

**REQUEST FOR QUOTATION  
12-190**

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

**DATE ISSUED: January 9, 2012**

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

**FileNET P8 Upgrade Project Resource(s)**

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

Signed quotation must arrive by 3:00 P.M. January 25, 2012

Faxed and e-mail quotations are permissible, but must be followed by original documentation no later than January 31, 2012.

Send 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, Ohio 43218-2081  
614-752-7823 (fax)  
614-752-7876 (phone)

## General Overview

### 1.1 Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting quotations for Offerors to provide the necessary technical consultant resource(s), as outlined in Sections 2.4.1 and 2.4.2, to advise and assist with a software/hardware refresh (not in-place) of the Electronic Document Imaging System (EDIS) FileNET P8 installation from version 4.0 to version 5.1; including Records Manager 4.0 to Enterprise Records 5.1 and IBM Websphere Application Server Network Deployment 6.1.0.9 to IBM Websphere Application Server Network Deployment 7.0. (the "Project"). The Offeror must determine the required work effort by their offered resource(s) to complete the deliverables outlined in Section 2.

If a suitable offer is made in response to this Request for Quote (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). 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, 2012. The State may renew the contract for one (1) year with an additional six (6), one (1) month extensions, 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 the necessary technical consultant resource(s), as outlined in Section 2.4.1. and 2.4.2, to advise and assist with a software/hardware refresh (not in-place) of the Electronic Document Imaging System (EDIS) FileNET P8 installation version 5.0; including Records Manager 4.0 to Enterprise Records Manager 4.5 (the "Project"). An Offeror desiring to submit more than one (1) quotation must submit a separate quotation for each Project Team offered. 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:

EDIS is an Enterprise Content Management (ECM) solution that provides the ODPS with the technical means to efficiently capture, store, retrieve, and manage title document records in a uniform fashion across all Clerks of Court sites. EDIS uses two (2) primary software products: Kofax Ascent Capture and FileNET P8. EDIS Kofax captures scanned title documents and converts them to images. All title documents are successfully processed through the Kofax scan process and committed to FileNET Content Manager (CM) for long-term storage and retrieval. EDIS FileNet manages the storage, retrieval, and retention of the scanned images. The ODPS has a need to conduct a software/hardware refresh (not in-place) of the current IBM FileNET P8 version from 4.0 to 5.1; including Records Manager 4.0 to Enterprise Records 5.1 and IBM Websphere Application Server Network Deployment 6.1.0.9 to IBM Websphere Application Server Network Deployment 7.0 for system continuity.

### 1.3 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 in the event 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 ODPS would like to secure the necessary technical consultant resource(s), as outlined in Sections 2.4.1 and 2.4.2, to advise and assist with a software/hardware refresh (not in-place) of the EDIS FileNET P8 installation from version 4.0 to version 5.1; including Records Manager 4.0 to Enterprise Records 5.1 to IBM Websphere Application Server Network Deployment 6.1.0.9 and to IBM Websphere Application Server Network Deployment 7.0. These resources will be used at the discretion of the ODPS, will be under guidance of the ODPS and will be assigned tasks and projects as necessary. Generally speaking, the resource will be expected to perform the following tasks in addition to some miscellaneous tasks not listed below:

- 2.1.1 The solution will include, at the least, two (2) environments, which will exactly mirror each other in architecture.
  - 2.1.1.1 Quality Assurance (QA).
  - 2.1.1.2 Production.
- 2.1.2 The solution will utilize the following platforms to the greatest extent possible:
  - 2.1.2.1 Microsoft Windows 2008 R2 Server Operating System (Windows 2008 or Windows 2003 R2 wherever Windows 2008 R2 is not compatible with IBM's FileNET P8 specifications).
  - 2.1.2.2 Microsoft SQL Server 2008 R2 (Microsoft SQL Server 2008 wherever SQL server 2008 R2 is not compatible with IBM's FileNET P8 specifications).
- 2.1.3 The solution will be configured to house, manage, utilize, and retain the content and data in as close a manner to the current EDIS system as possible.
- 2.1.4 The solution will accept content and data from multiple sources, including:
  - 2.1.4.1 Kofax Capture 9.0 multi-site system.
  - 2.1.4.2 Electronic Title Application (ETA) from auto dealers.
  - 2.1.4.3 Auto Title Processing System III (ATPS III).
- 2.1.5 The solution will require the installation and configuration of FileNet P8 5.1, Enterprise Records 5.1, and IBM Websphere Application Server Network Deployment 7.0.

The contractor shall:

- 2.1.6 Plan and architect the solution,
- 2.1.7 Test the solution,
- 2.1.8 Deploy and configure the solution,
- 2.1.9 Migrate existing data and content,
- 2.1.10 Utilize VMWare ESX 4.1 to the greatest extent possible,
- 2.1.11 Interface with and leverage EMC storage; possibly including:
  - 2.1.11.1 Centerra.
  - 2.1.11.2 CLARIION.
  - 2.1.11.3 Symmetrix

2.1.12 Utilize Lightweight Directory Access Protocol (LDAP) authentication and security in the solution.

2.1.13 Provide detailed documentation and thorough knowledge transfer of the solution to include:

2.1.13.1 System Architecture including software configuration details.

2.1.13.2 System Administrators Guide.

2.1.13.3 System Users Guide.

## **2.2 Deliverables:**

The Contractor must meet all RFQ requirements and complete all Project Deliverables as defined to complete the FileNET P8 Upgrade Project. The Project Deliverables are as follows:

2.2.1 Delivery of detailed application specification and architectural design document.

2.2.2 Develop and deploy solution in the QA / Test environments.

2.2.3 Completion of IT/UAT Testing.

2.2.4 Analyze test results and re-architect design for production and re-deployment to QA, if necessary.

2.2.5 Completion of the Application Documentation System Document and Computer Operator Documentation.

2.2.6 Migrate data, content and deploy solution in the production environment.

2.2.7 Follow up service and support.

## **2.3 Project Plan:**

The Offeror shall provide a project plan with specific time period (beginning and ending dates) for each deliverable. This Project Plan or a Resource Plan is to include a description for each deliverable detailing the work or tasks to be performed the resources, consultants, and the ODPS performing the tasks.

## **2.4 Mandatory and Preferred Requirements and Qualifications:**

2.4.1 **Certified FileNET P8 Installer.** The contractor is to provide one (1) Certified FileNET P8 Installer(s) that will work onsite at the ODPS (Shiple Building) under the direction of one (1) or more I.T. Supervisors. Furthermore, the resource(s) must meet the following **mandatory requirements** in order to be eligible for further evaluation:

2.4.1.1 Three (3) years experience architecting, installing, upgrading, and configuring FileNET P8 versions 4.0 and 4.5 including Records Manager 4.0.

2.4.1.2 Three (3) years experience installing and configuring WebSphere Application Server (WAS).

2.4.1.3 One (1) year experience integrating LDAP with applications.

Furthermore, it is **preferred**, but not required the proposed resource(s) meet the following requirements:

2.4.1.4 Four (4) year Information Technology / Information System college degree.

2.4.1.5 Two (2) years experience deploying solutions to VMWare platforms.

2.4.1.6 Two (2) years experience leveraging EMC storage solutions including Centerra, CLARIION, and Symmetrix.

2.4.1.7 Experience architecting, installing, and configuring FileNET P8 5.0/5.1 and Enterprise Records 5.1.

- 2.4.2 **FileNET Specialist/Architect.** The contractor is to provide one (1) FileNET Specialist/Architect(s) that will work onsite at the ODPS (Shipley Building) under the direction of one (1) or more I.T. Supervisors. Furthermore, the resource(s) must meet the following **mandatory requirements** in order to be eligible for further evaluation:
- 2.4.2.1 Three (3) years experience architecting, installing, upgrading, and configuring FileNET P8 versions 4.0 and 4.5 including Records Manager 4.0.
  - 2.4.2.2 Three (3) years experience migrating FileNET P8 content and data.
  - 2.4.2.3 Two (2) years experience configuring WebSphere Application Server (WAS).
  - 2.4.2.4 Three (3) years experience integrating LDAP with applications.
  - 2.4.2.5 Two (2) years experience working with users and/or clients to define requirements and provide technical advice in large scale environments involving 500+ users.
  - 2.4.2.6 Two (2) years experience creating detailed design documents.

Furthermore, it is **preferred**, but not required the proposed resource(s) meet the following requirements:

- 2.4.2.7 Four (4) year Information Technology / Information System college degree.
- 2.4.2.8 Two (2) years experience deploying solutions to VMWare platforms.
- 2.4.2.9 Two (2) years experience leveraging EMC storage solutions including Centerra, CLARIION, and Symmetrix.
- 2.4.2.10 Experience architecting, installing, and configuring FileNET P8 5.0/5.1 and Enterprise Records 5.1.

**The State will not consider overlapping months of experience toward meeting the experience requirements. Experience, including environments, must be fully documented.**

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

- 2.4.3 Must have the ability to collaborate with supporting resources across business and/or functional lines.
- 2.4.4 Must have excellent oral and written skills and possess strong meeting and work session facilitation skills.
- 2.4.5 Must have the ability to work independently and as part of a team with the ability to manage time and resources to meet assigned deadlines.
- 2.4.6 Must have a strong understanding of prioritization stemming from the elicitation of system and/or user requirements.
- 2.4.7 Must have excellent organizational skills, proven analytical, planning, problem solving, and decision-making skills.
- 2.4.8 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(s) of project assignment. The resource's experience 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.

## **2.5 The ODPS State Work Support Requirements:**

- 2.5.1 The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the Offeror's quotation.
  - 2.5.1.1 Any reasonable request for access to the ODPS places of business.
  - 2.5.1.2 Help in setting up interview access with the ODPS personnel.

- 2.5.2 The State will provide a workstation for the consultant(s) during the life of this contract. Workstations consist of a work pod, chair, telephone, computer, and connection to the State's network, which provides access to the Internet.
- 2.5.3 The Offeror must describe the support it wants from the State to accomplish the project other than what the State has offered elsewhere in this Scope of Work. Specifically, the Offeror must address the following:
- 2.5.3.1 Nature and extent of State support required;
- 2.5.3.2 Assistance from State staff and the experience/qualification level required; and
- 2.5.3.3 Other support requirements.
- 2.5.4 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.

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

The Offeror shall include the working title, hourly rate, and total cost for each team member proposed in response to this Scope of Work. The following table is provided to assist in providing this information.

*(The following table assumes that the vendor will be selected by 1/31/2012, will begin work on 2/15/2012 and complete the work by 06/30/2012).*

## 2.6 **Estimated Schedule:**

RFQ Release	January 9, 2012
Inquiry Period Begins	January 10, 2012
Inquiry Period Ends	January 19, 2012
RFQ opening	January 25, 2012 at 3:00 p.m. EST
Evaluations / Interviews Conducted	January 26, 2012 thru January 31, 2012
Selection of Contractor/Approval Package to DAS	January 31, 2012
DAS approval and sanction of Award	February 7, 2012
Anticipated Award Date	February 14, 2012
Anticipated Start Date	February 15, 2012

## 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 from the award date through June 30, 2012. The State may renew the contract, 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.

### 3.3 **Contract Extension:**

The ODPS may unilaterally extend this agreement by giving thirty (30) days written notice prior to the expiration, for one (1) year with an additional six (6), one (1) month extensions at an 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 (BMV)  
P.O. Box 16520  
Columbus, Ohio 43216-6520

**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 ODPS' expense, may be performed on the designated contact person for assignment to this Agreement. The designated contact person may be required to complete "Unclassified Exempt Employees Background Check Form" 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, "Unclassified Exempt Employees Background Check Form").

**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 – Ohio Revised Code (O.R.C.) § 2909.33 (C):**

**In accordance with O.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,

- 3.8.3 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 O.R.C. § 2909.21.

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

### **3.9 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.

<http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

#### 3.9.1 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.

#### 3.9.2 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.

#### 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.

**3.10 Ohio Ethics Laws:**

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 and/or is not elected or appointed to an office of or employed by a County, Township, Municipal Corporation, or any other governmental entity, 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 <http://codes.ohio.gov/orc/102.04> (A), (B), and (C) because,

- 3.10.1 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 is employed; AND
- 3.10.2 The Contractor has filed the required statements with the following agencies:
  - 3.10.2.1 The appropriate ethics commission; AND
  - 3.10.2.2 His/her employing agency; AND
  - 3.10.2.3 The public agency to whom the goods and/or services will be provided.

**3.11 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).

**3.12 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).

**3.13 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 ODPS' 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 ODPS. 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.

**3.14 Equal Opportunity Requirements:**

- 3.14.1 The Contractor, and any of its subcontractors, shall comply with the requirements under O.R.C. § 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.
- 3.14.2 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.
- 3.14.3 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 2.6, 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.
  - 4.1.14.7 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.
  - 4.1.14.8 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 January 25, 2012.

**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

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 twenty-four (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 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>

4.4.3 Quotations must be received no later than 3:00 P.M., January 25, 2012. 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 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 Christina Lochbaum 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 January 25, 2012) 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.

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

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.

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.

#### 4.5.1 Project Plan:

The Offeror must provide a high level project plan which describes the approach, method(s), and work steps it plans to use to meet the RFQ requirements and complete the scope of work described in this RFQ. This project plan should demonstrate a thorough understanding of the nature of the project and indicate how the Offeror will meet ODPS deadlines for the Hardware installation. This plan or a resource plan is to include a description for each deliverable detailing the work or tasks to be performed and the resources, consultants and the ODPS, performing the tasks.

#### 4.5.2 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 2.5. The State will not consider overlapping months of experience toward meeting the experience requirements.

#### **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 resource's experience 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.

4.5.2.1 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).

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

4.5.2.3 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.

4.5.2.4 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).

- 4.5.2.5 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.

- 4.5.3 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 January 26, 2012 thru January 31, 2012. **No telephone interviews will be permitted. All interviews must be in person at the Ohio Department of Public Safety, Shipley Building, 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.

- 4.5.4 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).

- 4.5.5 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:

- 4.5.5.1 Customer's name and address.
- 4.5.5.2 Contact name, title, and current phone number.
- 4.5.5.3 Date contract began and date completed.
- 4.5.5.4 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).
- 4.5.6 Contract Performance:
  - The Offeror must provide the contract performance information for the past seven (7) years (Attachment 8).
- 4.5.7 A Contract between the ODPS and the Contractor:
  - The Offeror must submit a completed and signed contract signature page (Attachment 9).
- 4.5.8 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 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 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.
- 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 requirements specified in this RFQ.

Balance of this page intentionally left blank

**ATTACHMENT 1**

**QUOTATION/COST BREAKDOWN TABLE**

The Offeror must breakdown the each deliverable cost to reflect the STS rates, including the working title, hourly rate, and total cost for all resource(s) offered in response to this Scope of Work. The following table is provided to assist in providing this information.

<b>Individual(s)</b>	<b>Staffing Position Title</b> <i>(See Note 1)</i>	<b>STS Hourly Rate</b>	<b>Disc. Rate</b>	<b>Offered Hourly Rate</b>	<b>Est. Hrs</b> <i>(See Note 2)</i>	<b>Extended Cost</b>
		\$	%	\$		\$
		\$	%	\$		\$
<b>Total Not-to-Exceed Fixed Hours and Cost (The total must match the cost offered in Cost Summary Table I)</b>						\$

- Note 1:** Staffing position title must match categories listed and approved on the current Ohio STS identified above.
- Note 2:** The Offeror must identify the resource(s) and hours required to complete the deliverable.
- 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 ODPS 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**

<b>Candidate's Name:</b>			
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>		
<b>MANDATORY REQUIREMENT 2.4.1.1 - Certified FileNET P8 Installer:</b> Three (3) years experience architecting, installing, upgrading, and configuring FileNET P8 versions 4.0 and 4.5 including Records Manager 4.0.		
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>		
<b>MANDATORY REQUIREMENT 2.4.1.2 – Certified FileNET P8 Installer:</b> Three (3) years installing and configuring WebSphere Application Server (WAS).		
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>		
<b>MANDATORY REQUIREMENT 2.4.1.3 – Certified FileNET P8 Installer:</b> One (1) year experience integrating LDAP with applications.		
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>		
<b>PREFERRED REQUIREMENT 2.4.1.4 – Certified FileNET P8 Installer:</b> Four (4) year Information Technology/ Information System college degree.		
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>		
<b>PREFERRED REQUIREMENT 2.4.1.5 – Certified FileNET P8 Installer:</b> Two (2) years experience deploying solutions to VMWare platforms.		
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>		
<b>PREFERRED REQUIREMENT 2.4.1.6 – Certified FileNET P8 Installer:</b> Two (2) years experience leveraging EMC storage solutions including Centerra, CALRIION, and Symmetrix.		
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>		
<b>PREFERRED REQUIREMENT 2.4.1.7 – Certified FileNET P8 Installer:</b> Experience architecting, installing, and configuring FileNet P8 5.0/5.1 and Enterprise Records 5.1.		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.1 – FileNET Specialist/Architect:</b> Three (3) years experience architecting, installing, upgrading, and configuring FileNET P8 versions 4.0 and 4.5 including Records Manager 4.0.		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.2 – FileNET Specialist/Architect:</b> Three (3) years experience migrating FileNET content and data.		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.3 – FileNET Specialist/Architect:</b> Two (2) years experience configuring WebSphere Application Server (WAS).		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.4 – FileNET Specialist/Architect:</b> Three (3) years experience integrating LDAP with applications.		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.5 – FileNET Specialist/Architect:</b> Two (2) years experience working with users and/or clients to define requirements and provide technical advice in large scale environments involving 500+ users.		
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>		
<b>MANDATORY REQUIREMENT 2.4.2.6 – FileNET Specialist/Architect:</b> Two (2) years experience creating detailed design documents.		
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>		
<b>PREFERRED REQUIREMENT 2.4.2.7 – FileNET Specialist/Architect:</b> Four (4) year Information Technology/ Information System college degree.		
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>		
<b>PREFERRED REQUIREMENT 2.4.2.8 – FileNET Specialist/Architect:</b> Two (2) years experience deploying solutions to VMWare platforms.		
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>		
<b>PREFERRED REQUIREMENT 2.4.2.9 – FileNET Specialist/Architect:</b> Two (2) years experience leveraging EMC storage solutions including Centerra, CLARIION, and Symmetrix.		
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>		
<b>PREFERRED REQUIREMENT 2.4.2.10 – FileNET Specialist/Architect:</b> Experience architecting, installing, and configuring FileNET F8 5.0/5.1 and Enterprise Records 5.1.		
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 6**

**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 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.

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 9**

A CONTRACT BETWEEN  
THE OHIO DEPARTMENT OF PUBLIC SAFETY  
AND

\_\_\_\_\_  
(CONTRACTOR)

THIS CONTRACT, which results from **RFQ 12-190, FileNET P8 Upgrade Project Resource(s)**, 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 \_\_\_\_\_, 2012, 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 P. Charles, 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 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 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:** \_\_\_\_\_



office, and is to be requested by the employing agency. The results of the Webcheck will be reported directly to the requestor by the Attorney General's BCI&I.

List any felony or misdemeanor convictions in the past ten years, the date of convictions, and the city and state of such convictions.
List any traffic citations or accidents in the past five years, excluding parking infractions. Include the date of citations or accidents, and the city and state of such citations or accidents.
List any disciplines or actions taken against you for a breach of ethics or unprofessional conduct.
Briefly describe any other information which could prevent you from acting in the best interest of the state, or which could be an embarrassment to the state if disclosed.
List any pending civil suits in which you are a plaintiff or defendant, and any unresolved bankruptcy actions in which you are a debtor.
Are you currently in arrears on any court-ordered child support payments? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please explain.
*Within the past three years, have you been assessed a penalty for failure to file a timely federal or state personal income tax return or for failure to pay taxes owed? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please explain.

IF YOU HAVE BEEN HIRED FOR A POSITION INVOLVING FISCAL RESPONSIBILITY, PERSONNEL MATTERS, CONTRACT PROCUREMENT, OR YOU SUPERVISE SUCH EMPLOYEES, PLEASE COMPLETE THE NEXT TWO SECTIONS OF THIS FORM.

List any current outstanding debts over \$10,000.
---

List any current outstanding judgments or garnishments against you.
---

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THIS STATEMENT.**

I, \_\_\_\_\_, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH.

I UNDERSTAND THAT I AM AN UNCLASSIFIED EMPLOYEE SERVING AT THE PLEASURE OF THE DIRECTOR, AND THAT I CAN BE REMOVED AT ANY TIME WITH OR WITHOUT REASON.

SIGNATURE X	DATE
----------------	------

I SPECIFICALLY AUTHORIZE ANY LAW ENFORCEMENT AGENCY TO RELEASE MY RECORDS OR INFORMATION TO THE DIRECTOR OF THE OHIO DEPARTMENT OF PUBLIC SAFETY OR HIS DESIGNEE.

SIGNATURE X	DATE
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### DISCLOSURE QUESTIONNAIRE

NAME	POSITION SOUGHT
------	-----------------

Please type or print answers to each of the questions set forth below. Failure to answer any question truthfully may disqualify you from the position you seek. If an untruthful answer is subsequently discovered, it may be grounds to discharge you from that position. The truthful answer to any question or questions may not necessarily disqualify you from the position you seek, but your answers to these questions will constitute part of the information upon which the decision as to your employment is based. If the space provided for an answer is inadequate, please attach additional sheets for such answers.

Have you ever been a member of the armed forces of the United States, its reserve components, or the National Guard? If yes, please state branch, service period, and last rank, and please indicate if you did not receive an honorable discharge, were ever court-martialed, were ever assessed non-judicial punishment, resigned in lieu of court-martial, or were administratively discharged.
Have you ever, as an adult, been convicted of any crime, excluding minor traffic offenses? If yes, please identify.
Are you now under any charge or charges for any crime? If yes, please identify.
Have you ever, as an adult, been charged with any crime or arrested for any crime for which you were not convicted, excluding minor traffic offenses? If yes, please identify.
Has any civil litigation or garnishment action ever been filed against you? If yes, please identify.
Has any civil protection order or restraining order or emergency custody order relating to domestic violence or any other subject ever been entered against you? If yes, please identify.
Are you currently in arrears on any court-ordered child support payments? If yes, please identify.
Have you ever had any civil, administrative, or arbitration judgment or garnishment entered against you, or against any business in which you were the owner or the majority shareholder? If yes, please identify.
Have you ever filed personal bankruptcy or been adjudicated bankrupt?
Has any business that you have owned, or which you have been the majority shareholder, ever filed for bankruptcy or been adjudicated bankrupt? If yes, please identify.

<p>Have you ever failed to pay any debt owed to a governmental entity or any government-insured debt? If yes, please identify.</p>
<p>Have you ever applied for, or held a license for a business, trade, or profession that required proof of good character of examination? If yes, please identify the issuing authority.</p>
<p>Have you ever been denied such a license, had that license revoked or suspended, or been disciplined with respect to that license?</p>
<p>Have you ever been disciplined for or has any action ever been taken against you by any public or licensing authority or professional organization for any breach of ethics or unprofessional conduct or failure to make required disclosure? If yes, please identify.</p>
<p>Are all of your federal, state, and local taxes current? If no, please explain?</p>
<p>Have you ever received, other than as an employee, or has any business that you owned or of which you were the majority shareholder ever received, any income from the Ohio state governmental entity from which you now seek employment? If yes, please identify the income.</p>
<p>Have you ever received income as a lobbyist or "legislative agent" as defined in Ohio Rev. Code § 101.70 or "executive agency lobbyist" as defined in Ohio Rev. Code § 121.60 for work related to the Ohio General Assembly, any Ohio elected officer, or any agency or entity of the executive branch of the Ohio state government? If yes, please identify the entity receiving the income.</p>
<p>Have you, or you and/or your spouse, in the last five years, ever made contributions exceeding \$1,000 to any candidate for an Ohio state political office or to an Ohio state or local political party or to any candidate for a federal office in connection with any single primary or general election? If yes, please identify.</p>
<p>Do you legally have the right to work in the United States? (If employment is obtained, proof of eligibility will be required).</p>
<p>Do either you or your spouse own or are either you or your spouse the majority shareholder of any business that will derive income from the state agency that will employ you? If yes, please identify the business and the amount of annual income anticipated to be received.</p>
<p>Do you have any financial or business interest that might present a conflict of interest with your proposed state employment? If yes, please identify.</p>

I, \_\_\_\_\_, certify that all of the answers and statements on this form are true, complete and correct to the best of my knowledge and recollection, and are made in good faith.

<p>SIGNATURE <b>X</b></p>	<p>DATE</p>
-------------------------------	-------------

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: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PLEASE PRINT)

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