

REQUEST FOR QUOTATION  
11-173

All Offerors must have and maintain a current State Term  
Schedule Contract with the Department of Administrative Services

DATE ISSUED: DECEMBER 2, 2010

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

**One (1) Imperva Technical Consultant**

YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN THIS DOCUMENT. SIGNED QUOTATION MUST ARRIVE BY 3:00 P.M. DECEMBER 17, 2010 TO:

MARK A. CONTOSTA, CPPO, CPPB  
CHIEF, PURCHASING  
OHIO DEPARTMENT OF PUBLIC SAFETY  
1970 W. BROAD ST., 5<sup>TH</sup> FLOOR  
P.O. BOX 182081  
COLUMBUS, OH 43218-2081

FAX QUOTATION TO:

MARK A. CONTOSTA, CPPO, CPPB  
CHIEF, PURCHASING  
OHIO DEPARTMENT OF PUBLIC SAFETY  
614-752-7823 (fax)  
614-752-4225

FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN DECEMBER 27, 2010 TO:

MARK A. CONTOSTA, CPPO, CPPB  
CHIEF, PURCHASING  
OHIO DEPARTMENT OF PUBLIC SAFETY  
1970 W. BROAD ST., 5<sup>TH</sup> FLOOR  
P.O. BOX 182081  
COLUMBUS, OH 43218-2081

PUBLIC

## 1 General Overview:

### 1.1 Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting quotations from Offerors for one (1) Imperva Technical Consultant (Consultant) to assist with the configuration, setup, and routine maintenance of Imperva. The Consultant will be working in a staff augmentation role and will be allocated to this project as directed by the designated ODPS Information Technology Office (ITO).

The ODPS has estimated it will require one (1) resource a maximum of nine hundred sixty (960) hours in Fiscal Year 2011 (ending June 30, 2011) to complete this work. Thus, the response to this Statement of Work shall not exceed nine hundred sixty (960) hours. Furthermore, once the required work is completed, the contract will be considered complete and the resource will be released regardless of whether the maximum hour threshold has been met.

If a suitable offer is made in response to this request for quotation (RFQ), the state of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work "SOW"). This RFQ provides details on what is required to submit a quotation for the Work, how the State will evaluate the quotations, and what will be required of the Contractor in performing the Work.

Once awarded, the term of the Contract will be from the award date through June 30, 2011. This Contract may be renewed by mutual agreement between the ODPS and the Contractor, at the Offered Hourly Rate, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in the new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ODPS. The awarded Contractor must maintain a valid State Term Schedule (STS) Contract for the length of this contract.

Each quotation offered is to be for one (1) candidate. An Offeror desiring to submit more than one (1) quotation must submit a separate quotation for each candidate being proposed. An Offeror may submit as many quotations as desired.

This RFQ also provides the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the quotation of the Offeror.

### 1.2 Background:

Ohio Revised Code §1347.15 and the Governor's Management Directive on Accessing Confidential Personal Information Maintained (See Supplement 1) requires the ODPS to include a mechanism for recording or logging specific access by its employees or end users to confidential personal information. To address this requirement the ODPS has in the past two (2) years procured and installed several Imperva products that allow for the automatic logging of all transactions on a database.

The implementation of Imperva monitoring on an application is an extensive process. In addition to requiring all sections within ITO to make changes to the application, database and networking, it also involves complex configuration options. The configuration of Imperva for an application determines the depth of detailed logging and also controls access to the application in the event of vulnerability.

The ODPS ITO Security Operations Group (SOG) comprises of five (5) full time employees and the Chief Information Security Officer. Due to the high demands on the SOG, only twenty percent (20%) of an employee's time is being dedicated to Imperva. The group is in the process of hiring a specialist who can spend more time on Imperva; however, it might take six (6) months before the resource is hired and trained to be able to take on the responsibility of the Imperva implementation.

As a result of this, there is an immediate need at the ODPS for a qualified Imperva resource that can assist in the configuration, setup, and routine maintenance of Imperva until internal resources are trained to take on this responsibility.

**1.3 Objective:**

The objective of this project is to fully implement Imperva monitoring and logging on specific ODPS applications containing confidential personal information.

**1.4 Source Code Information:**

The State shall own the source code of all software used to provide services under this Contract, excluding third party commercial materials, and the right to use and modify such code to meet the State's needs of this Contract and all renewals. The State agrees that in the event that it is advantageous to the State to utilize this software with a subcontractor, the subcontractor will be bound legally and admonished (warned against) from selling or giving the software to other entities outside the State of Ohio government. Any enhancements created by the Contractor, which are not requested by the ODPS, shall be the sole responsibility of the Contractor.

**2 Specifications:****2.1 Scope of Work:**

The Consultant will assist with the configuration, setup, and routine maintenance of Imperva. The resource will be assigned tasks and projects at the discretion and under the guidance of the ODPS. The resource will be expected to perform the following tasks in addition to some miscellaneous tasks not listed below:

- 2.1.1 Setup the Imperva system to monitor and log transactions for specific applications.
- 2.1.2 Monitor traffic and fine tune the application to required levels.
- 2.1.3 Document the setup and configuration with detailed screen shots.
- 2.1.4 Work with the ITO development team to design authentication mechanisms that work with Imperva.
- 2.1.5 Work with the IT development team to implement the authentication mechanism.
- 2.1.6 In coordination with the ODPS ITO personnel, implement and tune application firewall policies.
- 2.1.7 Upgrade the Imperva operating system when new software updates are made available by the manufacturer.

**2.2 Offeror Mandatory Requirements and Qualifications:**

The Offeror shall provide one (1) Imperva Technical Consultant (Consultant) who will work onsite at the ODPS (Shiple Building) under the direction of the ITO. The proposed resource must meet the following mandatory requirements in order to be eligible for consideration:

- 2.2.1 A minimum of one (1) year of experience implementing Imperva in a multi-location environment.
- 2.2.2 A minimum of three (3) years of experience with Internet/Intranet application/system analysis, design, development, and security.
- 2.2.3 A minimum of three (3) years of experience with ASP.NET, .NET Remoting technology, and Active Directory.
- 2.2.4 A minimum of three (3) years of experience working directly with end users to define requirements, provide technical advice, and assist in a large-scale environment.
- 2.2.5 A minimum of three (3) years of experience creating detail design documents using tools such as Visio and Word.
- 2.2.6 A minimum of three (3) years of n-tier platform development experience.
- 2.2.7 A minimum of three (3) years of experience in developing security for .NET applications including authentication, authorization, impersonation, and auditing.
- 2.2.8 A minimum of two (2) years of experience creating Extensible Markup Language (XML) Web Services.
- 2.2.9 A minimum of one (1) year of experience creating and processing XML files.

**Experience, including environments, must be fully documented.**

The proposed resource must demonstrate the following requirements in order to be eligible for further consideration:

- 2.2.10 Must have the ability to collaborate with supporting resources across business and/or functional lines.
- 2.2.11 Must have excellent oral and written skills.
- 2.2.12 Must have excellent organizational skills, proven analytical, planning, problem solving, and decision-making skills.
- 2.2.13 Must be knowledgeable in the English language and speak clearly and understandably using the English language.

During the interview process with the ODPS staff, the resource Consultant(s) must demonstrate competence/experience in their specific area of project assignment. The experience of the resource must be documented for review and verification. Offered resources not showing technical or functional competency/experience will be reason to reject the quotation of the Offeror. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

**2.3 The ODPS State Work Support Requirements:**

- 2.3.1 The State will provide a workstation for the Consultant during the life of this contract. Workstations consist of a cubicle, chair, telephone, computer, and connection to the network of the State, which provides access to the Internet.
- 2.3.2 The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the quotation of the Offeror.
  - 2.3.2.1 Any reasonable request for access to the ODPS places of business.
  - 2.3.2.2 Help in setting up interview access with the ODPS personnel.
- 2.3.3 The Offeror must describe the support it wants from the State to accomplish the project other than what the State has offered in this Scope of Work. Specifically, the Offeror must address the following:
  - 2.3.3.1 Nature and extent of State support required;
  - 2.3.3.2 Assistance from State staff and the experience/qualification level required; and
  - 2.3.3.3 Other support requirements.
- 2.3.4 The State may not be able or willing to provide the additional support the Offeror lists in this part of its RFQ response. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's response if the State is unwilling or unable to meet the requirements.

**2.4 Estimated Schedule:**

RFQ Release	December 2, 2010
Inquiry Period Begins	December 3, 2010
Inquiry Period Ends	December 13, 2010 at 5:00 p.m. EDT
RFQ opening	December 17, 2010 at 3:00 p.m. EDT
Evaluations/Interviews Conducted	December 20, 2010 – January 7, 2011
Selection of Contractor/Approval Package to DAS	January 10, 2011
DAS approval and sanction of Award	January 14, 2011
Anticipated Award Date	January 18, 2011

**3 Supplemental Terms and Conditions:****3.1 Contractual Obligations:**

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

**3.2 Contract Term:**

Once awarded, the term of the contract will be through June 30, 2011. This Contract may be renewed by written mutual agreement between the ODPS and the Contractor, at the offered hourly rate, for a maximum of two thousand (2,000) hours per Fiscal Year, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

**3.3 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 the Offered hourly rate not to exceed the current contract rate.

**3.4 Compensation:**

The Contractor will not submit more than one invoice for work performed within a 30-day period. 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 three copies monthly to:

Ohio Department of Public Safety  
Attn: Fiscal Services (Administration)  
P.O. Box 182081  
Columbus, Ohio 43218-2081

**3.5 Sub-contracting:**

Sub-contracting will be allowed only with prior written approval from the ODPS.

**3.6 Background Check:**

A background check, at the expense of the ODPS, may be performed on the designated contact person for assignment to this Agreement. The designated contact person may be required to complete a "FACILITY ACCESS CARD REQUEST" Form DPS0166 furnished by the ODPS. Failure to pass the background check will 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 3.7 Replacement Personnel of this RFQ (See Attachment 11, FACILITY ACCESS CARD REQUEST).

**3.7 Replacement Personnel:**

The quality and professional credentials of the proposed resource(s) submitted in the Offeror's quotation are material factors in the State's decision. The Contractor may not remove the proposed resource(s) from the Work without the prior, written consent of the State, for the duration of the Contract, including any extensions except for reasons listed. If the Contractor removes the proposed resource(s) without prior written consent of the State, the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Contractor may only remove the proposed resource(s) listed in the quotation response for legal or disciplinary reasons. In this event, the Contractor will have seven (7) business days to provide two (2) proposed qualified replacement resource(s) for each removed resource. The State may reject the proposed replacement resource(s) for the following reasons:

- 3.7.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ.
- 3.7.2 Failure of the Contractor to provide two (2) qualified replacement resources for each removed resource.

If the State rejects the replacement resource(s), the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

**3.8 Declaration Regarding Material Assistance/NonAssistance to Terrorist Organization - Sec. 2909.33 (C):**

**In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:**

- 3.8.1 I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year;

or

- 3.8.2 I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year.

and,

I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

**3.9 Executive Order 2010-09S, 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.

**3.9.1 Executive Order Requirements:**

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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.

### 3.9.2 Termination, Sanction, Damages:

If the 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 the Contractor or any of its subcontractors perform any such services, the 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.

### 3.9.3 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.

<http://www.governor.ohio.gov/LinkClick.aspx?fileticket=sJZnyzYOecs%3d&tabid=1495>

### 3.10 **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 3.7 Replacement Personnel of this RFQ (See Attachment 12, Nondisclosure Agreement).

### 3.11 **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 3.7 Replacement Personnel of this RFQ (See Attachment 13, Confidentiality and Conduct Agreement).

### 3.12 **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.

### **3.13 Equal Opportunity Requirements:**

- 3.13.1 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.
- 3.13.2 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.
- 3.13.3 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.

## **4 Submission of Quotations and Additional Offeror Responsibilities:**

### **4.1 Inquiries:**

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Section 2.4, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
  - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
  - 4.1.7.2 Name of the prospective Offeror;
  - 4.1.7.3 Representative's business phone number; and
  - 4.1.7.4 Representative's e-mail address.
- 4.1.8 Type the inquiry in the space provided including:
- 4.1.9 A reference to the relevant part of this RFQ;
- 4.1.10 The heading for the provision under question; and
- 4.1.11 The page number of the RFQ where the provision can be found.
- 4.1.12 Click "Submit".
- 4.1.13 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.

- 4.1.14 Offerors may view inquiries and responses using the following process:
- 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
  - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
  - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
  - 4.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
  - 4.1.14.5 Click "Find It Fast";
  - 4.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.15 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.
- 4.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on December 6, 2010.

#### **4.2 Requests for Previous Quotations/Contracts:**

Requests from potential Offerors for copies of previous RFQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present RFQ. PRRs should be submitted by e-mail to [PublicRecords@dps.state.oh.us](mailto:PublicRecords@dps.state.oh.us) or mail to:

Ohio Department of Public Safety Public Records Manager/Administrator Administration Division 1970 W. Broad Street Columbus, Ohio 43223
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The posted time frames for responses to internet questions for RFQ clarification do not apply to PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

#### **4.3 Clarifications:**

- 4.3.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.
- 4.3.2 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).

#### **4.4 Intentions:**

- 4.4.1 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.
- 4.4.2 It is the intent of the ODPS to describe complete working printer configurations (or similar language). Any incidental items omitted from these specifications but needed to make a complete working configuration, such as cables, drivers and cards, must be provided by the Contractor and will be included in the offered price.
- 4.4.3 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>

- 4.4.4 Quotations must be received no later than 3:00 P.M., December 17, 2010. Quotations should be:

<b>Mailed to:</b>	<b>Delivered to:</b>
Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 <sup>th</sup> floor P.O. Box 182081 Columbus, Ohio 43218-2081	Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 <sup>th</sup> floor Columbus, Ohio 43223

#### **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 envelope and logged by the person receiving the envelope. If any problems are encountered in the delivery, or to verify receipt of the quotation, call Maureen Grandon at (614) 466-3073. 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 December 17, 2010) Monday through Friday.

- 4.4.5 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.
- 4.4.6 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.

#### **4.5 Mandatory Content of RFQ Response:**

- 4.5.1 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.

- 4.5.2 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.

#### 4.5.3 Mandatory and Preferred Requirements and Qualifications/Personnel Profile Summaries:

The Offeror shall detail the Offeror and proposed resource(s) meet the mandatory and preferred requirements in their response to this RFQ (Attachment 4). The resource(s) must meet the mandatory minimum requirements in order to be eligible for consideration as identified and set forth in Section 2.2.

#### **Experience, including environments, must be fully documented.**

During the interview process with the ODPS staff, the resource Consultant(s) must demonstrate competence/experience in their specific area(s) of project assignment. The experience of the resource must also be documented for review and verification. Offered resources not showing technical or functional competency/experience will be reason to reject the Offeror's quotation. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

Each RFQ response must include a profile for each resource Consultant offered for the proposed ODPS Project.

4.5.3.1 References: Provide at least three (3) references for which each proposed resource has successfully demonstrated meeting the requirements of the Scope of Work on a project of similar size and scope in the previous five (5) years. The name of the person to be contacted, phone number, organization, address, brief description of project size and complexity, and dates (month and year) of employment must be given for each reference. Each resource must provide a list of professional references that can attest to his/her specific qualifications. The references given should be a person the candidate reported to and not a co-worker.

If less than three (3) references are provided, the Offeror must include information as to why less than three (3) references were provided. The State may disqualify the quotation if less than three (3) references are given (Attachment 2).

4.5.3.2 Education and Training: This section must be completed to list the education and training for each proposed candidate and will demonstrate, in detail, the ability of the proposed candidate to properly execute the contract based on the relevance of the education and training to the requirements of the SOW (Attachment 3).

4.5.3.3 Resume: Each resource's resume must follow/support the above criteria and show how the resource meets the qualifications listed for the position in the SOW.

4.5.3.4 Mandatory Experience and Qualifications: The Offeror must complete this section to show how a resource meets the mandatory experience requirements, if any are applicable to that resource. If any resource does not meet the mandatory requirements for the position the resource is proposed to fill, the Offeror's Quotation may be rejected as non-responsive (Attachment 4).

4.5.3.5 Required and Preferred Experience and Qualifications. The Offeror must complete this section, if applicable, to show how its resource meets the experience requirements (Attachment 4).

For each form submitted, the Offeror must provide the following information:

Candidate's Name.

Contact Information. The Offeror must provide a client contact name, title, phone number, email address, organization name, and mailing address. The Offeror also

must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the Offeror's Quotation. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the Offeror's organization, subsidiaries, partnerships, etc.

Dates of Experience. The Offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the organization.

Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFQ. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

#### 4.5.4 Resource(s) Interview/Time Commitment:

The Offeror must agree to submit referenced project team/resource(s) for interviews, in person at the ODPS' discretion, during the period December 20, 2010 thru January 7, 2011. **No telephone interviews will be permitted. All interviews must be in person at the Ohio Department of Public Safety, Shipley Building, located at 1970 West Broad Street, Columbus, Ohio 43223.**

The Offeror must submit a statement and chart that clearly indicate the time commitment of each proposed resource to this assignment. The evaluation team may reject any quotation that commits any proposed resource to other projects/assignments during the term of the ODPS Project if the team believes that doing so will be detrimental to the Offeror's performance.

During the interview process the resource(s) must demonstrate their competency in their specific area(s) of project assignment. Additionally, the resource(s) must demonstrate excellent oral and written communication skills, knowledge in the English language, and their ability to speak clearly and understandably using the English language.

#### 4.5.5 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 5 and 6).

#### 4.5.6 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were 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:

4.5.6.1 Customer's name and address.

4.5.6.2 Contact name, title, and current phone number.

4.5.6.3 Date contract began and date completed.

4.5.6.4 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 7).

4.5.7 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 8).

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

The Offeror must submit a completed and signed contract signature page (Attachment 9).

4.5.9 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror must submit a completed and signed Contractor/Subcontractor Affirmation and Disclosure (Attachment 10).

## 5 Evaluation:

### 5.1 **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.

### 5.2 **Rejection of any/all Quotations:**

5.2.1 The ODPS may reject any quotations, in whole or in part, and may determine that any irregularities in or deviations from the specifications do not result in determining the quotation as 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.

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

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

5.2.2.2 Late RFQ responses.

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

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

5.2.3 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.

### 5.3 **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:

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

5.3.2 Offeror profile.

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

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

**5.4 Basis of Award:**

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

Balance of this page was intentionally left blank

**ATTACHMENT 1**

**QUOTATION/COST SUMMARY TABLE**

Offerors will complete the Quotation/Cost Summary table, below, and identify all costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the STS rates.

The Offeror shall include the STS Schedule Part Description and Part Number, STS rate, discount rate (percentage off STS list price), Offered Costs, and the Extended Cost in response to this Scope of Work. If needed, the Offeror may include additional costs as determined by the Offeror to complete the SOW. The following table is provided to assist in providing this information.

*(The following tables assume that the vendor will be selected by January 18, 2011, will begin work on January 19, 2011 and complete the work by June 30, 2011).*

**Offeror Name:** \_\_\_\_\_

**OHIO STS-033 Schedule Number:** \_\_\_\_\_ **Current Expiration Date:** \_\_\_\_\_

<b>Fiscal Year</b>	<b>Individual</b>	<b>Staffing Position Title</b> <i>(See Note 1)</i>	<b>STS Hourly Rate</b>	<b>Disc. Rate</b>	<b>Offered Cost</b>	<b>Est. Hrs.</b> <i>(See Note 2)</i>	<b>Extended Cost</b>
2011			\$	%	\$	960	\$
<b>Total Not-to-Exceed Hours &amp; Amount</b>						<b>960</b>	<b>\$</b>

**Note 1:** Title must match categories listed and approved on the current Ohio STS identified above.

**Note 2:** Total aggregate hours must not exceed the hours proposed for completion of this project in Fiscal Year 2011.

**Note 3:** All supply costs will be at the expense of the Offeror.

**ATTACHMENT 2  
CANDIDATE(S) REFERENCES**

<b>Candidate's Name:</b>
--------------------------

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

**Note:** A routine background check will be processed by the Ohio Department of Public Safety as soon as possible after the candidate has been accepted. Failure to pass the background check may result in immediate dismissal of the candidate; whereupon, the Offeror must submit a replacement candidate within the time limits as set forth in 3.7 Replacement Personnel of this RFQ.

**ATTACHMENT 3  
CANDIDATE(S) EDUCATION AND TRAINING**

**Candidate's Name:**

This section must be completed to list the education and training of the proposed candidate(s).

Education and Training	Months/Years	Where Obtained	Degree/Major Year Earned
College			
Technical School			
Other Training			

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.1:** A minimum of one (1) year of experience implementing Imperva in a multi-location environment.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.2:** A minimum of three (3) years of experience with Internet/Intranet application/system analysis, design, development, and security.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.3:** A minimum of three (3) years experience with ASP.NET, .NET Remoting technology, and Active Directory.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4****CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.4:** A minimum of three (3) years of experience working directly with end users to define requirements, provide technical advice, and assist in a large-scale environment.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.5:** A minimum of three (3) years of experience creating detail design documents using tools such as Visio and Word.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4  
CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.6:** A minimum of three (3) years of experience working on n-tier platform development.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.7:** A minimum of three (3) years of experience in developing security for .NET applications including authentication, authorization, impersonation, and auditing.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4  
CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.8:** A minimum of two (2) years of experience creating XML Web Services.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 4  
CANDIDATE(S) EXPERIENCE REQUIREMENT**

<b>Candidate's Name:</b>
--------------------------

**MANDATORY REQUIREMENT 2.2.9:** A minimum of one (1) year of experience creating and processing XML files.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		





**ATTACHMENT 7**

**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 8****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.

<b>Yes/No</b>	<b>Description</b>
	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 9**

A CONTRACT BETWEEN  
THE OHIO DEPARTMENT OF PUBLIC SAFETY  
AND

---

(CONTRACTOR)

THIS CONTRACT, which results from **RFQ 11-173 One (1) Imperva Technical Consultant**, 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 Project and Contract is governed by State Term Schedule No. \_\_\_\_\_. If there are any conflicts between the State Term Schedule and this Contract, the State Term Schedule will prevail;
2. This RFQ, as amended;
3. The documents and materials incorporated by reference in the RFQ;
4. The Contractor's quotation, as amended, clarified, and accepted by the State; and
5. 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 \_\_\_\_\_, 20\_\_, 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: Thomas J. Stickrath, Director

Title:

Ohio Department of Public Safety

Date:

Date:

**ATTACHMENT 10**

**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 2010-09S issued by Ohio Governor Ted Strickland. 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 Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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)

**ATTACHMENT 10**

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (CONT)**

**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:** \_\_\_\_\_  
(PLEASE PRINT)

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## ATTACHMENT 11


**FACILITY ACCESS CARD REQUEST**  
**NON-ODPS EMPLOYEE**
**ODPS SPONSOR INFORMATION** (ODPS employee responsible for individual requiring access)

OHIO DEPARTMENT OF PUBLIC SAFETY SPONSOR NAME	
SPONSOR DIV/SECTION/UNIT	SPONSOR PHONE # ( ) -
SPONSOR SIGNATURE <b>X</b>	
REQUEST ACCESS BE GRANTED TO (Building/Location)	
TYPE OF ACCESS: <input type="checkbox"/> PICTURE ACCESS CARD WITH ACCESS RIGHTS	START DATE / /
<input type="checkbox"/> SIGN IN AND SIGN OUT/VISITORS BADGE	END DATE / /
REASON FOR ACCESS	

**COMPANY OR AGENCY INFORMATION**

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP CODE
EMERGENCY OFFICE PHONE # ( ) -		
COMPANY SIGNATURE (i.e., Corporate Officer, Chief) <b>X</b>	PRINT NAME	

**INFORMATION ON INDIVIDUAL REQUIRING ACCESS**

LAST NAME	FIRST NAME	FULL MIDDLE NAME	
PRESENT ADDRESS	CITY	STATE	ZIP CODE
DATE OF BIRTH: (MM/DD/YY) / /	SOCIAL SECURITY # - -		
ALIASES AND/OR MAIDEN NAME	HOME PHONE # ( ) -		
YOUR SUPERVISOR'S NAME (Print)	SUPERVISOR OFFICE PHONE # ( ) -		
LIST ANY FELONY OR MISDEMEANOR CONVICTIONS IN THE PAST TEN YEARS AND DATE OF CONVICTION:			
DRIVER LICENSE #/STATE ID/PASSPORT (Attach Copy Of Legal Picture ID)			
I _____, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE COMPLETE, TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH.			
SIGNATURE <b>X</b>			DATE

SUBMIT TO YOUR SPONSOR 30 DAYS PRIOR TO ARRIVING AT THE SITE. SPONSOR WILL COORDINATE THE ISSUANCE OF AN ODPS ACCESS CARD.

**Restricted – Sensitive PII**

(DPS-505.02)  
DPS 0166 11/10

**ATTACHMENT 12****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 13**

**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: \_\_\_\_\_  
(PLEASE PRINT)

TITLE: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

**SUPPLEMENT 1**

Management Directive  
November 20, 2008  
*Revised April 6, 2009*

**Accessing Confidential Personal Information  
Maintained by the State (Revised)**

1. **Protecting the Privacy of Ohioans.** The State of Ohio is dedicated to developing and implementing information access policies and controls that enhance and ensure the privacy and security of Ohio's citizens who have information stored in the State's personal information systems.
2. **Previous Management Directive Regarding Accessing Confidential Personal Information.** On November 20, 2008, I issued a Management Directive on accessing sensitive personal information. Subsequently, the 127<sup>th</sup> General Assembly passed Substitute House Bill 648 ("H.B. 648"), which amends certain provisions of the Ohio Revised Code including sections 1347.15, 1347.99 and 5703.211. As a result of the bill's passage, these provisions have both similar and conflicting provisions with the November 20, 2008 Management Directive. Consequently, this revised Directive sets forth the process that all executive agencies, boards and commissions (collectively, "state agencies") shall follow to implement section 1347.15 of the Revised Code and revises and replaces, in its entirety, the Management Directive, "Accessing Sensitive Personal Information Maintained by the State," issued November 20, 2008.
3. **The State Is Developing a Plan to Facilitate the Implementation of Ohio Revised Code Section 1347.15.** The Chief Legal Counsel for several state agencies are working in concert with Ohio's Chief Privacy Officer and the Ohio Attorney General, (hereinafter "Interagency Working Group") to develop common definitions, guidance and best practices to assist state agencies in implementing section 1347.15 of the Ohio Revised Code. The guidance developed by the Interagency Working Group will assist agencies in avoiding under-application of section 1347.15 (which will create implications for privacy protection for the public), and over-application of the statute (which will increase the cost of compliance to state agencies and increase the risk of non-compliance by employees of the agency). The Interagency Working Group intends to release its guidance to state agencies in the near future. In the meantime, state agencies should follow the process outlined below to best prepare their agencies for full implementation of section 1347.15.
4. **Implementation Steps**
  - a. **Evaluation of Systems.** Most state agencies have started evaluating systems for personal information as a result of the original issuance of the original management directive and those efforts should continue. The threshold analysis requires evaluation of the State's systems of records to determine which systems contain personal information.
  - b. **Access Policies Development.** Each state agency shall develop access policies – the criteria, list, references, procedures and requirements identified in section 1347.15(B) of the Revised Code – for the state agencies' confidential personal information systems. Since these access policies must be incorporated into rules promulgated by state agencies in accordance with section 1347.15(B), they are a necessary precursor to drafting administrative rules. State agencies will need to complete the access policies development process before they can file a rule that conforms to section 1347.15(B) of the Revised Code. While the approach for developing these policies may vary, based on the needs of each agency, the policies must identify the personal information systems that are covered.
  - c. **Prioritization of Systems.** State agencies should prioritize their personal information systems so that the access policies – the criteria, list, references, procedures and requirements identified in section 1347.15(B) of the Revised Code – are implemented first for those systems that pose the greatest risk to privacy. Access policies for individual systems may be implemented as an internal administrative practice prior to the filing of any administrative rule, so that privacy protections will be in place during the development, passage and

initial implementation of such rules. In evaluating and prioritizing each personal information system, state agencies shall consider such factors as the amount of personal information about individuals, the number of individuals with information in the system and the number of employees of the agency who have access to the system.

- d. Identification of Confidential Personal Information.** Agencies have requested clarification of what the term “confidential personal information” means pursuant to section 1347.15(A)(1) of the Revised Code. The Interagency Working Group will issue guidance concerning what information broadly falls within this definition. State agencies should continue their efforts to identify and document the agency-specific types of information which may be considered “confidential personal information” pursuant to section 1347.15 of the Revised Code.
- e. Development of Administrative Rules.** Before filing an administrative rule, each state agency’s Chief Legal Counsel (or the person acting in that capacity) shall review the draft rule for compliance with section 1347.15 of the Revised Code. The legal review of the draft rule should consider any common definitions and guidance published by the Interagency Working Group. All access policies must be carefully and accurately drafted before development of administrative rules, and any draft rules should only apply to systems for which evaluations and policy development have been completed. In developing administrative rules, agencies should take particular caution to ensure that all proper access to confidential personal information systems is incorporated within an administrative rule so that agencies can complete necessary business functions without violating section 1347.15 of the Revised Code.
- f. Implementation Plan.** Each state agency shall complete an implementation plan using the template as developed by the State Chief Privacy Officer. Agencies may complete the implementation plan on a divisional basis as appropriate and determined by the state agency based on the size, functions and structure of the agency. The DPPOC for each state agency must report to the director of the state agency by May 15, 2009, on the status of the implementation of section 1347.15 of the Revised Code and the date by which implementation of the statute is expected to be completed. Each agency director shall be responsible for diligently pursuing compliance with section 1347.15 of the Revised Code and assuring that the statute is implemented in a timely manner. All agencies shall provide a copy of their implementation plan to the Chief Privacy Officer upon request.
- g. Development and Implementation of Training and Awareness Policies.** With the promulgation of final administrative rules under section 1347.15(B), each state agency shall implement the training requirement in paragraph (C)(2) of section 1347.15 of the Revised Code and the awareness requirements of section 1347.15 (D).