



Date: May 7, 2020

For MBE Suppliers Only

This is an Ohio Bureau of Workers' Compensation Request for Quote

RFQ #BWC200963

Denodo software license and maintenance for data virtualization

Engagement Period: July 1, 2020 to June 30, 2021

Quotes Due May 21st, 2021

The Ohio Bureau of Workers' Compensation (Ohio BWC) is requesting quotations for the items pictured below. Please include all the information requested and return by the due date. If an order (s) is placed as a result of this process, vendor selection will be based on the lowest responsive and responsible quote submitted. BWC may evaluate quotes or base on individual items when it is in our best interest.

PURPOSE

The purpose of this request is to solicit responses to select a best-fit vendor to work with the Ohio Bureau of Workers' Compensation (BWC) for Denodo software license and maintenance for data virtualization. A vendor that is currently on the State of Ohio State Term Schedule (STS) is preferred.

PRODUCT

- Denodo software license and maintenance for data virtualization.
 - Combined License & Premium Maintenance: 16 Cores for 12 months each.

IMPORTANT NOTE: Only quotes which include the following information will be considered:

REQUIRED INFORMATION:

- **Quote must include RFQ Number**
- **Subject Line of email or fax submission must include RFQ Number**
- **State Term Schedule Number, if applicable**
 - By entering a state contract number, you are certifying that your company has a current agreement with the State of Ohio to sell that item. The quoted price must be less than or equal to the current state contract price.
- **Quote expiration date, if applicable**
- **An Affirmative Action Program Verification Form submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B).**

A Sales and Use Tax Blanket Exemption is available upon request

Additional Requirements

Affirmative Action

Before a contract can be awarded or renewed, for any amount in excess of \$2,500.00, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). Further information can be found at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

New Supplier

If you are a new supplier with the State of Ohio, a Supplier Information Form must be completed and submitted to Ohio Shared Services through the Ohio Supplier Portal. You will also need to complete an IRS form W-9. Both the instructions and the form can be found at:

<http://supplier.ohio.gov>

Current Suppliers

If you are a supplier previously registered or currently doing business with the State of Ohio, please provide a completed IRS form W-9 with your quote that reflects the tax ID for your business currently registered with the State of Ohio.

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES.

Pursuant to Executive Order 2019-12D, no State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract. Executive Order 2019-12D is available at the following website:

https://procure.ohio.gov/PDF/EO2019-12D/EO_2019-12D2_Offshore.pdf

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 **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 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.

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.

Acknowledgement:

Upon submitting a quote for RFQ BWC200963, I acknowledge that I have read through the terms and conditions above and understand that these terms and conditions are a part of the Contract with the State and incorporated into the same.

Please e-mail your quote to my attention below and include the above quote number in the email subject line.

QUESTIONS:

Questions about this RFQ can be submitted from the date of posting up to May 18, 2020. Please allow two (2) business days for responses.

Submit quote with the required information, per the instructions noted above, via email to:

Daniel.C.3@bwc.state.oh.us

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