

November 20, 2015

To: County 9-1-1 Coordinators

From: Ohio 9-1-1 Program Office
Riffe Center – 19th Floor
77 South High St.
Columbus, Ohio 43215

RE: ESINet Pilot Program

County 9-1-1 Coordinator,

This letter outlines the process for submitting a proposal to participate in the Ohio ESINet Pilot Program. The current program has been operating with one rural county for over a year and the plan is to expand the pilot project by adding four additional counties. The intent of the pilot is to provide OARnet, the ESINet connectivity provider, with a variety of operational environments and implementations, which will ensure as plans develop for Ohio's NG 9-1-1 system, the network portion of the system is ready to go. This readiness considers reliability, stability, security and recovery, as well as operational data to be analyzed as the new system is designed.

Attached you will find a template MOU used by the Department of Administrative Services for co-location of equipment in the State of Ohio Computer Center (SOCC). This MOU template has a specific ESINet addendum attached and should be reviewed in its entirety as you consider making a proposal to join the pilot project. This is an example only and only applies if applicable to the individual county's desired set-up. Any questions regarding this MOU template can be directed to my contact information listed on this letter. No signature is required at this time and the MOU template will be reviewed and discussed in detail when the counties for participation are chosen.

County coordinators should consult with their 9-1-1 vendors and determine if they will submit a proposal to join the pilot. Proposals will need to include the following information:

County
Number of PSAPs (wireless and landline)
Population
9-1-1 and Network Vendor(s)
9-1-1 system and whether countywide system is i3 ready
Annual 9-1-1 Call Volume
Annual 9-1-1 Call Source: Wireless, VOIP, Landline, etc.
Ability to fund "last-mile" connectivity by diverse paths and sources
Outline of the county's NG 9-1-1 plans and why the pilot is a good fit into their plan

Continued...

Proposals returned by January 20, 2016 will be considered. Only four counties will be chosen based on the following criteria:

Geographical Diversity
Population Diversity
Vendor Diversity
County's ability to meet pilot project requirements

The sole purpose of the pilot project is to test and refine OARnet for ESINet services delivery. Should you have any questions, please don't hesitate to contact me.

Sincerely,



Rob Jackson
Ohio 9-1-1 Administrator - DAS/OIT
Ohio 9-1-1 Program Office
77 South High St - 19th Floor
Columbus, Ohio 43215
Office – (614)728.2114
E-mail – Rob.Jackson@das.ohio.gov

Partnership Agreement

between

**The Ohio Department of Administrative Services
Office of Information Technology**

and

Ohio ESINet

(9-1-1 Program Office Coordinating)

09.17.2015

Purpose

This Partnership Agreement (“Agreement”) is entered into between the Ohio Department of Administrative Services on behalf of its Office of Information Technology, 30 East Broad Street, 39th Floor, Columbus, Ohio 43215 (hereinafter referred to as “DAS OIT”) and ESINet (hereinafter referred to as “Agency”) with the DAS OIT 911 Project Office coordinating.

Overview

This Agreement sets forth the duties and responsibilities of DAS OIT and the Agency for the provision of Data Center Co-Location Services as well as sets forth aspects of the working relationship between the parties to provide the services to the Agency.

Pursuant to Section 123.01 of the Ohio Revised Code, DAS OIT maintains a building known as the State of Ohio Computer Center (hereinafter referred to as the “SOCC”). The SOCC has space available on its third floor for use by others (hereinafter collectively referred to as “Data Center Service Consumers”) for information technology (IT) and telecommunication services.

DAS OIT intends to locate a limited number of locked server rack cabinets on the third floor of the SOCC and offer to license rack space to the individual Agency for the installation and operation of the Agency IT and telecommunication servers.

The Agency is in need of space for its IT and telecommunication servers and requests that DAS OIT grant it a license to utilize rack space at the SOCC to install, operate, repair, replace, remove and maintain such servers.

DAS OIT agrees to grant a license to the Agency to install, operate, repair, replace, remove and maintain computing infrastructure (e.g., servers, storage, networking devices and related devices).

License

DAS OIT does hereby grant a license to the Agency to install, operate, repair, replace, remove and maintain servers on designated racks in the SOCC to which the Agency is granted access as set forth in the following “Duties and Responsibilities” section. DAS OIT and the Agency will mutually determine the number of racks available. DAS OIT will provide locked cabinets in which the racks will be located. DAS OIT may relocate or re-arrange the locked cabinets at its discretion, during the term of this Agreement with prior notification to the Agency. Although it is DAS OIT’s intent that the cabinets remain located on the third floor of the SOCC, if for some reason the locked cabinets need to be relocated to another floor in the SOCC, DAS OIT will notify the Agency.

The Agency shall not assign, sublicense or otherwise allow use of any designated cabinets or rack space described in this Agreement, without the prior written consent of DAS OIT. Any relocation activity will be mutually scheduled and coordinated between the partners.

Term and Termination

The initial term of this Agreement shall commence on _____ and shall expire when the pilot program is disabled to allow for statewide ESINet and/or Next Generation 9-1-1 service to be implemented. The term may be extended for up to two (2) additional periods of two (2) years (each a “Renewal Term”) upon the mutual written agreement of the parties. Either party may terminate at the end of any then current term by giving the other written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

Pricing

Pricing for these services is subject to change on an annual basis. DAS OIT will provide electronic notification at least 90 days in advance of any pricing changes directly impacting these services.

Either DAS OIT or the Agency may request minor changes to this Agreement. Such changes are to be negotiated, mutually endorsed by signatories and will result in an amendment to this Agreement or in a new Agreement if necessary.

Billing

Unless otherwise agreed to by the parties, DAS OIT will invoice the Agency on a quarterly basis based on the initially agreed-upon number of racks, and estimated electricity consumption once a pattern of use is available. If the parties agree to add or delete rack space, DAS OIT will make adjustments to its invoice for such additions or deletions on a quarterly basis. Unless otherwise specified, DAS OIT shall invoice the Agency and the Agency agrees to make such payments within 30 days of receipt of the invoice.

One-time charges are billed at the end of the month in which they are incurred or in which a project is completed. Monthly charges are billed at the end of each month. Charges for the Agency are itemized in the “Charging Details” section of this document.

Service Description

The DAS OIT Co-Location Services are offered in a Tier III capable Data Center, the SOCC, located at 1320 Arthur E. Adams Drive, Columbus Ohio. The SOCC provides reliable uptime, power redundancy and redundant cooling help to ensure uninterrupted access of critical data and applications in a secure environment. DAS OIT Data Center Co-Location Services include the following features:

Facility Usage

- Tier III capable Data Center environment (based on Uptime Institute, LLC guidelines; information is available at <http://uptimeinstitute.com/guidelines>). The availability for the facility is in excess of 99.67%.
- Services to be provided at Tier I typical (single corded with UPS and Diesel Generation backup) and Tier II typical (dual corded with dual UPS and dual Diesel Generation) for service critical applications. These services may be requested individually at the rack level and will be charged differentially
- Power
- Metered utility-grade connection for supported amperages Uninterrupted Power Supply (UPS) for short power outages
- Generator Power for power outages of longer lengths
- Climate control (HVAC)
- Fire suppression
- Critical communication about Data Center activities (via mailing list)
- 24 x 7 key card access to the Data Center for Agency individuals that are cleared via State established background check procedures
- Business Hour escorted access for Agency approved contractors and vendors.
- Pre-wired pre-positioned rack (cost of the rack, power and network) to include wiring from the OARnet or Agency Telecommunications provider demarcation or aggregation point (generally on the 2nd Floor of the SOCC) to a cable placed underfloor in the Agency area and terminated for Agency use within or between racks. Cabling (power and networking) to the Agency area will be the responsibility of DAS OIT. All inter-rack and intra-rack cabling within the area between Agency devices will be the responsibility of the Agency for all associated labor and materials.
- Rack PDU
- CRAC and CRAC power
- PDUs
- Labor and material for building cable to the area and network to the rack
- Cable trays
- Network landing zone in the area
- Building Cable
- Security, building access, credentials

Computing Features

- Procurement and Installation of computing rack and redundant Power Distribution Units (PDUs) billed to the Agency at cost. New racks and PDUs will be purchased by DAS OIT that adheres to the State standard.
- Ongoing break/fix for computing racks and PDUs billed at labor rate, plus materials. Chilled air delivered to the face of the equipment racks shall be in compliance with ASHRAE TC9.9 (2011 White Paper and the current edition) recommended temperature levels of adequate airflows to remove heat generated by racks utilizing at least 12kW electrical power each.
- Approximately 450 square feet of secured dedicated computing area in room on the 3rd floor of the SOCC with controlled access/egress.
- Biometric and camera control of the Agency computing area for Agency management and control for the Agency. Connectivity to the OARnet point-of-presence in the SOCC.
- 24x7 monitoring of power, cooling and area access by on-site security and facilities management personnel (IBM/CBRE).
- Purchase and installation of computing racks, PDU, CRAC, refurbishment of area inclusive of floor tiles.

Optional Features

- As the Agency envisions the SOCC being used for Disaster Recovery capabilities, these features are viewed by the parties as purely optional and provided at no cost as a "value add" to the Agency. Should the envisioned use of these features become more than intended, the parties agree to review the situation and discuss the costs of these features before the Agency or the State incur any costs in these areas.
- Reserved adjacent computing space for growth up to 30 racks with 45 days' notice to allow for procurement and installation.
- Additional racks provisioned with power and networking as per the above upon request.
- Provision for dedicated/diverse Internet or private network access upon request and acceptance of telecommunications carrier installation and operational costs.
- Onsite "smart-hands" services on demand for routine computing reboot, power cycling, network and configuration tasks upon the direction of the Agency billable at

\$139.00 per hour billable in fifteen (15) minute increments with billing beginning after 15 minutes of use upon the written request of the Agency.

- Equipment installation services to rack and stack equipment billed at \$139.00 per hour and materials at cost upon the written request of the Agency.

Monthly Co-Location Pricing Includes:

- Procurement and installation of computing rack and redundant Power Distribution Units (PDUs): New racks and PDUs will be purchased by DAS OIT that adheres to the State standard. Replacement of floor tiles (currently carpeted) with new floor tiles that adhere to the State standard with provision for cold-lock inserts to manage cooling to racks.
- Badging of the Agency personnel for onsite access upon completion of State background check process.
- Programming of area badge access for badged Agency personnel.
- Removal of interior features and installation of dedicated scalable cage infrastructure, access/egress doors, locks, biometrics and IP addressable security cameras.
- Power connectivity to the rack: DAS OIT will contract for the Agency any electrician charges necessary to provide power to the racks.
- Cable and cabling for networking connectivity for the rack(s) interconnections between the Agency networking equipment and OARnet along with any Agency telecommunications providers.
- Any additional environmental requirements of the Agency as reasonably required.
- The quoted metered power rate includes the purchase and installation of required PDU and CRAC units to serve the Agency. The Agency and the State will work together to perform planning exercises in advance of the need of purchase and deployment of PDU/CRAC units (generally 90-120 days in advance) to allow for procurement and installation cycles.

Support

DAS OIT Customer Support can be obtained by an authorized customer contact calling DAS OIT Customer Service Center phone number at (614) 644-6860 or via email at CSC@ohio.gov. This phone is staffed 24/7/365. If this line is not immediately answered, voice mail should be left for callback. Callbacks will be attempted within fifteen (15) minutes of the receipt of a voice mail.

Note: The Agency is responsible for the equipment they place in the racks as well as ensuring the power requirements for that equipment are provisioned. Any additional equipment the Agency wishes to add to a rack in the Data Center is to be evaluated by DAS OIT for power and cooling requirements (and the possible need for additional UPS or wiring requirements) prior to the addition of the equipment. The Agency is responsible for not overloading their circuits and should check with DAS OIT prior to designing new equipment installations if they are getting close to consuming their allocated power.

DAS OIT shall be responsible for contacting the Agency support staff when changes are made to the facility's network connectivity, firewall, UPS, electrical power, keycard security system, physical access procedures, or any other situations that may impact Agency access (physical or remote) to the servers owned by the Agency. The Agency shall be responsible for completing and maintaining the DAS OIT Agency and Technical Contact lists. OIT requires 24/7 contact information for at least two Agency staff with access to the Data Center.

Security

The SOCC is a secure facility with controlled access. Access to the Data Center is provided 24/7/365 via an authorized list provided by the Agency following clearance by following the DAS OIT Background Check process. Electronic key card access is provided to these authorized individuals.

DAS OIT shall provide escorted access to the Agency authorized customers and vendors. Customers and vendors are to be accompanied by the Agency staff at all times. No Agency customers or vendors may be left unattended in the SOCC at any time.

The Agency accepts responsibility for any loss, liability, damages, or claims for injury, death, or whatever nature to any person, property, or business claims caused by or resulting from wrongful acts of the Agency, its employees, agents, contractors, customers or vendors while in the SOCC except where claims are caused by the negligence or willful misconduct of DAS OIT.

One primary named individual may request access to the Data Center for the Agency staff. If desired, the Agency may name a secondary individual as a backup to the primary. Access should be restricted to those who need to maintain Agency servers or infrastructure located within the room.

- In the case of an emergency, the designated individuals may phone (614) 644-6860 to request access for customer staff or vendor, but must follow-up with e-mail to CSC@ohio.gov.
- A request for a keycard may take up to two weeks to accommodate upon completion of the required DAS OIT Background Check process.
- DAS OIT management can grant access to the Data Center to authorized Agency personnel.
- All access to the SOCC must be logged at the Security Desk with a valid form of ID before admittance.
- The designated individuals are also responsible for advising DAS OIT when an authorized staff member should no longer have admittance. (See the “Contacts and Communications” section for additional information regarding named individuals).

With multiple customer groups accessing the facility, The Agency is responsible for securing their racks and providing a key to the DAS OIT Facility Manager for emergency purposes. The Agency should always bring keys for their rack(s).

Service Continuity

Business critical services have a Disaster Recovery/IT Service Continuity plan. Following an incident, DAS OIT will activate the plan to restore services in a timely manner.

Reporting

DAS OIT will provide post incident reports regarding root cause for outages and impacts as a result of the outage.

DAS OIT will work with the Agency to evaluate how best the Agency needs can be met, discuss DAS OIT and SOCC business performance, determine an improvement plan if necessary or revise this Agreement to better meet the needs and objectives of the Agency.

Bi-Annual Security/Business Review

DAS OIT and the Agency agree to conduct an onsite bi-annual security review to ensure the SOCC is in compliance with all State and Federal requirements.

Service Level Objectives

The SOCC Data Center facilities are at the Tier II like power and cooling level based on Uptime Institute, LLC guidelines. The Data Center facility is staffed and available to authorized personnel 24/7/365. The SOCC provides reliable uptime, power redundancy and redundant cooling to ensure uninterrupted access of critical data and applications in a secure environment.

Service Hours and Availability

Access to the SOCC Data Center is provided 24/7/365 via an authorized badged personnel list provided by the Agency. Electronic card key access is provided. Notice will be given 48 hours in advance of performing planned maintenance in the SOCC if the maintenance will result in service unavailability to the Agency.

The following shall be the Service Level Objectives in effect as a result of this Agreement:

- **Facility Access, Power and Cooling Availability:** 24 hours x 365 days per year (Continuous)
- **Mean Time to Report Facility Access, Power and Cooling outages or issues:** within 15 minutes of confirmation to Agency designated personnel via email or cell phone
- **Mean Time to Repair Facility Access, Power and Cooling outages or issues:** 90% within 4 hours or less (severity 1 issues); 90% within 24 hours or less (severity 2 issues); 90% within 7 calendar days (severity 3 issues).
- **Mean Time to Provision Power, Cooling or Telecommunications:** 5 business days upon receipt of materials (e.g., CRAC, PDU, Telecommunications devices) from the Agency approved order and receipt from supplier. **Note**, this SLO is subject to joint Agency/State planning and State procurement cycle as mentioned elsewhere in this Agreement (generally 90-120 days in advance)
- **Scheduled Maintenance:** the SOCC Maintenance and Regular Testing Calendar of UPS, Diesel Generation/Power and Telecommunications features to be published quarterly to the Agency in advance of outages. To the extent possible, maintenance outages will be minimized and coordinated with the Agency prior to execution.

Severity 1 Outage means that there is a critical function outage causing severe impact on service delivery and no alternative or bypass is available. A severe impact means: the incident renders a business critical function, system, service, software, equipment or network component un-available, substantially un-available or seriously impacts normal business operations, in each case prohibiting the execution of productive work.

Severity 2 Outage means that a critical function is down, degraded or unusable with a potential severe impact on service delivery and no acceptable alternative or bypass is available.

Severity 3 Outage means that a non-critical function (i.e. system, application) or procedure is down, unusable or difficult to use with some operational impact, but no immediate impact on service delivery and an alternative bypass is available. Incidents that would otherwise be considered Severity 1 or Severity 2 but that have an acceptable alternative or bypass will also be designated a Severity Level 3.

Outage Remediation Process – Root Cause Analysis Process

All Severity 1 through 3 outages will be documented with root cause remedy (where root cause is within the State of Ohio control). Recommended procedures to eliminate a repeat of the incident will also be documented within 12 business days of closing the problem that created the outage.

Service Restoral Prioritization Model

The parties agree that the Service Restoral Prioritization Model will be as follows:

- **Facility Wide Outages:** DAS OIT will prioritize all restorations of service that impact the facility and all users of the facility above all other priorities.
- **State and Public Safety / Life Critical Services:** Services originating from or utilizing the facility to provide services to the general public that are public safety, life critical or in support of first responders shall be restored as the next priority to resolving facility wide outages.
- **State Critical Functions:** Services deemed as State critical that has severe impact to the general public shall be restored as the next priority to State and Public Safety / Life Critical Services.
- **Agency Functions:** Services that support the Agency will follow State Critical Functions.
- **All other functions:** All other functions of a routine, non-essential or administrative nature shall be the remaining priority for restoration.

Disaster Recovery/Business Continuity Statement

The facility is provided as a Tier III capable Data Center and is limited to the implemented design features provided by such a facility. No Disaster Recovery or Business Continuity features are provided onward to the Agency as a result of this Agreement

DAS OIT commits to providing the Agency email and cell phone notice within 15 minutes of a declared emergency, which renders the site unavailable or inaccessible either physically or via remote access and provide hourly updates as to the anticipated disaster recovery timing. Upon DAS OIT determination that the disaster situation has been resolved and determination that no ongoing threat exists to the Agency personnel, the site will be made available to the Agency for the restoration of service as described in the Service Restoral Prioritization Model.

Duties and Responsibilities

DAS OIT will provide keys to the locked cabinets to the Agency. DAS OIT will maintain one key to each cabinet for security purposes only. The Agency is responsible for distributing keys to designated personnel who have received the proper security clearances. The Agency is responsible for immediately notifying DAS OIT if keys are lost or stolen. If stolen, the Agency agrees to bear the cost of replacing or re-keying a cabinet. If lost, the Agency agrees to bear the cost of replacing or re-keying the cabinet or replacing such keys, at the discretion of DAS OIT.

Only designated personnel from the Agency may enter and exit the SOCC. Prior to the installation of any servers, the Agency must contact Building Security at the SOCC to arrange for the proper credential check for each person designated by the Agency to have access to the server racks. The Agency agrees to bear the cost for all required background checks, fingerprinting and badges.

Building management of the SOCC shall communicate any security procedures to designated Agency personnel and the Agency agrees to ensure that its personnel follow all security procedures. DAS OIT reserves the right to remove security clearance for any Agency personnel that is found to violate any security procedure.

DAS OIT will provide appropriate heating, ventilating and cooling for the third floor of the SOCC and will be responsible for maintaining and operating the HVAC system for the SOCC. DAS OIT will provide adequate electrical power to the third floor of the SOCC for the use of Agency. The electrical use of the Agency will be separately metered.

Additional Responsibilities of Agency

Use of the Data Center Facilities

In the interest of providing a safe, clean and reliable environment for all at the SOCC, the Agency shall follow all DAS OIT SOCC use policies. DAS OIT shall provide these Data Center Rules annually to the Agency and updates will be provided as released. The current Data Center Rules are included in this Agreement.

The Agency owns the computers on which their system(s) run and the racks housing the equipment. The Agency is responsible for providing the DAS OIT with a rack

diagram in an electronic format, which includes all the equipment in the rack. An updated rack diagram needs to be provided any time there are changes to the equipment housed on the rack. Updated rack diagrams are to be e-mailed to Ralph.Barber@DAS.ohio.gov.

The Agency is responsible for providing comprehensive insurance coverage for any Agency property and data maintained in the SOCC.

Power Consumption

Any additional equipment the Agency wishes to add to the rack(s) in their area is to be evaluated by DAS OIT for power and cooling requirements (and the possible need for additional UPS or wiring requirements) prior to the addition of the equipment. DAS OIT will attempt to fulfill the Agency requests for power within the limits of the SOCC and the PDUs that serve the Agency. Should additional PDU(s) be required to serve the Agency, there may be a brief, mutually agreeable period provided to allow DAS OIT to relocate additional PDU(s) to serve the Agency needs.

Power Management

Each Agency rack has a breaker rate limit (e.g. 20 amps, 30 amps, 50 amps). It is the responsibility of the Agency to ensure that equipment in their rack is below the appropriate breaker limit. DAS OIT requires the use of “Smart” Power Distribution Units (PDUs) so that the Agency can meter and better manage their power consumption.

Firewall

The Agency is required to provide any firewall to be used with the equipment and is solely responsible for the configuration, operation and maintenance for firewalls and other Agency provided networking equipment.

Equipment Shipments to the Data Center

DAS OIT is unable to accept delivery of customer equipment at the SOCC. The Agency may have their equipment shipped to the SOCC Shipping and Receiving or loading dock as appropriate, however, the Agency is responsible to be onsite at the SOCC to receive the materials and coordinate the delivery. In the case of a shipment required for an emergency purpose such as repair of a failed or failing piece of equipment, a call to (614) 644-6860 can be placed in advance of the shipment arrival to allow accommodation of that shipment directly to the SOCC.

Charging Details

Charges shall be calculated as follows:

Caged Area	Floor Space Location	Monthly Rack Charge	Metered Power Rate*	Monthly Power Charge
Actual Racks: Tier I Typical	SOCC	\$300 per rack	\$0.17785 Per kw/h	Metered power times power rate
Actual Racks Tier II Typical	SOCC	\$500 per rack	\$0.17785 Per kw/h	Metered power times power rate
TOTAL each by Tier I and Tier II Typical Rate as Provisioned			Rack Charge + Metered Power Consumed by the Agency	

Monthly Recurring Charges

- **Tier I Typical Rack:** \$300.00 per rack per month, prorated for any partial month usage. Tier I racks shall be single corded to a PDU and backed up by building UPS and diesel power generation.
- **Tier II Typical Rack:** \$500.00 per rack per month, prorated for any partial month usage. Tier II racks shall be dual corded to diverse PDUs, risers, building UPS and diesel power generation and are generally designed for fault tolerant, service/mission critical computing.
- **Power pricing** is metered at the rack monthly and billed at \$0.17785 per KW/H. Power is provided by an independent company (AEP). Any changes to the underlying power rate to the State (whether up or down) shall be passed along to the Agency with notice of change in the month immediately following.
- **OARnet Connectivity** is included. OARnet port and bandwidth charges are the sole responsibility of the Agency and are to be arranged by and between OARnet and the Agency. By way of example, if AEP reduces the power rate by \$0.007 to the State, the revised Agency power rate shall be reduced from \$0.17785 to \$0.17085.

DAS OIT reserves the right to increase or decrease the rack space rate at the time of any renewal. If rates are set to change, notice will be given at least sixty (60) days before renewal.

Networking

- OARnet POP connectivity: \$0.00 (Refer to Pricing One Time Charges)
- Additional networking (internet or private) at mutually agreeable terms.

Data Center Rules

DAS OIT reserves the right to exclude anyone from the facility, with or without cause and with or without notice. Anyone requested to leave the premises must peacefully do so immediately. Customers and visitors must display proper identification with them at all times while on the premises. Falsifying or withholding ones' identity or refusing to cooperate with DAS OIT personnel is a violation of these Rules.

General – Check In/Check Out

Upon entering the SOCC, personnel and visitors are greeted by State Security staff. A valid photo ID must be presented. State issued identification and government issued forms of identification are accepted.

- Sign in/out is required using the “SOCC Data Center Visitor Log.” First and last name, organization, contacts information, reason for visit and time in/out must be provided on the form.
- Only authorized personnel can enter the SOCC.
- Identification badges must be visibly worn at all times. A visitor badge will be provided if the employee doesn't have their SOCC Access badge.
- You must remember to check out at the Security desk and return any issued badge when you leave the building.
- All customers and visitors are subject to constant surveillance while on the premises.
- By attempting to enter the premises, customers and visitors are consenting to reasonable inspection of themselves and their possessions including a magnetic scan of themselves and any personal belongings.
- All customers and visitors agree to report any violation of these rules or any other suspicious or improper activity to the State Security Office located immediately adjacent to the front entrance to the SOCC.
- Customers and visitors are solely responsible for their personal belongings and property while on the premises. DAS OIT assumes no liability for missing, lost or stolen property of any customer or visitor. Customers and visitors agree to hold the DAS OIT, its employees, agents, contractors, subcontractors and affiliate companies harmless for and from any claims arising out of missing, lost or stolen property, personal injury and property damage, except for when such claims are caused by the negligence or willful misconduct of DAS OIT.

Prohibited Conduct and Items

- **Equipment:** Touching, inspection and/or photographing, documenting or any form of tampering with other customer's equipment is strictly prohibited. Persons seen engaging in such activity may be subject to expulsion from the facility and possible arrest.
- **Photography:** No unauthorized photography inside or outside of the SOCC.
- **Tobacco Use:** No smoking in the building or on the property except for the designated smoking area. Smokeless tobacco is prohibited on the Data Center floor.
- **Food and Drink:** All food and beverages are prohibited on the Data Center floor. Food and beverages may be consumed in designated areas of the building.
- **Packing Material:** Cardboard or other debris is not allowed on the Data Center floor. Equipment can be packed/unpacked in the designated staging area. All packing materials, trash and debris shall be removed from the area.

Safety

- **Floor Tiles:** At no time may customers and visitors remove the floor tiles in the Data Center. Should the need arise to access the space under the Data Center floor, contact the DAS OIT Facilities Manager for assistance.
- Customers and visitors may not be under the influence of alcohol, illegal drugs, or other intoxicants.
- Children under the age of 16 are not allowed on the Data Center floor.

Guests

Guests are individuals who occasionally require access to perform necessary tasks in support of Data Center or Co-Location operations.

- Authorized customers may escort necessary guests.
- Guests are the responsibility of the authorized escort.
- Guests must comply with all Data Center rules.
- Guests must remain in the near vicinity and within sight of the escort.

Contacts and Communications

State of Ohio Department of Administrative Services

Name	Role	Office Phone	Email
Spencer Wood	COO/Deputy State CIO	614.644.9245	Spencer.wood@das.ohio.gov

ESINet

Name	Role	Office Phone	Email

Notices

Notices to the Agency

DAS OIT shall provide all routine notices, announcements and other related communications electronically to the Agency, to any electronic mail address specified by the Agency.

All written notices required to be given by DAS OIT to the Agency under this Agreement shall be sufficient if delivered by one of the following methods: certified mail (return receipt requested), courier delivery, hand delivery or facsimile ("Fax") to the Agency at the address set forth or to such other address as the Agency has designated by notice to DAS OIT. **All notices shall be effective upon receipt.**

Notices to DAS OIT

The Agency shall provide all routine notices or other communications electronically to DAS OIT or to the address of any other staff member specified by DAS OIT to receive particular notices or communications.

All written notices required to be given by the Agency to DAS OIT under this Agreement shall be sufficient if delivered by one of the following methods: certified mail (return receipt requested), courier delivery, hand delivery or facsimile (“Fax”) to DAS OIT at the address set forth or to such other address as DAS OIT has designated by notice to the Agency. **All notices shall be effective upon receipt.**

<p>Spencer Wood, COO/Deputy State CIO DAS OIT/OIT 1320 Arthur E. Adams Drive Columbus, OH 43221 voice: 614.644.9245 Spencer.Wood@DAS OIT.ohio.gov</p>

Exclusion of Warranties / Limitation of Liability

The Co-Location services are provided “as is” and the Agency uses the Co-Location and any related services at the Agency’s own risk. The Ohio Department of Administrative Services makes no warranties of any kind, and expressly disclaims all warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, with respect to the use or provision of the infrastructure, or related communication services.

DAS OIT is not liable to the Agency end users for any damage arising out of any event that is beyond the control of DAS OIT or its network service suppliers. Neither DAS nor its service suppliers shall be liable to the Agency or its end users for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages for the loss, delay, non-delivery, or miss-delivery of data or information or service interruption of any kind, however caused, arising out of or in connection with the use or provision of the Co-Location or related services, whether based in contract, tort or any other legal theory, and whether or not DAS or its service suppliers have been made aware of the possibility of those damages.

In no event shall DAS be liable to the Agency end users for any amount in excess of a refund of amounts actually paid by the Agency to DAS except for loss caused to the Agency resulting from the negligence or willful misconduct of DAS OIT.

The validity and interpretation of this Agreement shall be governed by the laws of the State of Ohio. The parties agree that the Ohio Court of Claims has exclusive jurisdiction for any legal claims brought against DAS.

Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one part of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement.

The Agency accepts all responsibility for any loss, liability, damages, or claims for injury, death, or whatever nature to any person, property, or business claims caused by or resulting from wrongful acts of the Agency, its employees, agents, or contractors while in the SOCC except where claims are caused by the negligence or willful misconduct of DAS OIT.

General Provisions

This Agreement may not be amended, and none of its provisions waived, except by written amendment executed by duly authorized representatives of all parties.

Except as otherwise stated herein, this document is the entire Agreement of the parties and supersedes all prior Agreements and understandings with respect to the same subject matter. No other document, unless in writing and signed by an authorized representative of each party, shall modify or add to the terms agreed to herein of this Agreement.

In the event that any dispute arises between the Agency and DAS OIT concerning interpretation of, or performance pursuant to, this Agreement, and before either party pursues litigation associated therewith, resolution of any such dispute shall be attempted by the respective director or designees, in a mutually acceptable manner.

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized to execute this Agreement on DAS's or the Agency behalf.

Informal Resolution of Disputes:

If disputes cannot be informally resolved through good-faith discussion, they may be escalated via written notice to the following contacts for the parties:

- **For DAS:** Ralph Barber, Program Director, SOCC
- **For the Agency:** Name, Title

Escalation and Dispute Process

Prior to the initiation of formal dispute resolution procedures as to any dispute (other than those arising out of the breach of a party's obligations), the parties will first attempt to resolve each dispute informally, as follows:

If the parties are unable to resolve a dispute in an amount of time that either party deems required under the circumstances, such party may refer the dispute to the State Deputy CIO and the Agency Business Relationship Manager or designees by delivering a written notice of such referral to the other party.

Within five (5) business days of the delivery of a notice escalating an issue, each party will prepare and submit to the other a detailed summary of the dispute, the underlying facts, supporting information and documentation and their respective positions, together with any supporting documentation.

The State Deputy CIO and the Agency Business Relationship Manager will address the dispute at their next regularly scheduled meeting or, at the request of either party, will conduct a special meeting within ten (10) business days to address such dispute.

Communication Protocol for the Agency, DAS OIT and the Public Domain

Both parties expressly agree to, wherever possible and as allowed by law, to coordinate communications with one another and to limit their communications with their respective constituencies. The Agency will be responsible for communicating to the customers and users of the Agency regarding the service and issues pertaining to the service. DAS OIT will be responsible for communicating to State users for services and issues. Where either party, for whatever reason requires the assistance or support of the other for purposes of communicating with their users, this support shall not be unreasonably withheld.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement on the date set forth above.

Agency

Ohio Department of Administrative Services

By: _____

By: _____

Name and Title:

ROBERT BLAIR, DIRECTOR

Date: _____

Date: _____

End of Document

OFFICE OF INFORMATION TECHNOLOGY PARTNERSHIP AGREEMENT ADDENDUM

1.0 Addendum – Ohio ESINet Pilot Program Participants

This Addendum modifies and supplements the Office of Information Technology Partnership Agreement. The parties to the Partnership Agreement agree that wherever there is a conflict between this Addendum and the Partnership Agreement, the provisions of this Addendum will control and the Partnership Agreement will be construed accordingly.

Edits, additions and or deletions to the Office of Information Technology (OIT) Partnership Agreement with ESINet for the ESINet Pilot Program include the following:

- **Overview:** The Agency is seeking the Data Center Co-Location services within the State of Ohio Computer Center (SOCC) specifically and exclusively for participation in the Ohio ESINet Pilot Program.
- **Term and Termination:** A 90-day advance notice will be given to the Agency, who will have the opportunity to transition to the statewide offered service and terms.
- **Pricing:** There are no charges for Data Center Co-Location service for counties participating in the ESINet Pilot Program.
- **Facility Usage, Computing Features and Optional Features:** Capabilities and usage will be limited to those defined for the ESINet Pilot Program. There are charges to the Agency (county) participating in the ESINet Pilot Program.

Charging Details: There are charges to the Agency (county) participating in the ESINet Pilot Program: The Agency (county) costs are variable and will be calculated and agreed to before final execution of the agreement. Charges may include final connectivity at the Public Safety Answering Point or 9-1-1 Center (PSAP) or other charges specific to the county's chosen vendor.

- **ESINet Pilot Program Specific Requirements for NG 9-1-1:**
 - **Responsibility Domains/Definitions** - PSAPs must have an i3 provider, OARnet provides wide area network (WAN) IP transport (ESINet-like for pilot purposes) including Internet if desired by the contacting entity. OARnet is responsible for all WAN transport. Legacy network connections into i3 functions are the responsibility of the i3 provider. The Border Control Function (BCF) for each PSAP must be provided by the PSAP or i3 provider for the duration of the pilot. Similarly, should there be a data encryption requirement; it will be the responsibility of the PSAP or their contractor for the duration of the pilot. All PSAP Local Area Network (LAN) operations are the responsibility of the PSAP or their contractor.
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OFFICE OF INFORMATION TECHNOLOGY PARTNERSHIP AGREEMENT ADDENDUM

- **Diversity Requirements** - PSAPs must be able to have diverse last mile circuits and be willing to connect to diverse OARnet Point-of-Presence (PoP) space. Circuits should be 10Mbps minimum. Circuits should be from diverse providers.
- **IT Requirements** - PSAPs must have either internal IT staff or a contractor to provide support 24 x 7. If the contracting entity (PSAP or County etc.) uses a contractor for IT services, the contracting entity must provide a letter of agency to OARnet. It is our assumption that in most cases the i3 provider will be the IT provider, if not, then the PSAP must provide a letter of agency for the i3 provider as well.
- **Point of Contact (POC) Requirements** - PSAPs must have a single point of contact for project purposes.
- **Customer Premise Equipment (CPE) Requirements** - PSAPs must permit the placement of OARnet operated CPE equipment at PSAP or demark in order for OARnet to provide end-to-end transport management.
- **IP Address Requirements** - PSAPs must use state provided IP address blocks. This is to avoid readdressing in the future should a more centralized model be adopted by the state.
- Agency (county) agrees to provide any and all data related to 9-1-1 operations to the Ohio 9-1-1 Program office during their participation in the ESINet Pilot Program.

ESINet

Ohio Department of Administrative Services

By: _____
NAME AND TITLE

By: _____
ROBERT BLAIR, DIRECTOR

Date: _____

Date: _____

2.0 Contact Information

For information regarding the Service Level Agreement, contact the CSC at **877.644.6860** or **614.644.6860** or via email at CSC@ohio.gov.
