

# The Supreme Court of Ohio

## REQUEST FOR QUOTATION

**RFQ No. 301**

### **REPLACEMENT AND INSTALLATION OF FRAME MOUNTED END SUCTION HOT WATER PUMPS**

**ISSUING OFFICE: BUILDING SERVICES**

**Date of Issuance: January 23, 2026**

As described here, the Supreme Court of Ohio is soliciting quotations for the procurement, replacement, and installation of five 7.5-horsepower hot water pumps and related equipment to maintain operational efficacy at the Thomas J. Moyer Ohio Judicial Center.

**Response Due Date: February 9, 2026, at 12:00 p.m. EST**

### **NOTICE**

R.C. Section 9.24 prohibits the Supreme Court from awarding a contract to any Respondent 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, a Respondent warrants that it is not now, and will not become prior to the award of any contract arising out of this Request for Qualifications, subject to an unresolved finding for recovery under R.C. Section 9.24, without notifying the Supreme Court of such finding.

## **1. Overview:**

The Supreme Court of Ohio (“Court”), Office of Building Services, through this Request for Quotation (“RFQ”), is soliciting quotations for the procurement, delivery, and installation of five water pumps, as well as VFDs, and other supplemental equipment at the Thomas J. Moyer Ohio Judicial Center (“TJMOJC”) located at 65 South Front Street, Columbus, Ohio. Quotation submissions shall include the water pumps, related equipment, installation services, and extended warranty with preventive maintenance.

For the purpose of this RFQ, “Respondent” is defined as the entity or individual that submits a response in relation to this RFQ, and “Contractor” refers to the successful Respondent awarded the contract.

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

### **2.1 Questions and Clarifications Related to RFQ:**

All questions in relation to this RFQ shall be submitted in writing to Brent Flanik, Procurement Administrator: [Brent.Flanik@sc.ohio.gov](mailto:Brent.Flanik@sc.ohio.gov) **no later than January 29, 2026, by 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 Quotation Submission:**

Quotations submitted in response to this RFQ must be received by the Court, via email, **no later than February 9, 2026, by 12:00 p.m. EST.** All responses shall be sent directly to Brent Flanik, Procurement Administrator: [Brent.Flanik@sc.ohio.gov](mailto:Brent.Flanik@sc.ohio.gov). Responses received after this date and time shall be considered late, and as a result, will not be considered for evaluation and award.

Respondents may submit their response at any point before the submission deadline. The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all quotations. The preparation of this quotation 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 RFQ. 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.

RFQ Issuance	January 23, 2026
Deadline for Submitting Questions	January 29, 2026 at 12:00 p.m. EST
Final Addendum to be Issued (If Applicable)	February 2, 2026
Quotation Responses Due	February 9, 2026 at 12:00 p.m. EST
Evaluation Complete (Estimated)	Mid-February, 2026
Installation and Project Completed	June 30, 2026

### **3. Communication with Court Personnel:**

Respondent shall not meet, or initiate Communication, with Court staff during the RFQ process, except as otherwise provided in this RFQ, or with respect to current or ongoing work. The RFQ 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 or initiate contact during the RFQ process, other than that expressly authorized by the RFQ, may result in the disqualification of said Respondent.

### **4. Scope of Work:**

It is the intent of this Request for Quotation (“RFQ”) to solicit quotations for purchase, replacement, and installation of five 7.5-horsepower hot water pumps – two primary loops and three secondary loops. The three secondary loops also require Variable Frequency Drives, and all pumps will require additional supplementary equipment replacement as described in the RFQ.

Quotation submissions shall include all pumps with 2-year extended warranty protection from date of installation with onsite preventive maintenance necessary to maintain warranty, as well as all services for installation, removal, and disposal of current units. All products and services shall be awarded as one contract.

#### **4.1 Product List and Description:**

An itemized product listing of pumps, installation services, extended warranty with preventive maintenance, VFDs and other equipment to be procured as detailed below:

**1. Grundfos LF Frame Mounted 7.5 Horsepower Water Pumps:** With requested components listed below:

- a. Quantity: 5
- b. Enclosure: ODP
- c. Voltage: 230/460 V
- d. Phase: 3 Phase
- e. Cycle: 60
- f. Frame Size: 213T

**2. Variable Frequency Drives:** The VFDs are used for adjusting flow or pressure to the actual demand for the secondary hot water loops.

- a. Quantity: 3
- b. Must be Danfoss model and compatible with pump equipment in Section 4.1.1

**3. Additional Equipment:**

- a. Rubber Expansion Joints
  - i. Five total: 4-inch (quantity: 2) and 6-inch (quantity: 3)
- b. Suction Diffuser/Strainer
  - i. Quantity: 5
- c. Triple Duty Valve
  - i. Quantity: 2 (one for each primary loop)
- d. Silent Check Valve
  - i. Quantity: 3 (one for each secondary loop)

**4. Freight and Handling – F.O.B. Destination, Freight Prepaid & Allowed:**

- a. **Freight & Handling:** The freight terms for this purchase shall be F.O.B. Destination, Freight Prepaid and Allowed.

The Respondent shall include all freight costs associated with this purchase in their quotation. The Contractor shall own all goods in transit and be liable for delivery to the point of destination (i.e., the Court).

**5. Replacement, Installation, and Disposal:** Costs shall be included in the Respondent's quotation and will include the following:

- a. Removal and disposal of current pumps
- b. Installation of three new VFDs for secondary loops.
- c. Installation of five new Rubber Expansion Joints, two Triple Duty Valves, and three Silent Check Valves.

\*(See Section 4.2 for additional details on delivery and installation.)

6. **Two-Year (2-year) Extended Warranty Protection with Onsite Preventive Maintenance Service:** Two-year (2-year) extended warranty protection with onsite preventive maintenance service necessary to maintain warranty, per unit, which includes the following:
  - a. On-site service coverage Monday–Friday from 8:30 a.m.–5:00 p.m.
  - b. All labor, travel time, and travel expenses
  - c. All replacement parts required for preventative maintenance
  - d. Unlimited access to 24/7 Technical Support

#### **4.2 Delivery, Offloading, Uncrating, and Removal of Packing Materials:**

1. **Delivery Hours / Days:** Delivery of all equipment shall be during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday.
2. **Delivery Dock, Offloading and Uncrating:**
  - a. **Delivery Dock:** Equipment shall be shipped on heavy-duty pallets / crates, and delivery shall be made to the Court’s delivery dock which is located at 66 Civic Center (west side of the building).
  - b. **Offloading and Uncrating:** Delivery trucks shall pull into the cutouts on Civic Center Drive. At that point, the equipment can be unloaded from the delivery trucks utilizing the Contractor’s forklift and equipment; the Court’s tools and equipment shall not be utilized. Equipment shall be uncrated at the loading dock before it is moved to the area where it will be installed.
3. **Removal and Disposal of All Cartons and Packing Materials:** Contractor shall be responsible for both the removal and disposal of all cartons and packaging. The Court’s dumpsters shall **not** be used for disposal of these materials.

#### **4.3 Installation and Testing:**

The Contractor shall oversee the installation of all pumps, loading of any and all software, and final system testing of all equipment to confirm each system works correctly and to ensure a successful launch of each new system. All hot water and heating elements of the TJMOJC must remain operational at all times. A staggered installation may be required to ensure full operational functionality throughout the project.

#### **4.4 Court-Provided Services:**

To aid in the successful installation and implementation of the new equipment, the Court will provide a Project Contact 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.

#### **4.5 Contractor-Provided Services:**

Unless otherwise specified, services the Contractor shall provide include, but are not limited to, the following:

1. **Labor and Materials:** Providing all labor and materials required to ensure the successful completion of this project.
2. **Collaboration with Court Staff:** Throughout the life of the project, collaborating with Court staff to ensure the equipment and installation services are procured in an agreed upon timely schedule.
3. **Removal and Disposal of Existing Pumps:** All existing pumps currently in use with the Court will be removed and disposed prior to installation of the new corresponding equipment. The Court's dumpsters shall not be used for disposal of these materials.
4. **Completion of Project:** It is the Court's intention to have successfully completed the installation of all new pumps no later than June 30, 2026, or sooner, unless a mutually agreed upon contract extension has been granted.

#### **4.6 Contractor Responsibilities:** For this project, the Contractor shall be responsible for the following:

1. **Product Ordering, Estimated Delivery Date, and Tracking Shipment Date:** After the Contractor has ordered the equipment, the Court shall be provided with an estimated delivery date after receipt of order.
2. **Training of Operations Staff:** On-site training for up to 10 people within 30 days of installation completion.
3. **Insurance Requirements:** Contractor must carry insurance that complies with the requirements of **Appendix E / Minimum Scope and Limit of Insurance**.

#### **5. RFQ Pricing:**

As indicated above in Section 4, all freight, delivery, equipment, materials, software, installation services, and training shall be included within Respondent's quotation. No additional payment will be made for fringe benefits, travel time or travel-related expenses.

Pricing shall be inserted into **Appendix B / Pricing Response Form**. No other pages or forms shall be used other than Appendix B when submitting pricing.

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

### **6.1 Format and Content of RFQ Response:**

RFQ responses shall be formatted and submitted in a single PDF file. The information and documentation noted below is to be included with Respondent's RFQ response when submitted:

1. **Appendix A – Letter of Transmittal**
2. **Appendix B – Pricing Response Form**
3. **Appendix C – Vendor Redaction Justification Log**

It is the responsibility of the Respondent to ensure that sufficient documentation has been included to satisfy the requirements specified within the RFQ response. Failure to meet any of these submission requirements may result in the quotation being found nonresponsive.

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

Respondents shall include the following in their responses:

1. **Cover Letter:**
  - a. **Contact Information:** The cover letter shall include the legal name, title, and address of the individual(s) involved in the preparation of the RFQ response. If inquiries relating to the RFQ 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 response should be directed.
  - b. **Proximity of a Local Branch to the Court**
2. **References:** Respondents shall provide a minimum of three current references from entities in which similar equipment, installation comparable in scope and size, and preventive maintenance have been provided (i.e., type of pumps, size of building, number of employees in the building, etc.) and installed by the Respondent within the last three years.

References shall include the name of the entity, type of equipment installed, dates in which project was completed, and the name and contact information of the person with whom the Court may verify the reference.

3. **Product Specifications:** Respondents shall provide a list of specifications for each pump, including the following information:
  - a. Flow needed (in USgpm)
  - b. Head needed (in feet)
  - c. Temperature needed (in degrees Fahrenheit)
  - d. Net Positive Suction Head required (NPSHr) (in feet)

- e. Impeller Diameter (in inches)
- f. Maximum and minimum Impeller Diameter (in inches)
- g. Efficiency (percentage)
- h. Suction (in inches)
- i. Discharge (in inches)
- j. Pump Energy Index (in CL)

4. **Timeline:** Respondents shall provide a timeline of the project including product ordering and arrival on site, and installation of all requested elements. The Court requests all product be installed by June 30, 2026.

**7. Subcontractors:**

As a portion of their RFQ responses, Respondents shall identify in **Appendix B**, in the section designated for “Subcontractors (if applicable) / Additional Notes.” any subcontractors that they intend to utilize and elaborate on what work or services any subcontractor will perform. All subcontractors shall work at the sole expense of the Respondent, and the Respondent shall be solely responsible for ensuring proper payment to the subcontractors. The 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.

**8. Evaluation Criteria:**

All quotations received in response to this RFQ shall be reviewed and evaluated by a team of representatives (“Evaluation Committee”) identified by the Court based on lowest price and the best overall value to the Court. Nonresponsive quotation responses are defined as those that do not meet, or are not compliant with, the requirements as specified in the RFQ and will not be considered.

Responsive quotations shall be evaluated in accordance with the RFQ response criteria specified above in Section 6 and as itemized below, including price, along with any requested supporting documentation, as well as prior conduct and performance, as applicable. Corresponding weights have been assigned to each of the categories listed below:

CATEGORY:	PERCENTAGE
<b>Price Proposal (Section 5 &amp; Appendix B):</b> Price will be a factor in the final award, but it is <i>not</i> the only component. Examination and comparison of Respondent's quotation, 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.	60%
<b>Timeline and Approach (Section 6.2.4):</b> Feasibility and timeliness of the project schedule, demonstrating the ability to meet requested deadlines. Approach and strategy to the project itself.	25%
<b>References and Experience (Section 6.2.2):</b> Demonstration of Respondent's overall capabilities and experience in providing, installing and conducting preventative maintenance on equipment similar to what is specified in this RFQ. Evidence of the depth and breadth of experience in servicing comparably sized locations, as well as feedback from references on Respondent's reputation.	15%

## 9. Proposal Clarification:

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

## 10. 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 or guarantee that a contract will be awarded.

## 11. Contract Award:

Following the evaluation process, including any clarifications and BAFOs, the Court shall proceed in recommending a contract award be made to the Respondent that has been determined to provide the lowest price and the best overall value to the Court.

The Court will award one contract for this project. If 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 the Respondent. In such an event, the Court reserves the right to enter into negotiations with an alternate Respondent.

**12. Contract Term:**

1. The anticipated term of the resulting contract shall be from its date of execution through June 30, 2026, or until successful completion of this project including all elements outlined in Section 4 (Scope of Work), whichever comes first.
2. The extended warranty coverage period with onsite PM will commence upon the date of the successful completion of the installation of this system and will run for a period of 2 years. The extended warranty period may be renewed for 2 additional one-year periods upon the mutual agreement of both parties.

**13. 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.

**14. 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 RFQ.
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 RFQ, 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 RFQ 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 RFQ 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 RFQ, 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.” 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 RFQ 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. Supreme Court of Ohio — Administrative Policies (Appendix D):**

**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 20 — Use of Court Equipment:**

The Court intends to establish consistent standards and expectations for the appropriate standard care when using Court equipment. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 20 (Use of Court Equipment), a copy of which is attached.

**3. 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.

**4. 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.

**5. 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.

**16. Appendices:**

**Appendix A: Letter of Transmittal**

**Appendix B: Pricing Response Form**

**Appendix C: Vendor Redaction Justification Log**

**Appendix D: Supreme Court of Ohio – Administrative Policies**

Administrative Policy 5 – Equal Employment Opportunity

Administrative Policy 20 – 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 E: Supreme Court of Ohio – Liability & Insurance**

## Appendix A

### **Letter of Transmittal**

**The Supreme Court of Ohio  
RFQ #301  
Replacement of Hot Water Pumps  
January 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.

Supreme Court of Ohio  
 OFFICE OF BUILDING SERVICES  
 RFQ #301  
**APPENDIX B -- PRICING RESPONSE FORM**

**GRUNDFOS LF FRAME MOUNTED 7.5 HORSEPOWER WATER PUMPS  
 SHIPPING/HANDLING/DELIVERY, INSTALLATION, REMOVAL AND DISPOSAL  
 AND 2-YEAR EXTENDED WARRANTY WITH PREVENTATIVE MAINTENANCE**

PRODUCT DESCRIPTION	QUANTITY NEEDED	PRICE PER UNIT	EXTENDED PRICE
<b>Replacement of Grundfos LF Frame Mounted 7.5 Horsepower Water Pumps (Section 4.1.1):</b>			
Grundfos LF Frame Mounted 7.5 Horsepower Water Pumps - Primary Loop	2		
Grundfos LF Frame Mounted 7.5 Horsepower Water Pumps - Secondary Loop	3		
Additional costs:			
<b>Replacement of VFD's for three secondary water loops (Section 4.1.2):</b>			
Variable Frequency Drives (Danfoss)	3		
Additional costs:			
<b>Replacement of Rubber Expansion Joints (Section 4.1.3):</b>			
4-inch Rubber Expansion Joint	2		
6-inch Rubber Expansion Joint	3		
Additional costs:			
<b>Replacement of Triple Duty Valves for Primary Loops (Section 4.1.3):</b>			
Triple Duty Valve	2		
Additional costs:			

<b>Replacement of Silent Check Valves for Secondary Loops (Section 4.1.3):</b>			
Silent Check Valves	3		
Additional costs:			
<b>Replacement of Suction Diffuser/Strainers (Section 4.1.3):</b>			
Suction Diffuser/Strainer	5		
Additional costs:			
<b>FREIGHT (FOB Destination, Freight Prepaid &amp; Allowed), HANDLING, DELIVERY, INSTALLATION, SYSTEM TESTING (Section 4.1.4 &amp; 4.1.5):</b>			
Freight, Handling and Delivery (terms detailed immediately above)			
Disposal of current units			
Labor and Installation of system unit(s). Final system testing of all equipment.			
<b>2-YEAR ONSITE EXTENDED WARRANTY WITH PREVENTATIVE MAINTENANCE (Sec. 4.1.6):</b>			
2- year Onsite Warranty with PMI			
Any additional/miscellaneous costs not otherwise described:			
<b>QUOTATION TOTAL:</b>			
<b>SUBCONTRACTORS (if applicable) / ADDITIONAL NOTES (Section 7):</b>			
<b>Additional Notes:</b>			

## Appendix C

### **Vendor Redaction Justification Log**

**The Supreme Court of Ohio  
RFQ #301  
Replacement of Hot Water Pumps  
January 2026**

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.

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

**Appendix D**  
The Supreme Court of Ohio  
RFQ #301  
Replacement of Hot Water Pumps  
January 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 E

The Supreme Court of Ohio

RFQ #301

Replacement of Hot Water Pumps

January 2026

### **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.