

The Adjutant General's Department



**STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 WEST DUBLIN GRANVILLE ROAD
COLUMBUS, OHIO 43235-2789**

CONTRACT FOR: ANTI-TERRORISM/FORCE PROTECTION PROGRAM MANAGEMENT

CONTRACT NUMBER:

EFFECTIVE DATES: 07/01/2022 TO 06/30/2025

The Adjutant General's Department (ADJ) has accepted proposal submitted in response to a Request for Proposals dated May 25, 2022 (number SRC000004310) that opened on June 9, 2022. The evaluation of the proposals has been completed. The contractors listed here in have been determined to be the lowest most responsive and responsible, and they have been awarded the contract for the services listed. The respective proposal, including proposal submission instructions, Standard Terms and Conditions, Special Terms and Conditions, any amendments to the RFP, specifications, pricing schedules, Scope of Work, and any attachments incorporated by reference and accepted by ADJ become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

ANTI-TERRORISM/FORCE PROTECTION MANAGEMENT

OBJECTIVE

The AT/FP program ensures the protection of all Ohio National Guard units through the development, coordination and implementation of policies and procedures.

SCOPE OF WORK

- Assist in the development and dissemination of AT plans, guidance, and mandatory standards for protecting ARNG personnel, information, critical resources, key assets, and critical infrastructure from acts of terrorism.
- Assist in the development and dissemination of AT specific Risk Assessments for special events, mobilizations, assets, facilities, and installations.
- Assist in the development of required annual and emergent Threat Assessments for special events, mobilizations, assets, facilities, and installations.
- Assist in the development and dissemination of a Random Antiterrorism Measures Program (RAMP) to all subordinate units within the State and tracking RAMP measures implemented throughout the State.
- Assist in the preparation and maintenance of contingency plans for the mitigation, alert, response, recovery, and reporting of terrorist events or actions.
- Assist in the coordination with Federal, State, Local and Military law enforcement to develop, update, and support the State AT program and share critical resources.
- Assist in the coordination with Federal, State, Local and Military law enforcement in the conducting, publishing and dissemination of annual State specific threat assessments and assist subordinate elements in conducting localized threat assessments.
- Ensure Level I-IV AT Training and Security Engineering is conducted and tracked for all ARNG personnel within the State and ensuring AT training is incorporated into unit training plans and pre-mobilization training.
- Assist in the development and planning of annual State level AT exercises.
- Assist in conducting annual vulnerability assessments for subordinate installations, facilities and sites and pre-deployment vulnerability assessments for deploying units.
- Assist in conducting annual AT program reviews and evaluation of subordinate AT programs.
- Assist in the organization of command and staff relationships regarding AT and assistance in the establishment of a functional AT Committee and Threat Working Group.
- Assist in AT resource management and ensuring AT funding requirements are identified during the Program Objective Memorandum (POM) and prioritized based on threat, vulnerability, and criticality.
- Manage State Core Vulnerability Assessment Management Program (CVAMP) entries.
- Assist in conducting AT review of military construction (MILCON) projects.
- Assist in the maintenance of State AT program products on both the ARNG community within the Antiterrorism Enterprise Portal, (ATEP), and the Force Protection page on Guard Knowledge Online, (GKO).
- Assist the ATO in the designation of High-Risk Personnel within the State and ensuring individuals so designated receive appropriate resources and additional training per AR 190-58.
- Travel
The employee will not be required to travel for training, coordination briefings, etc. to various locations both in-state and out-of-state. Requests for authorization of travel must be submitted in writing fifteen (15) days prior to the travel date. Only travel approved by the ADJ, in writing, will be reimbursed to the employee.

Reimbursement shall be made according to the State of Ohio travel rules and rates. The employee will be reimbursed for lodging at a hotel in accordance with GSA rates in the given locale and only for the length of time necessary to meet the training or other ADJ approved requirements for this position. Lodging expenses over GSA rates will not be reimbursed without completing an

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exception request 30 days prior to the travel departure date. Exception requests should only be submitted when all reasonable lodging options in the area exceed GSA rates for a 1-star to 3-star hotel. Travel must be scheduled and reimbursed per the Office of Budget Management's (OBM) Travel Rules and rates. Rates must be exempted from state taxation (documentation will be provided). The reimbursable rates can be found by [clicking here](#).

- When travelling the employee will be reimbursed for meals and non-alcoholic refreshments at allowable Per Diem rates.
- Reasonable expenses associated with employee travel will be reimbursed at cost not to exceed the rates detailed in the OBM's Travel Rule.
- The employee must submit receipts for travel expenses in order to be reimbursed.

STANDARD TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

A. **APPROPRIATION OF FUNDS:** The Adjutant General's funds for this project are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the ADJ under this Contract, the ADJ will be released from its obligations on the date funding expires. The current General Assembly cannot commit a future General Assembly to an expenditure; therefore, this Contract will automatically expire at the end of the current applicable biennium. The ADJ may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the ADJ of the decision to do so. Furthermore, funding for this project is also dependent on the availability of cooperative agreements through the National Guard Bureau, Office of Grants and Cooperative Agreements, NGB-PARC-A, utilizing NGR 5-1. If at any time these funds are no longer available, the ADJ will be released from its obligations on the date funding ceases.

B. **OBM CERTIFICATION:** None of the rights, duties, or obligations in this Contract will be binding on the ADJ, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the ADJ.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the ADJ is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION/ SUSPENSION

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the ADJ may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the ADJ.

a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the ADJ may terminate the Contract by written notice to the Contractor.

b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the ADJ will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the ADJ may terminate the Contract. If the ADJ does not give timely notice of a default to Contractor, the State has not waived any of the ADJ's rights or remedies concerning the default.

c. **Termination for Persistent Default.** The ADJ may terminate this Contract by written notice to Contractor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the ADJ has notified Contractor of its third default, the ADJ may terminate this Contract without providing Contractor with an opportunity to cure if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in anyway.

d. **Termination for Endangered Performance.** The ADJ may terminate this Contract by written notice to the Contractor if the ADJ determines that the performance of the Contract is endangered through no fault of the ADJ.

e. **Termination for Financial Instability.** The ADJ may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

f. **Termination for Delinquency, Violation of Law.** The ADJ may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The ADJ also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the ADJ may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

g. **Termination for Subcontractor Default.** The ADJ may terminate this contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its

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subcontractors for any suspension or termination and will indemnify the ADJ for any liability to them. Subcontractors will hold the ADJ harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. Termination for Failure to Retain Certification. Pursuant to Section 123.151 and 123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the ADJ may immediately cancel the contract.

i. Termination for Convenience. The ADJ may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the ADJ, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the ADJ to be owing to the Contractor.

j. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the ADJ. The report must detail either the work completed at the time of termination, or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the ADJ at the time of termination. Any and all work, whether completed or not, will be delivered to the ADJ along with the specified report. However, if delivery in that manner would not be in the ADJ's interest, then the Contractor will propose a suitable alternate form of delivery.

2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the ADJ may suspend rather than terminate this Contract where the ADJ believes that doing so would better serve its interest. In the case of a suspension for the ADJ's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the ADJ's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the ADJ resulting from the Contractor's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the ADJ as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. ACTUAL DAMAGES. Contractor is liable to the ADJ for all actual and direct damages caused by Contractor's default. The ADJ may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The ADJ may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the ADJ may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE. The ADJ may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the ADJ

III. CONTRACT COMPLIANCE PROVISIONS:

- A. CONTRACT COMPLIANCE: If the ADJ observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the ADJ will execute a Complaint to Vendor (CTV) to help resolve the infraction(s). The ADJ will apply the terms and conditions of the Termination provision of this Contract to resolve the infractions(s).
- B. DELIVERABLES: The Contractor may not provide any other goods or services under this Contract without an amendment to this Contract. Also, the Contractor may not charge any other prices for these goods or services, except for those provided by contract.

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- C. **INSURANCE:** The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Commercial General Liability (CGL): written 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 or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.

4. Cyber liability (first and third party) with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

5. The insurance policies are to contain the following provisions:

Additional Insured Status

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the State of Ohio, its officers, officials, and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

Contractor shall provide State of Ohio with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense

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expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

Claims Made Policies

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

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

Verification of Coverage

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances:

IV. PARTIES TO THE CONTRACT:

- A. **INDEPENDENT STATUS OF THE CONTRACTOR:** The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits, unemployment compensation contributions, and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

V. GENERAL PROVISIONS:

- A. **CONTRACT TERM:** This contract is in effect from the award date through June 30, 2025.
- B. **CONTRACT RENEWAL:** This Contract may be renewed solely at the discretion of the ADJ, for a period of four (4) additional years at one (1) year increments. The decision to renew this contract shall be based on mutual agreement following the negotiation of prices.
- C. **OHIO ETHICS:** All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- D. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

VI. SPECIAL PROVISIONS:

- A. **LOBBYING:** The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, or a Member of Congress, in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the

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making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the CONTRACTOR covenants and agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

- B. **ENVIRONMENTAL STANDARDS:** The Contractor agrees that its performance under this contract shall comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State or Local environmental regulation.

The Contractor shall ensure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15.5 without the concurrence of the ADJ and NGB. The Contractor shall notify the ADJ of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

For the purposes of this section, the ADJ agrees that the Contractor's obligations in paragraphs 15.2.1 and 15.2.2 of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under the Master Cooperative Agreement (MCA), that is currently or becomes, listed as a violating facility, on the effective date of the MCA, pursuant to 40 CFR Part 15.5; nor, shall the listing be the basis for the Department's termination for cause of the MCA or for the ADJ's disallowance of any cost otherwise allowable under the MCA. Subject to the availability of funds, the Contractor and the ADJ agree to cooperate to remediate, as expeditiously as possible, any facility the operation and maintenance of which is within the scope of the MCA, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

- C. **DEBARMENT AND SUSPENSION:** The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

The Final Rules, Government wide Debarment and Suspension (non-procurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof, including any amendments that may hereafter be issued.

- D. **RELOCATION AND REAL PROPERTY ACQUISITION:** The Contractor covenants and agrees that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).
- E. **COPELAND "ANTI-KICKBACK" ACT:** The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
- F. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Contractor/Vendor covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.
- G. **NATIONAL HISTORIC PRESERVATION:** The Contractor/Vendor agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

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- H. HATCH ACT: The Contractor agrees to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.
- I. CARGO PREFERENCE: Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- J. BUY AMERICAN ACT: The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
- K. USE OF UNITED STATES FLAG CARRIERS: The Contractor covenants and agrees that travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. The Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.2(b).

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COST SUMMARY FORM

Anti-Terrorism/Force Protection Management Services
RFP # SRC0000004310

Description	Cost
Provide the services of one Anti-Terrorism/Force Protection Coordinator to include all Scope of Work Requirements contained herein. Cost shall be given as a monthly rate. Rate equals the hourly rate multiplied by the hours worked in a given month. The monthly rate shall include the cost of a cell phone.	\$ 10,666.67 Per Month
Travel – Travel will be reimbursable to the Offeror. Reimbursement will be at rates in compliance with the State of Ohio Travel Rules. Only travel approved by the ADJ, in writing, will be reimbursed to the employee.	To be reimbursed on as needed basis
Total Cost \$128,000	

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CONTRACT SIGNATURES

This Contract, which results from RFP SRC0000004310, titled Anti-Terrorism/Force Protection Program Management is between the State of Ohio, Adjutant General's Department (ADJ) and

(the "Contractor").

This Contract will consist of the above referenced RFP including all attachments, written amendments to the RFP, the Contractor's proposal, and written, authorized amendments to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended.
2. The documents and materials incorporated by reference in the RFP.
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of July 1, 2022, or the occurrence of all condition's precedent specified in the Standard Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) below and unless otherwise indicated is effective as of the date of the signature by the Adjutant General's Department.

ACCEPTED BY THE CONTRACTOR

ACCEPTED BY THE STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT



Contractor or Signatory Designee for Contractor

Rodney D. (Chip) Tansill, COL, USA Retired
Assistant Quartermaster General
Adjutant General or Signatory Designee
Statutory Agent, O.R.C. 5913.09

Robert Hettler

Printed Name

President

Title

23 June 2022

Date

Date

ACCEPTED BY LEGAL COUNSEL
THE ADJUTANT GENERAL'S DEPARTMENT

28 June 2022

Date

Allen C. LaDriere, MJR USARMY OHARNG
Deputy Chief Legal Counsel

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CONTRACTOR INDEX

CONTRACTOR

0000238670

Asymmetric Technologies, LLC.

6161 Riverside Dr.

Dublin, OH 43017

RFP NUMBER: SRC0000004310

CONTRACTOR'S CONTACT

Robert Hettler

President

614-571-4102

HETTLER@asymmetric.com

TERMS: Net 30 Days