REQUEST FOR QUOTATION 16-101

DATE ISSUED: SEPTEMBER 28, 2015

The state of Ohio, through the Ohio Department of Public Safety, Office of Administration, Procurement Services, is requesting a quotation for:

THE OHIO BUREAU OF MOTOR VEHICLE (OBMV) INTERACTIVE VOICE RESPONSE (IVR) SYSTEM FOR VEHICLE REGISTRATION RENEWALS AND ORDERING OF SPECIAL PLATES

You are invited to submit a quotation for the services described in this document.

Signed quotation must arrive by 3:00 P.M. October 20, 2015.

Faxed quotations are permissible, but must be followed by original documentation no later than October 27, 2015.

Send to:

Jeffrey S. Shadburn
Chief, Procurement Services
Ohio Department of Public Safety
1970 W. Broad St., 5th Floor
Columbus, Ohio 43223
614-752-7823 (fax)
614-752-7876 (phone)

1 General Overview

1.1 Background:

The Bureau of Motor Vehicles oversees driver and motor vehicle licensing and registration. This includes the responsibility for the Interactive Voice Response (IVR) system through the website for the Ohio Public Licensing Access through Electronic Services (OPLATES) located at https://www.oplates.com/ which many Ohioans use to renew vehicle registrations and perform other business transactions.

Anyone in Ohio who owns a motor vehicle must within 90 days of the previous registration expiring, renew vehicle registrations. The Ohio Revised Code, Section 4503.102 located at http://codes.ohio.gov/orc/4503.102 requires a centralized system of motor vehicle registration renewal by mail or electronic means. Vehicle registrations may also be renewed at a deputy registrar's office. This process has been in effect since February 1988.

Within forty-five days (45) prior to the registration expiration date of a vehicle registration, a renewal notice is mailed or e-mailed to the vehicle's registered owner. The renewal notice is preprinted with information including but not limited to the owner's name and residence address, a description of the vehicle, taxes and fees due, and a toll-free telephone number. The vehicle owner submits an application to renew the registration by returning the form via US mail with any changes or updates.

Or, the vehicle owner may return the form to a nearby deputy registrar's office, or they may renew through use of the telephone Interactive Voice Response system (IVR), or on-line through https://www.oplates.com/. The option must be available for the vehicle owner to print a temporary registration from a home computer.

1.2 Purpose:

The ODPS/OBMV is soliciting quotations for an automated IVR system to renew vehicle registrations for up to five (5) years. The automated IVR system provides individuals the option to order replacement validation stickers, order a replacement vehicle registration document, request driving record abstract(s), check vehicle registration status, and pay reinstatement fee(s) that is compatible with the current vehicle registration system. The solution shall meet the requirements outlined in Section 1.3.

This Agreement is to be effective from receipt of a purchase order through June 30, 2017. If intending to renew this Agreement, ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ODPS.

1.3 Scope of Work:

1.3.1 IVR System Requirements Interactive Voice Response functions.

1.3.1.1 Provide interactive voice response (IVR) functionality. The State's customers must be able to renew and replace vehicle registrations, order driving record abstract(s), and pay reinstatement fee(s) using a toll free number, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year with approved payment method.

1.3.1.2 The pre-recorded audio should mirror that of the current system [in Spanish and English] and the IVR functions identified in this document. The caller should be

given the choice to select options using dual-tone multi-frequency (DTMF) or spoken words.

1.3.1.3 Customers must have the option to connect to a live OBMV operator during the Bureau of Motor Vehicle's current and future normal business hours. Current business hours for registration are-Monday through Friday from 8:00 a.m. to 5:00 p.m. EST

NOTE: This is not the live chat function.

1.3.2 IVR Individual Vehicle Registration Renewal, Driving Record Abstract(s), and Reinstatement Fee(s) System Requirements. IVR system, interface, and functional requirements for single or jointly owned or leased vehicle registration renewals handled by an individual customer, or single or multiple requests for driving record abstract(s), and payment of reinstatement fee(s).

1.3.3 Allow individual to renew registration(s) or request driver abstract(s), one at a time, allowing for multiple transactions with one payment.

1.4 Non-Mandatory Site Visit:

There will be a non-mandatory site visit at the ODPS/BMV, 1970 West Broad Road, Columbus, Ohio 43223, Wednesday, October 14th, 2015 from 1:00 P.M. until 3:00 P.M, to discuss the requirements of the RFQ. The site visit will commence promptly on the date and time stated above, barring an unforeseen circumstance that result in a delay of the site visit. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their arriving after the site visit has convened.

Offerors intending to participate in the non-mandatory site visit must register via email Ms. Deborah Bryan at DBryan@dps.ohio.gov. The email must be sent to Ms. Bryan's attention and include the anticipated attendees' names, organization, phone number and e-mail address of principal contact. An offeror's participation in the non-mandatory site visit must be registered no later than Tuesday, October 13th, 2015 at 3:00 P.M. Any changes to list of attendees should be communicated via e-mail or fax as indicated above within twenty-four (24) hours of the scheduled meeting. The State reserves the right to not issue visitation passes to visitors whose names do not appear on the non-mandatory site visit list and allow entry to the facility. Visitors must have a valid driver's license or other valid government-issued photo ID to enter the facility. The ODPS/BMV will not allow alternate date/time for the non-mandatory site visit.

1.5 Estimated Schedule:

RFQ Release	September 28, 2015
Inquiry Period Begins	September 28, 2015
Inquiry Period Ends	October 20, 2015 at 8:00 a.m.
RFQ opening	October 20, 2015 at 3:00 p.m.
Evaluations Conducted	October 20, thru October 29, 2015
Anticipated Award Date	October 30, 2015

2 Terms and Conditions

2.1 Contractual Obligations:

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the ODPS.

2.2 Contract Term:

This Agreement is to be effective from receipt of a purchase order through June 30, 2017. If intending to renew this Agreement, ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.

2.3 Contract Extension:

The ODPS may unilaterally extend this agreement by giving thirty (30) days written notice prior to the expiration, for an additional six (6), one (1) month extensions at an hourly rate not to exceed the current contract rate.

2.4 Compensation:

The initial startup cost may be invoiced as identified in the Cost Summary Table at time of system acceptance by the ODPS/BMV.

The Contractor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and two copies monthly to:

Ohio Department of Public Safety
Attn: Fiscal Services (BMV)
P.O. Box 16520
Columbus, Ohio 43216-6520

2.5 Location of Data:

Unless the ODPS agrees otherwise in writing, the selected Contractor and its subcontractors must keep all State documents and data within the continental United States.

2.6 Sub-contracting:

Sub-contracting will only be permitted with prior written approval from the ODPS Procurement Services Chief. Written approval requests must be on company letterhead and submitted to Mr. Jeffrey Shadburn at jsshadburn@dps.ohio.gov at a minimum of two (2) business day prior to the proposal submission deadline.

2.7 Insurance:

The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

2.7.1 Workers' compensation insurance, as required by Ohio law, and if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a $1,000,000 limit.

2.7.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

$ 1,000,000 General Aggregate
$ 1,000,000 Products/Completed Operations Aggregate
$ 500,000 Per Occurrence Limit
$ 500,000 Personal and Advertising Injury Limit

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

2.7.3 Commercial Automobile Liability insurance with a combined single limit of $500,000.

If not submitted with the Offeror's response, copies of the respective insurance certificate(s) shall be filed with the ODPS within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Offeror being deemed not responsive. The certificate(s) must be in a form that is reasonably satisfactory to the ODPS as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

2.8 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply will result in IMMEDIATE termination of this Agreement.

2.9 Equal Opportunity Requirements:

2.9.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC § 125.111. The Contractor and any of its subcontractors shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.

2.9.2 The Contractor certifies that both the Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.

2.9.3 The ODPS encourages both the Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

2.10 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

2.11 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC § 3517.13J).

2.12 Ohio Ethics Clause:

Per O.R.C. 102.04 (D): The Contractor affirms by the Contractor's signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

Or

The Contractor affirms by the Contractor's signature that he/she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

2.12.1 The Contractor is supplying the goods and/or services which are subject of this agreement to an agency other than the one with which he/she serves; AND

2.12.2 The Contractor has filed the required statements with the following agencies:

2.12.2.1 The appropriate ethics commission; AND

2.12.2.2 The public agency with which he/she serves; AND

2.12.2.3 The public agency to whom the goods and/or services will be provided.

2.13 Executive Order 2011-12K, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 10. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

2.13.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2.13.2 Termination, Sanction, Damages:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

2.13.3 Assignment / Delegation:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

2.14 Responsibility for Claims:

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

2.15 Ownership:

2.15.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

2.15.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.

2.15.3 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

2.16 Availability of Funds:

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by ORC § 126.07. The ODPS may suspend

or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

2.17 Auditor Recovery Finding – ORC § 9.24:

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under ORC § 9.24, or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

2.18 Construction:

This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

2.19 Governing Law:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

2.20 Suspension/Termination:

2.20.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.

2.20.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.

2.20.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and ORC § 126.30 shall apply.

2.20.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:

2.20.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.

2.20.5 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.

2.20.6 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this Agreement for the work performed prior to the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

2.21 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

2.22 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

2.23 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five days of receiving the Change Order and request an equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

2.24 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this RFQ.

This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project.

Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five business days whenever the State or others with audit rights request access to the Contractor's records. If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

2.25 Excusable Delay:

Neither the State nor the Contractor will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

2.26 Sub-contracting:

Sub-contracting will only be permitted with prior written approval from the ODPS Procurement Services Chief. Written approval requests must be on company letterhead and submitted to Mr. Jeffrey Shadburn at jsshadburn@dps.ohio.gov at a minimum of two (2) business day prior to the proposal submission deadline.

2.27 Nondisclosure Agreement:

Contractors/Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. If required, failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 11, Nondisclosure Agreement).

2.28 Confidentiality and Conduct Agreement:

Contractors/Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 12, Confidentiality and Conduct Agreement).

2.29 Work Rules, Policies and Procedure Compliance:

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the State of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

3 Submission of Quotations and Additional Respondent Responsibilities

3.1 Inquiries:

Offerors may make inquiries regarding this RFI any time during the inquiry period listed in Section 1.4, Estimated Schedule. To make an inquiry, Respondents must use the following process:

3.1.1 Access the State Procurement Web site at http://www.ohio.gov/procure;

3.1.2 From the Navigation Bar on the left, select "Find It Fast";

3.1.3 Select "Doc/Bid/Schedule #" as the Type;

3.1.4 Enter "ODPS" and the RFI Number found on Page 1 of the document;

3.1.5 Click "Find It Fast";

3.1.6 On the document information page, click "Submit Inquiry";

3.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:

3.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;

3.1.7.2 Name of the prospective Offeror;

3.1.7.3 Representative's business phone number; and

3.1.7.4 Representative's e-mail address.

3.1.8 Type the inquiry in the space provided including:

3.1.9 A reference to the relevant part of this RFQ;

3.1.10 The heading for the provision under question; and

3.1.11 The page number of the RFI where the provision can be found.

3.1.12 Click "Submit".

3.1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

3.1.14 Offerors may view inquiries and responses using the following process:

3.1.14.1 Access the State Procurement Web site at http://www.ohio.gov/procure;

3.1.14.2 From the Navigation Bar on the left, select "Find It Fast";

3.1.14.3 Select "Doc/Bid/Schedule #" as the Type;

3.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;

3.1.14.5 Click "Find It Fast";

3.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

3.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

3.2 Clarifications:

3.2.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.

3.2.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a "reply" to the request for clarification within 24 hours (not including weekends or holidays).

3.3 Intentions:

3.3.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.

3.3.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway:

http://www.ohio.gov/procure

3.3.3 Quotations must be received no later than 3:00 P.M., October 20th, 2013 Quotations should be:

Mailed to:	Delivered to:
Jeffrey S. Shadburn Chief, Procurement Services Ohio Department of Public Safety 1970 W. Broad St., 5th floor Columbus, Ohio 43223	Jeffrey S. Shadburn Chief, Procurement Services Ohio Department of Public Safety 1970 W. Broad St., 5th floor Columbus, Ohio 43223 (614) 752-7876

3.4 Delivery Instructions

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, cover page of the original quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

Included in the sealed package, the Offeror must also submit one (1) copy of the Quotation on CD-ROM in Microsoft Word, Microsoft Excel, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Quotation.

If delivering the quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the quotation and logged by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the quotation call Deborah Bryan at (614) 466-8497. Attempts to deliver to the Highway Patrol Officer at the front desk of the Customer Service Center, as in the past, will be refused. The quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on October 20, 2015) Monday through Friday.

Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.

A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation

3.5 Mandatory Content of RFQ Response:

3.5.1 RFQ Response Cover Letter:

The Offeror must HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

3.5.2 Quotation /Cost Summary:

Offerors will complete the Quotation/Cost Summary form/table found in Attachment 1 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the State Term Schedule (STS) rates. The Offeror will provide and attach a comparison of their approved STS rates and the discounted rates included in the RFQ response.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachment 1) and the Offeror must identify all costs associated with performing the work. The ODPS is expecting the hourly rates quoted shall be significantly discounted from the STS rates. The Offeror will provide and attach a comparison of their approved STS rates and the discounted rates included in the RFQ response.

3.5.3 Offeror's Profile/Experience:

Each quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which demonstrates the depth of the organization and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachments 3 and 4).

3.5.4 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on one (1) project that was similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of quotation.

The following information is required for each reference:

3.5.4.1 Customer's name and address.

3.5.4.2 Contact name, title, and current phone number.

3.5.4.3 Date contract began and date completed.

3.5.4.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 4).

3.5.5 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 5).

3.5.6 A Contract between the Ohio Department of Public Safety and the Contractor:

The Offeror must submit a completed and signed contract signature page (Attachment 6).

3.5.7 Executive Order 2011-12K, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror must submit a completed and signed Contractor / Subcontractor Affirmation and Disclosure (Attachment 7).

4 Evaluation

4.1 Review of Quotations:

An evaluation team has been formed to determine the responsiveness of the quotations. The team shall be comprised of the ODPS personnel.

4.2 Rejection of any/all Quotations:

4.2.1 The ODPS may reject any quotations, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in determining the quotation is non-responsive. The Chief of Purchasing may waive irregularities or deviations only if doing so does not affect the amount of the quotation or result in an unfair competitive advantage to any Offeror.

4.2.2 The ODPS reserves the right to disqualify an Offeror's response and any quotations for the following reasons:

4.2.2.1 Failure to provide a signed original quotation (signature in Blue Ink).

4.2.2.2 Late RFQ responses.

4.2.2.3 Failure to provide required information and/or meet specifications.

4.2.2.4 Failure to offer services completely covered by a current STS contract with the State of Ohio.

4.2.3 In addition, should the quotations exceed the planned budget for this service; the ODPS may reject the quotations or try to negotiate a lower price.

4.3 Evaluation Criteria:

Factors that will determine the most responsive quotation shall be the costs and the evaluation factors listed below in order of importance. Factors include, but, are not limited to, the following:

4.3.1 Offeror's proposed resource(s) experience and skills.

4.3.2 Offeror profile.

4.3.3 Offeror references demonstrating the ability to complete this project based upon similar previous experience.

4.3.4 Offeror's expected ODPS personnel staffing commitment to complete this Project within the expected timeframe.

5 Basis of Award:

The award will be made to the lowest, responsive and responsible Offeror meeting the requirements specified in this RFQ.

ATTACHMENT 1

COST SUMMARY TABLE

Description	Cost			Estimated Transactions		Total
Initial System Startup	$	1	ea	N/A	=	$
Per Transaction Cost	$		X	75,000	=	$
Estimated Annual Cost $:						

ATTACHMENT 1 (CONT)

REQUIRED CERTIFICATION

Those offerors claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Offerors who qualify as an "Ohio" offeror (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State offeror are eligible to receive a five percent (5%) preference over non-Ohio/Border State offerors. The Ohio Department of Public Safety reserves the right to clarify any information during the evaluation process. **OFFERORS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA):

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

   United States: _____ (State) Canada _____ Mexico _____ (Go to Section B-1)

   Other: (Specify Country) _____ (Go to Section A-2)

2. End product is manufactured outside the United States and at least fifty percent (50%) of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

   Yes: _____ (Go to Section B-1) No _____ (Go to Section A-3)

3. The offeror hereby certifies that each product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produces, grown or manufactured outside the United States.

   _____ (Item) _____ (Country of Origin)

   _____ (Item) _____ (Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than six percent (6%). Pursuant to FAR, Part 25, the State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any suppliers or services originating from sources within, or that were located in or transported through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

   Yes: _____ (Go to Section C) No _____ (Go to Section B-2)

2. Offeror has significant economic presence within the State of Ohio.

   Yes: _____ (Answer a, b, c, and d below) No _____ (Go to Section B-3)

   A) Offeror has paid the required taxes due the State of Ohio.

   Yes: _____ No _____

   B) Offeror is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614)466-3910 or visit their website at http://www.sos.state.oh.us/.

   Yes (Charter/Registration Number): _____ No _____

   C) Offeror has ten or more employees based in Ohio or Border State.

   Yes: _____ No _____ (Go to Section B-2d)

   D) Offeror has seventy-five (75%) or more employees based in Ohio or Border State.

   Yes: _____ No _____ (Go to Section B-3)

3. Border State offeror.

   Yes (Specify which State [KY, MI, NY, PA, or IN]) _____ No _____ (Go to Section B-4)

4. Border State offeror: mined products mined in respective border state.

   Yes: _____ No _____ Not Applicable _____

ATTACHMENT 2

OFFEROR PROFILE FORM

Offeror's Legal Name:	
Address:	
City, State, & Zip:	
Date Established:	Telephone:
Federal Tax ID Number:	FAX:
Principal Place of Business:	
Local Office Name from which Project will be Managed:	
Local Office Address:	
Local Office City, State, & Zip:	
Ownership:	
Firm Leadership:	
Number of Employees:	
Number of Employees Engaged in Work Directly Related to This Project:	
Contact Person:	Title:
Address:	Telephone:
City, State & Zip:	FAX:
E-Mail Address:	
Sub-Contractors that the Contractor will use on this project (if any):	
1.	
2.	
3.	
Any other background information that will help the Evaluation team gauge the ability of the Offeror to successfully complete the Project:	

ATTACHMENT 3

OFFEROR EXPERIENCE FORM

The Offeror must provide examples of experience:

Customer No. 1:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 2:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 3:	City & State:	
Contact:	Telephone:	
Title:	From:	To:

ATTACHMENT 4

OFFEROR CUSTOMER REFERENCE FORM

Reference No. One	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Two	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Three	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

ATTACHMENT 5

CONTRACT PERFORMANCE

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no in each row.

Yes/No	Description
	Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	Whether the Offeror has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the evaluation team, such an answer and a review of the background details may result in a rejection of the Offeror's quotation. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT 6

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

_____
(CONTRACTOR)

THIS CONTRACT, which results from RFQ 09-1xx, ATPS Receipt Printer Replacement, is between the State of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

If this RFQ results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's quotation, and written, authorized amendments to the Contractor's quotation. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFQ, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFQ. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

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

Notwithstanding the order listed above, purchase orders, 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 the later of _____, 201_, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR	STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY
_____	_____
By:	By: John Born, Director
Title:	Ohio Department of Public Safety
Date:	Date:

ATTACHMENT 7

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. **Principal location of business of Contractor:**

   _____ _____
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

2. **Location where services will be performed by Contractor:**

   _____ _____
   (Address) (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

3. **Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:**

   _____ _____
   (Address) (Address, City, State, Zip)

   Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

4. **Location where services to be performed will be changed or shifted by Contractor:**

(Address)	(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

NAME: _____ **TITLE:** _____
(PLEASE PRINT)

SIGNATURE: _____ **DATE:** _____

ATTACHMENT 8

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("**Agreement**") is made this ____ day of _____, 20_____ by _____ **("Contractor")**

WHEREAS, Contractor holds a position of trust relative to the information received during the performance of the work on the project. By executing this Agreement, Contractor acknowledges and recognizes the responsibility entrusted to Contractor and to the State of Ohio in preserving the security and confidentiality of the information.

NOW THEREFORE, Contractor agrees as follows:

1. The term **"Confidential Information"** shall mean any and all information which is disclosed by the State verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists, unpublished financial information, and personal information such as social security numbers, home addresses, telephone numbers, emergency contact information, and any other personal information.

2. Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Contractor shall use Confidential Information in a manner consistent with the terms of this Agreement and only in furtherance of the work on the project. Contractor's internal disclosure of Confidential Information shall be only to those employees, contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Contractor shall promptly notify the State of any unauthorized disclosure or use of Confidential Information by any person and/or entity. Upon termination of this Agreement, or the State's written request, the Contractor shall cease use of the Confidential Information and immediately return all tangible Confidential Information to the State. With respect to Confidential Information stored in electronic form, the Contractor shall delete all such Confidential Information from its systems and certify in writing to the State that such information has been deleted.

3. This Agreement imposes no obligation upon Contractor with respect to Confidential Information which Contractor can establish by legally sufficient evidence that such information: (a) was, prior to receipt from the State, in the possession of, or was rightfully known by Contractor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the State; (c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Contractor without the use of or reference to the Confidential Information. Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Contractor shall have given the State reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.

4. The Confidential Information is provided "as-is" and the State makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. The State shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Contractor agrees that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of the State, nor shall this Agreement grant Contractor any rights in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.

5. Contractor will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, and that breach of this Agreement may result in Contractor and Contractor's organization being prohibited from participating in any future work with the Ohio Department of Public Safety.

6. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the State of Ohio, excluding choice of law principles. Contractor acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and the State shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Contractor has read and understands this Nondisclosure Agreement. Contractor's signature below indicates Contractor's agreement to all of the above terms.

BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT 9

CONFIDENTIALITY AND CONDUCT AGREEMENT

As part of this engagement by you with the State of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the State of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the State of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: _____ TITLE: _____
(PLEASE PRINT)

SIGNATURE : _____ DATE: _____

SUPPLEMENT 1

NEW SUPPLIER INFORMATION

The required new vendor forms can be found at the following website

Ohio Shared Services - Supplier Forms