respondent shall have a minimum of five years of experience in completing the services as identified herein, including documented experience completing said services for public sector entities. Respondent shall provide a summary of such experience and relevant qualifications in completing related services to those identified herein, including related to public sector entities. In addition, provide a minimum of five projects (references) of similar scope that were completed in the last five years. For each project, please include the name and brief description of the project, name of entity, and name and contact information for a current point of contact. The Supreme Court of Ohio, nor any current staff, may be identified as a reference.

6.3 Evaluation Approach:

1) All Respondents shall describe the proposed approach to providing services and include the following items:
    a) Data collection approach;
    b) Analysis plan;
    c) Deliverables, including examples of any written reports, virtual dashboards, and executed training plans;
    d) Timeline

6.4 Key Personnel and Capacity:

All Respondents shall identify and define the roles of the person who shall serve as the project manager and/or lead for the project, as well as all key personnel that will be assigned to this project. For each key personnel, please include detailed information in relation to their experience in

completing similar projects. In addition, a current resume or curriculum vitae for all key personnel shall be included in the proposal response.

6.5 Cost Proposal:

Respondents shall complete **Appendix B / Cost Proposal Form** to provide all cost assumptions and components. Failure to complete and submit in its entirety may result in the proposal being found non-responsive. Alternate forms will not be accepted. No additional payment will be made for fringe benefits, travel time, travel-related expenses or indirect costs.

7. Evaluation Criteria:

All responsive proposals received will be reviewed and evaluated by a team of representatives identified by the Court. The Court may accept or reject any and/or 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.

Responsive proposals will be evaluated in accordance with the below criteria. It is the responsibility of the Respondent to provide all documentation as required.

CATEGORY:	PERCENTAGE:
Experience and Qualifications: Demonstrated expertise in the subject area and experience in successfully assessing similar organizations.	30%
Quality of Evaluation Approach: Proposed methodology is clear, practical, and responsive to Court goals and needs set forth in the RFP	25%
Budget and Cost Effectiveness: Proposed costs are reasonable and clearly justified.	25%
Key Personnel and Capacity: Respondent demonstrates sufficient staffing, expertise, and resources to successfully support the proposal.	20%

The Court will award one contract for this project. Following the evaluation of the bid responses, including any clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to the 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.

8. Oral Presentations:

As part of the evaluation process, Respondents who have submitted proposals may be required to appear before an evaluation committee composed of participants identified by the Court to respond to questions and/or to present additional information as requested. The Court is not required to request additional information from all Respondents who submitted a proposal response.

Representative(s) attending the oral presentation shall be qualified to respond to all questions related to the proposal. Those selected to provide an oral presentation and/or demonstration shall be notified in writing by the Court. Presentations shall be held virtually and arranged by the Court on a virtual platform of the Court's choosing. All costs associated with participation in oral presentations shall be the responsibility of the Respondent.

9. Proposal Clarification:

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

10. Reference Verification:

The Court reserves full discretion to determine the competence and capabilities of any Respondent who has 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.

11. 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 prospective Respondent's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

12. Independent Contractor:

All Respondents 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. The Respondent 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.

13. 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 180 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.

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. Respondent acknowledges and agrees that all documents submitted to the Supreme Court in response to this Request for Proposals shall become public records subject to disclosure. Documents containing trade secret, proprietary, or confidential information should not be included in a proposal or supporting materials.

    If the Supreme Court requests information from the Respondent that the Respondent deems confidential, proprietary, or trade secret information exempt from disclosure under the law, the Respondent may designate information as such and request that the information be exempt from disclosure. The Respondent must clearly designate the part or parts of the proposal that contain confidential, proprietary, or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in electronic format and clearly identified as either 'ORIGINAL COPY" or "REDACTED COPY" as well as completion of **Appendix E / Vendor Redaction Justification Log**. Respondent acknowledges that failure to properly redact information exempt from disclosure by law, clearly label all copies, and submit the required redaction log specifying a legal basis for each redaction shall result in the Supreme Court treating all information contained in the original proposal as a public record subject to disclosure and may result in the proposal response being found non-responsive.

    Respondent agrees and acknowledges that failure to comply with the foregoing requirements shall constitute a waiver of any and all rights, claims, or protections regarding

the confidentiality, secrecy, or limitation on use or disclosure of such information. The Supreme Court shall have no obligation to maintain the confidentiality of, or restrict the use or disclosure of, any information contained in the proposal and supporting materials. Respondent further acknowledges that the mere inclusion of a footer, watermark, or other general marking indicating "confidential," "proprietary," or similar designation is not sufficient to claim exemption from disclosure under applicable law.

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.

15. Insurance Requirements: Contractor must carry insurance that complies with the requirements of **Appendix D / Minimum Scope and Limit of Insurance**. Confirmation of such insurance shall be provided to the Court upon request.

Supreme Court of Ohio - Administrative Policies (Appendix C):

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.

Administrative Policy 20 – Employee Use of Court Equipment

The Court has standards and expectations regarding use of Court equipment. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 20 (Employee Use of Court Equipment), a copy of which is attached.

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.

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.

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.

14. Appendices:

Appendix A: **Letter of Transmittal**

Appendix B: **Pricing Response Form**

Appendix C: **Supreme Court of Ohio – Administrative Policies**
Administrative Policy 5 – Equal Employment Opportunity
Administrative Policy 20 - Employee Use of Court Equipment
Administrative Policy 22 – Alcohol and Drug Free Workplace
Administrative Policy 23 – Weapons and Violence Free Workplace
Administrative Policy 24 – Discrimination and Harassment

Appendix D: **Minimum Scope and Limit of Insurance**

Appendix E: **Vendor Redaction Justification Log**

Appendix A

Letter of Transmittal

The Supreme Court of Ohio
RFP #401
Cybersecurity Risk Assessment
October 2026

The Respondent's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, ZIP Code: _____

Respondent's Phone Number: _____

Respondent's E-mail Address: _____

Form of Ownership: ☐ Sole Proprietorship ☐ Franchise ☐ Partnership
☐ Corporation ☐ Joint Venture ☐ LLC
☐ Other (Please Specify): _____

Owner(s) of Entity, if private: _____

If a corporation, state of incorporation: _____

Federal Identification Number: _____

State of Ohio Supplier ID Number (if registered): _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative and have read, reviewed, and are submitting this proposal for consideration on behalf of your business entity.

Appendix B

Cost Proposal Form

The Supreme Court of Ohio
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PRODUCT OR ACTIVITY DESCRIPTION	PRICE	ASSUMPTIONS
Please list all costs associated with providing the services as specified in the RFP. Please itemize all distinct major services, activities, and deliverables		
QUOTATION TOTAL:		

Additional Notes:

Appendix C

The Supreme Court of Ohio
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Cybersecurity Risk Assessment
October 2026

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 20. Employee Use of Court Equipment.

This policy is intended to establish consistent standards and expectations regarding the use of equipment by employees in the performance of their duties with the Supreme Court.

(A) Standard of Care. The appropriate use of Court equipment can improve the efficiency of the Court and its employees. As a result, employees should use a reasonable standard of care when using Court equipment.

(B) Personal Use. Except as provided in paragraph (H)(2) of Adm.P. 17 (Employee Code of Ethics), the occasional personal use of Court telephones, copiers, fax machines, wireless data cards, and the computer network by an employee is permissible, but those instances should be kept to a minimum, both in the frequency of use and duration. The personal use of all other Court equipment by an employee is prohibited. Any personal use of Court equipment shall not unduly interfere with the work of the employee, the efficiency of the division, office, or section to which the employee is assigned, or the Court. An employee may be required to reimburse the Court for the personal use of Court equipment pursuant to Guidelines developed by the Administrative Director.

(C) Telephones and Fax Machines. An employee should exhibit the highest standard of professionalism when using the telephone, including cellular telephones. This standard includes answering incoming calls in a timely manner, identifying one's work unit and name, and regularly checking and updating voice mail messages.

An employee shall not place personal long distance calls or long distance fax transmissions at Court expense, except as permitted by paragraph (B) of this policy and paragraph (G)(1) of Adm.P. 32 (Travel).

> **(1) Privacy.** Pursuant to Adm.P. 7 (Access to Employee Work Environment), an employee does not have a right of privacy in telephone calls or fax transmissions sent or received through the Court's telephone system.
>
> **(2) Safeguards.** To safeguard the integrity of the Court's telephone system, an employee shall not knowingly monitor, intercept, record, or attempt to monitor, intercept, or record any telephone or fax communications of another employee without the approval of the employee or the Administrative Director.

(D) Assignment of Cellular Telephones and Wireless Data Cards.

> **(1) Request for assignment.** An employee may request a cellular telephone or wireless data card by properly completing a Request and Agreement for Use of a Cellular Telephone or Wireless Data Card Form (copy available on Center Source) and submitting it to the employee's division director. The division director shall approve the assignment of the device to the employee upon a demonstration that the device is essential to the performance of the employee's assigned duties and responsibilities with the Court. The form shall then be submitted to the Chief Financial Officer, who shall approve the request upon a

demonstration that there is sufficient funding available for the assignment of the device to the employee's use. The form shall then be submitted to the Director of the Office of Information Technology or the director's designee for the assignment of the device.

(2) Renewal of assignment. In June of each year, in a process determined by the Chief Financial Officer and the Director of the Office of Information Technology or their designees, each employee who is assigned a cellular telephone or wireless data card shall resubmit a properly completed Request and Agreement for Use of a Cellular Telephone or Wireless Data Card Form to the employee's division director, who shall approve the request pursuant to the standards set forth in paragraph (D)(1) of this policy.

(3) Use for Court business purpose. An employee who is assigned a cellular telephone or wireless data card shall restrict the use of the device to Court business. However, an employee may occasionally use the device for personal purposes as permitted by paragraph (B) of this policy.

(4) Damage, loss, and theft. An employee who is assigned a cellular telephone or wireless data card shall safeguard the device from damage, loss, and theft. If the device is damaged, lost, or stolen, the employee shall immediately notify the Director of the Office of Information Technology or the director's designee. If theft is suspected, the employee shall also file a police report.

(E) Computer Network. An employee may use the Court's computer network, including its hardware, software, e-mail system, and the Internet, through a computer assigned for the employee's use, or through dial-up or Internet connections or other devices as approved by the Director of the Office of Information Technology

(1) Privacy and security. In using the Court's computer network, an employee should use care and discretion to preserve the security of the network and the confidentiality of the information it contains.

Pursuant to Adm.P. 7 (Access to Employee Work Environment), an employee does not have a right of privacy in e-mail messages or any electronic transmissions sent or received through the Court's computer network or through the Internet as such transmissions may be sent over private lines, are subject to interception and monitoring, and may be retrieved even after apparently being deleted. An employee does not have a right to privacy in Internet sites visited through the Court's computer network.

(2) Safeguards. To safeguard the integrity of the Court's computer network, an employee shall not knowingly do any of the following:

- Let any person who is not an employee use the Court's computer network without permission of a Senior Staff employee, except for the public access terminals maintained by the Court;

- Provide the employee's password or other identification to a person who is not an employee of the Office of Information Technology that allows that person to use the Court's computer network. An employee who gives the employee's password to an employee of either of these offices for troubleshooting or administrative purposes should change the password upon completion of the work;

- Attempt to break or hack into the Court's computer network or to obtain another employee's computer network password;

- Monitor, intercept, record, or attempt to monitor, intercept, or record any network traffic, including another employee's e-mail activity or use of the Internet, without the approval of the employee or the Administrative Director.

(3) Copyright protection. An employee shall not knowingly duplicate or disseminate material that the Court has a legal obligation to protect under federal copyright law.

(4) Additions to computer network. An employee shall not knowingly connect or add any non-work related hardware, software, or other device to the Court's computer network, including a computer assigned for the employee's use, without the approval of the Director of the Office of Information Technology or the director's designee.

(5) Prohibited uses of computer network. An employee shall not use the Court's computer network for any of the following:

- Any purpose that violates a law of the United States or the State of Ohio;

- Any purpose that violates an Administrative Policy or Guideline;

- Any purpose involving a private business or commercial enterprise;

- Any political fundraising or campaign-related activities, or for any other political purpose;

- Any advertising or public relations purpose that is not Court-related;

- Any activity that interferes with the Court's computer network, damages Court computer hardware, or alters the software on other Court computers;

- Any activity or series of activities that adversely affect the availability, confidentiality, or integrity of the Court's computer network;

- Any activity that may cause congestion or disruption of the Court's computer network, including such activities as the distribution of chain letters or unsolicited advertising;

- Participating in chat rooms, listservs, and newsgroups that are not related to legal or court management issues;

- Obtaining access to or distributing material that is obscene or pornographic;

- Sending harassing or offensive statements, including disparagement of others based on their race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability;

- Seeking or obtaining information about files, documents, or other data that are private, confidential, or otherwise not open to public inspection, unless specifically authorized to do so by the file owners; or copying, modifying, or deleting such files, documents, or data without authorization. Employees shall take all reasonable precautions to prevent the inadvertent dissemination of another's information via the Court's computer network;

- Registering another employee to a chat room, newsgroup, bulletin board, e-mail group, or other computer activity without the approval of the other employee.

Effective Date: July 1, 2003
Amended: January 1, 2004; January 1, 2006; April 1, 2009; August 27, 2025

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 D

The Supreme Court of Ohio
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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.

Appendix E

Vendor Redaction Justification Log

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Once a contract is awarded, opened proposals are public records. Please identify any redactions that would need to be made to your proposal as well as identify the applicable legal basis and public records exemption for such redactions in the chart below.

Document Title and Page Number	Legal basis for each redaction and summary of specific facts supporting the legal basis for each redaction.