

**REQUEST FOR QUOTATION  
(RFQ)**

**ONLINE INTERNET SAFETY AND CYBERBULLYING AWARENESS TRAINING RESOURCES**

**PURPOSE:** The eTech Ohio Commission (eTech Ohio) is releasing this Request for Quote (RFQ) to solicit pricing of products and services for an online library of professional online curriculum resources for K-12 students, teachers, and administrators which support and promote provisions for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response. This curriculum must include digital citizenship and technology safety instruction that meet or exceeds the mandates of the Children’s Internet Protection Act (CIPA). The curriculum library should include, but not be limited to, high quality lessons incorporating media, tutorials, assessments, and supporting resources for a variety of delivery modalities as selected by the participating school district and/or school building personnel.

It is eTech Ohio’s intent to make the successful vendor’s product available to all of Ohio’s chartered public and non-public school districts as defined by the Ohio Department of Education.

RFQ Number:	ETQ-2013-001
RFQ Issue Date:	6/29/2012
Inquiry Period Begins:	7/10/2012
Inquiry Period Ends:	7/17/2012
RFQ Responses Due Date:	7/25/2012, 12:00 PM (EST)
Tentative Notice of Award Date:	8/8/2012
Issuance of Contract:	8/15/2012
Project Work to Commence:	9/1/2012

## SECTION 1: GENERAL OVERVIEW

### 1. Purpose

The eTech Ohio Commission (eTech Ohio) is releasing this Request for Quote (RFQ) to solicit pricing of products and services for an online library of professional online curriculum resources for K-12 students, teachers, and administrators which support and promote provisions for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response. This curriculum must include digital citizenship and technology safety instruction that meet or exceeds the mandates of the Children's Internet Protection Act (CIPA). The curriculum library should include, but not be limited to, high quality lessons incorporating media, tutorials, assessments, and supporting resources for a variety of delivery modalities as selected by the participating school district and/or school building personnel.

It is eTech Ohio's intent to make the successful vendor's product available to all of Ohio's chartered public and non-public school districts as defined by the Ohio Department of Education.

### 2. Functionality and Attributes

The successful Contractor must provide curriculum materials that include digital citizenship and technology safety instruction that meet or exceed the mandates of CIPA. Objectives that must be included (at a minimum) are:

- Cyberbullying Awareness and Cyber Safety
- Social Networking
- Inappropriate Content – Avoiding Sites, Exiting Sites
- The importance of open communication with responsible adults
- File-Sharing and Peer-to-Peer (P2P) Networks
- Identifying intrusive applications, describing the importance of anti-virus and security software
- Recognizing and avoiding online scams, Email scams, and online gambling
- Privacy, ethical issues and consequences for computer hacking, piracy, intentional virus deployment, invasion of privacy and the school acceptable use policy, copyrights
- Keeping passwords private, how to create strong passwords, avoiding entering personal information online, what to look for to determine if a web site is credible

The following attributes are also sought to be included in the system acquired, with some of these attributes being mandatory (M) and others being desirable (D).

- The solution must be a secure Contractor-hosted Internet system with user authenticated access from both on and off campus. (M)
- The solution must be accessible via a variety of modern web browsers across multiple platforms including: Internet Explorer 7 or later, Firefox 3.6 or later, Safari 4 or later on platforms including Windows, Mac OS, Linux, and iPad/iPad2. (M)
- The solution must not be Adobe Flash dependent. (D)
  - If the solution uses Adobe Flash is there a workaround in order to enable access on the iPad platform?
  - Are there plans to eliminate Adobe Flash dependence to permit full iPad support?
- The solution must provide curriculum that is grade appropriate for grades K through 12, segmented by grade level, and managed for delivery by grade level. (M)
- The curriculum must have been created in direct collaboration with a national expert(s) on current research on cyberbullying. (D)
- The curriculum must not be fear-based. (M)
- The system must provide the ability to generate district level reports at any time during the school year to report per grade per school building what percentage of students have

received instruction on all Internet safety objectives that are mandated by CIPA, and report the detailed information of students that have not met those objectives. (M)

- The system must provide the ability to generate State level reports at any time during the school year showing what percentage of students have received instruction on all Internet safety objectives that are mandated by CIPA, and what percentage have achieved mastery of those objectives. (M)
- District level accounts are to be created and maintained by eTech Ohio personnel at the State level, with the ability of each district and/or school building to import and mass create student accounts via data exported from local/regional student information systems. (M)
- Individual teachers must be able to be restricted in their view of student data such that they can view information only for students for which they have responsibility. (M)
- Individual administrators must be able to be restricted in their view of student data such that they can view information only for students in buildings and/or school districts for which they have responsibility. (M)
- The curriculum must include self-paced digital lessons that are segmented in a format in which concepts are explained to students, and then students are given the opportunity to practice what they have learned and receive immediate feedback on their responses. (M)
- The system must provide for student practice that includes operating within a protected and/or simulated web application environment encapsulated within the lessons. (D)
- Student assessment scores and mastery of objectives must be able to be exported to flat files (e.g. – CSV format) and imported into popular class grade book software systems allowing districts to integrate this information with other student progress information and report CIPA compliance simultaneously. (M)
- The curriculum must be spiraling, with critical objectives reinforced multiple times in different curriculum items. (D)
- The curriculum must include professional development for teachers on teaching online cyber safety. (M)
- The curriculum must include teacher and administrator professional development regarding current research on cyberbullying and other online safety topics. (M)
- Initial professional development on local administration of the successful Contractor's product must be provided statewide via a series of six webinars in collaboration with eTech Ohio personnel. (M)
- The successful Contractor, in collaboration with eTech Ohio personnel, will conduct eight (8) regional face-to-face (on-site, in Ohio) workshops to regional curriculum staff providing instruction to teachers on teaching online cyber safety. (M)

### **3. Delivery Methods**

The successful Contractor must provide course delivery through a secure online instructional web site environment. The successful Contractor's system must also provide teachers and administrators the ability to utilize the curriculum materials in classroom settings for teacher guided lessons and discussions, as well as mixed modalities where some portion of the curriculum is covered by teachers in a classroom setting and some is covered in a self-paced manner by students via a web browser.

### **4. Participant Outcomes**

The successful Contractor's system must be able to track/produce the following information for individual learners:

- Track individual student usage
- Produce record and/or transcript of completion (time spent online/ list and number of modules completed)
- Certificates of completion

## **5. Data & Reporting**

Contractors will be required to provide a listing of all types of reports available through the system. Contractors can submit samples of the type of reports available.

- Summary and detail usage reports
- Learner demographics
  - a. Grades taught
  - b. School district/building
  - c. Teacher ID
  - d. Module participation
  - e. Time/method of delivery
- Module type
- Student mastery by objective

## **6. Additional Functionality, Attributes, and Services**

Contractors should include a comprehensive overview of additional functionality and managed services available such as customer relationship management functionalities, social networking, data tracking, learner profiling, course recommendations/ assignment by administrators, reporting, training, account provisioning, and other tools that may enhance services.

## **7. Pricing**

Contractors will provide pricing information for unlimited usage by all chartered public and non-public schools recognized by the Ohio Department of Education in the State of Ohio during the 2012-2013 school/fiscal year (contract date through June 30, 2013). Prices should be all-inclusive of any necessary set up fees, licensing costs, and ongoing support costs for a service fully provided and hosted by the Contractor.

## **8. Implementation**

eTech Ohio desires a fast track implementation with this service being “live” by September 1, 2012. Contractors must provide an implementation timeline based on the live date of September 1, 2012. The timeline must include key dates, deliverables, tasks and assumptions. The implementation schedule should identify when branding assets and other resources from eTech Ohio will be required. Contractors may assume 1 FTE project coordinator from eTech Ohio will be available to direct implementation activities.

## **9. Account Provisioning and User Profiles**

The successful Contractor must allow for local account provisioning by an authorized representative of each school district. eTech Ohio personnel will manage district level accounts within the system, authorizing local district personnel who will create and manage other local accounts, including the mass creation of student accounts via exports from local/regional student information systems.

Contractor will provide a defined list of user types and profiles outlining system rights and access. This should also include system security levels associated with each user type.

## **10. Support Services**

Contractor must provide details regarding phone and online support of the learning environment, as well as customer service support for local account creators. The information must include days and times of services available with associated time zone(s), as well as, support offering and issue escalation procedure in the submission. Contractor must provide a designated point of contact for issue escalation from eTech Ohio.

## **11. Technical Specifications**

The successful Contractor solution will provide a hosted learning environment. This service is expected to provide reasonable availability on a 24x7 basis. Contractors must detail the nature of the technical infrastructure to deliver this service, including:

- Number and geographical location of hosting data center(s)
- Redundant power and network capability
- Web hosting platform, including high-availability provisions at the data, application, and presentation tiers
- Detailed service level commitments eTech Ohio can expect
- Security precautions incorporated for the physical facilities and the student, teacher, and district data that will be hosted
- Issue/outage notification procedures to eTech Ohio and service community, as well as a documented escalation process

## **12. References and Examples**

The successful Contractor will provide a minimum of three (3) references, Ohio based references preferred. Contractor should include examples of user and management reports with submission.

## SECTION 2: RFQ INSTRUCTIONS

The following section provides information about how to respond to this RFQ. All responses must be complete and in the prescribed format.

eTech Ohio may reject any RFQ response that is not in the required format, does not address all the requirements of this RFQ, and/or that eTech Ohio believes is excessive in price or otherwise not in its best interests to consider or to accept. In addition, eTech Ohio may cancel this RFQ, reject all the RFQ responses, and seek to do the work through a new RFQ or other means.

### 2.1 Contact(s)

eTech Ohio Commission  
Attn: Online Internet Safety and Cyberbullying Awareness Training Resources RFQ  
35 E. Chestnut Street, 8<sup>th</sup> floor  
Columbus, Ohio 43215

Email: [CIPA-training@etech.ohio.gov](mailto:CIPA-training@etech.ohio.gov)

From the release of this RFQ until an RFQ response is selected and any Contract executed, prospective Contractors may not communicate with any eTech Ohio staff, except through the methods stated in Section 2.2 of the Inquiry Period. This does not apply to communication if eTech Ohio initiates the communication. If a Contractor engages in any unauthorized communication, eTech Ohio may reject that Contractor's RFQ response.

### 2.2 Inquiry Period

Contractor may make written inquires regarding this RFQ only during the Inquiry Period beginning July 10, 2012 (8:00 AM EST) and ending July 17, 2012 (5:00 PM EST). All inquiries shall be submitted via Email to eTech Ohio as stated in Section 2.1.

Contractors submitting Email inquiries will receive an Email acknowledging that their inquiry has been received. Responses to all written inquires will be sent to all contractors. eTech Ohio will respond to all inquires in a reasonable and timely manner, excluding weekends and State holidays. eTech Ohio will not respond to any inquiries received after the Inquiry Period has ended.

### 2.3 Submission of RFQ Response

Quotes are Firm for 90 Days. Unless stated otherwise, once opened, all Quotes are irrevocable for ninety (90) days. Beyond ninety (90) days, the Contractor will have the option to honor their Quote or make written request to withdraw their quote from consideration.

The Contractor must submit one (1) original signed quote plus four (4) complete copies for a total of five (5) copies in a sealed envelope or container clearly marked Online Internet Safety and Cyberbullying Awareness Training Resources RFQ on the outside of its envelope or container. The original and each copy must be organized in the same manner as the items ordered in section 3 of this RFQ. The text "original" must appear on the cover of the original response and the text "copy" must appear on the cover of each additional copy of the original response.

**A Quote that is not properly and clearly marked and is inadvertently opened before the scheduled closing date may not be evaluated.**

eTech Ohio wants clear and concise RFQ responses. Contractors should take care to completely answer questions and meet the RFQ requirements. The requirements for the RFQ's content and formatting are contained in section 3 of this RFQ.

eTech Ohio will reject any RFQ response or unsolicited RFQ amendments that are received after the deadline. A Contractor that mails its RFQ response must allow for adequate mailing time to ensure its timely receipt.

eTech Ohio may reject any RFQ if the Contractor takes exception to the terms and conditions of the RFQ, fails to comply with the procedure for participating in the RFQ process, or the Contractor's response fails to meet any requirements of this RFQ.

eTech Ohio will not be liable for any costs incurred by a Contractor in responding to this RFQ, regardless of whether eTech Ohio awards the Contract through this process, decides not to go forward with the Project, cancels this RFQ for any reason, or contracts for the Project through some other process or by issuing another RFQ.

By submitting an RFQ, the Contractor acknowledges that it has read this RFQ, understands it, and agrees to be bound by its requirements. eTech Ohio is not responsible for the accuracy of the information regarding this RFQ that was gathered through a source different from the inquiry process described in this RFQ.

A Contractor may not be compensated for damages arising from inaccurate or incomplete information in the RFQ specifications or from inaccurate assumptions based upon the specifications.

Ohio Revised Code ("ORC") §9.24 prohibits eTech Ohio from awarding a Contract to any Contractor(s) against whom the Ohio Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a response, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery prior to the award of a Contract arising out of this RFQ, without notifying eTech Ohio of such finding.

All RFQ responses and other materials submitted become the property of eTech Ohio and may be returned only at eTech Ohio's option. Proprietary information should not be included in a RFQ response or supporting materials because eTech Ohio will have the right to use any materials or ideas submitted in any RFQ response without compensation to the Contractor. Any information provided may become subject to Ohio's Public Records Act (ORC §149.43, *et.seq.*) and thus may be a public record. Additionally, all RFQ responses will be open to the public after the Contract has been awarded.

## 2.4 RFQ Deadline

RFQ responses **must be received** by eTech Ohio no later than July 25, 2012 (12:00 PM EST).

RFQ responses must be hand delivered or mailed to:

eTech Ohio Commission  
Attn: Online Internet Safety and Cyberbullying Awareness Training Resources RFQ  
35 E. Chestnut Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43215

Telegraphic, Facsimiles, or any mode of transmission other than stated above will be rejected.

## 2.5 Contract Execution Form

In order for a Contractor's response to remain under active consideration, the Contractor must sign and return two (2) copies of the signed Contract Execution form to eTech Ohio with its response to the RFQ. Submittal of a signed Contract Execution form does not imply that a Contractor will be awarded the Contract. eTech Ohio will issue a tentative Notice of Award letter to the selected Contractor. The Contract will not be binding on eTech Ohio until, if required, approval of this contract is given by the eTech Ohio Commission and the State of Ohio Controlling Board, eTech Ohio's duly authorized representative signs both copies of the Contract Execution Form and returns one (1) copy to the Contractor, eTech Ohio issues a purchase order (or other relevant documents), and all other prerequisites identified in the contract have occurred.

eTech Ohio expects the Contractor to commence work within five (5) working days after eTech Ohio issues a purchase order under the Contract. If eTech Ohio awards a Contract pursuant to this RFQ and the Contractor is unable or unwilling to commence the work within a reasonable amount of time after Contract award, eTech Ohio reserves the right to cancel the Contract and return to the original RFQ process and evaluate any remaining Contractor responses capable of being selected for award of the Contract.

The Contract will consist of this RFQ, any written amendments to this RFQ, the Contractor's RFQ response, any authorized amendments to the Contractor's RFQ response, signed Contract Execution form, and any necessary purchase orders, requisition forms. The Contract will also incorporate any materials incorporated by reference in the above documents and any change orders issued under the Contract. The terms and conditions for the Contract are contained in the Section 8, the General Terms and Conditions section of this RFQ. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFQ, and any eTech Ohio approved amendments;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's proposal, and any approved amendments, clarified, and accepted by eTech Ohio; and
4. The documents and materials incorporated by reference in the Contractor's proposal.

Notwithstanding the order listed above, 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.

## **2.6 Waiver of Defects**

eTech Ohio may, at its sole discretion, waive any defects in the RFQ or in the RFQ response process followed by the Contractor; however, failure to exercise or enforce any right or provision provided for in this RFQ shall not be deemed a continuing waiver of any such right or provision.

## **2.7 Amendments to Contractor Submittal of RFQ**

Amendments or withdrawals of Contractor RFQ responses will be allowed only if the amendment or withdrawal is received before the RFQ due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFQ.

## **2.8 Amendments to the RFQ**

If eTech Ohio revises this RFQ before the RFQ due date, amendments will be announced and Contractors will be notified.

When an amendment to this RFQ is necessary, eTech Ohio may extend the due date through an announcement and notification to all Contractors. Amendments may occur any time before 5:00 p.m. EST on the day before the RFQ Due Date.

Amendments occurring after the RFQ due date will be distributed only to those Contractors whose responses are under active consideration. When eTech Ohio makes an amendment to the RFQ after RFQ's have been submitted, eTech Ohio will permit Contractors to withdraw their responses within 10 business days after notification of the amendment. This withdrawal option will allow any Contractor to remove its response from active consideration should the Contractor feel that the amendment changes the nature of the transaction so much that the Contractor's response is no longer in its interests. Alternatively, eTech Ohio may allow Contractors that have responses under active consideration to modify their responses in response to the amendment, as described below.

Whenever eTech Ohio makes an amendment after the RFQ due date, eTech Ohio will advise all Contractors whose responses are under active consideration whether they have the option to modify their responses in response to the amendment. If the Contractors are allowed to modify their responses, eTech Ohio may limit the nature and scope of the modifications. Unless otherwise stated in eTech Ohio's notice, modifications and withdrawals must be made in writing and must be submitted within the deadline given.

If this RFQ provides a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to eTech Ohio at the address and in the same manner required for response of the original RFQ's. Any modification that is broader in scope than eTech Ohio has authorized may be rejected and treated as a withdrawal of the Contractor's response.

### SECTION 3: RFQ SUBMISSION REQUIREMENTS

- RFQ Response **must be received** by eTech Ohio, 35 E. Chestnut Street, 8<sup>th</sup> floor, Columbus, Ohio 43215, no later than **July 25, 2012 (12:00 PM EST)**. Quotes received after this date will not be considered by eTech Ohio. RFQ Responses can be delivered in person or sent by mail to be delivered by the due date and time.
- RFQ Responses must acknowledge the Contractor's understanding and ability to perform the scope of work.
- RFQ Responses must be based on the scope of work and eTech Ohio will not be liable for any costs the Contractor does not identify in its Quote.
- RFQ Responses must be submitted in the following format. Contractor must submit one (1) original and four (4) complete copies for a total of five (5) copies. All five (5) copies shall be submitted in a sealed envelope or container clearly marked **Online Internet Safety and Cyberbullying Awareness Training Resources RFQ**.
- **Cover Letter:** This must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the quote. The cover letter will provide an executive summary of the solution the Contractor plans to offer.

The letter must also have the following:

- A statement regarding the Contractor's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
  - A list of the people who prepared the RFQ response, including their titles;
  - The name, phone number, fax number and e-mail address, if available, of one (1) contact person who has authority to answer questions regarding the RFQ response;
  - A list of all subcontractors, if any, that the Contractor will use on the Project if the Contractor is selected to do the work;
  - A statement indicating whether the Contractor or any individuals that may work on the project through the Contractor have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of the conflict. eTech Ohio has the right to reject an RFQ response in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict;
  - A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by eTech Ohio except when a candidate's unavailability is no fault of the Contract;
  - A statement that the Contractor's proposed solution for the Project meets all requirements of the RFQ.
  - A statement that the Contractor has not taken any exception to the General Terms and Conditions; and
  - A statement that the Contractor does not assume there will be an opportunity to negotiate any aspect of the proposal.
- **RFQ Detailed Response** Contractor must provide a detailed response to all items contained within this RFQ document Section 1, responding in the same order in which these items appear within this document. To facilitate these responses the Microsoft Word version of Section 1 is being made available for download.
  - **Contract Execution Form** (see attachment 2)

- **Contractor Profile Form** (see attachment 3)
- **Contractor References** (see attachment 4) Contractor must include three (3) references for which the Contractor has successfully provided services on projects that were similar in their nature, size, and scope to the project. The references must be from projects that were completed within the past five (5) years.
- **Contractor Performance Form** (see attachment 5).
- **Payment Address** – Contractor must provide the address to which payments to the Contractor will be sent.
- **W-9** – Contractor must provide one (1) signed, original W-9 form.
- **Government Business and Funding Contracts Form** (see attachment 6) – This form must be filled out completely.
- **DAS Standard Affirmation & Disclosure Form** (see attachment 7) – This form must be filled out completely.
- **Quotes shall be to the attention of:**
  - eTech Ohio
  - Attn: Online Internet Safety and Cyberbullying Awareness Training Resources RFQ
  - 35 E. Chestnut Street, 8<sup>th</sup> Floor
  - Columbus, OH 43215

## SECTION 4: EVALUATION AND AWARD

### 4.1 Evaluation of RFQ Responses

eTech Ohio may reject any RFQ response that is not in the required format, does not address all the requirements of this RFQ, and/or that eTech Ohio believes is excessive in price or otherwise not in its best interests to consider or to accept.

During the evaluation process, eTech Ohio may request clarifications from any Contractor under active consideration and may give any Contractor the opportunity to correct defects in its RFQ response if eTech Ohio believes doing so does not result in an unfair advantage for the Contractor and it is in eTech Ohio's interests to do so.

Evaluation of RFQ responses and award of the Contract will be based on the lowest quote and responsive and responsible Contractor, defined as:

- **Lowest Quote** offers the lowest cost for all products and services requested in the RFQ in comparison to all other Contractors submitting Quotes. While Contractors may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest Quote.
- **Responsive Contractor** is a contractor whose Quote responds to the bid specifications in all material aspects and contains no irregularities or deviations from the specifications which would affect the amount of the quote or otherwise give the bidder a competitive advantage.
- **Responsible Contractor** includes the experience of the Contractor; the Contractor's financial condition the Contractor's conduct and performance on previous contracts; facilities, the Contractor's management skills, and the Contractor's ability to execute the contract properly.

If two or more Contractors offer the same cost and both are determined to be responsive and responsible, eTech Ohio may break the tie with the flip of a coin. eTech Ohio may assign "heads" and "tails" to the Contractors. The coin flip may be conducted in the presence of the Contractors, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

### 4.2 Contract Award

eTech Ohio plans to make a tentative award decision and notify the potential Contractor for the Project on August 8, 2012 (12:00 PM EST). The actual award and execution of the Contract will be on August 15, 2012 (5:00 PM EST), pending approval of the Contract by the eTech Ohio Commission and the State of Ohio Controlling Board, if necessary. The Contract will not be binding on eTech Ohio until, if required, approval of this contract is given by the eTech Ohio Commission and the State of Ohio Controlling Board, eTech Ohio's duly authorized representative signs both copies of the Contract Execution Form and returns one (1) copy to the Contractor, eTech Ohio issues a purchase order (or other relevant documents), and all other prerequisites identified in the contract have occurred.

None of the rights, duties, or obligations in this RFQ or actual Contract award will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

- All statutory provisions under the Ohio Revised Code, including §126.07, have been met;
- All necessary funds are made available by the appropriate state agencies;
- If required, approval of this Contract is given by the eTech Ohio Commission and/or the State of Ohio Controlling Board; and
- If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

## **ATTACHMENT 1: GENERAL TERMS AND CONDITIONS**

### **1. ENTIRE CONTRACT**

The Contract constitutes the entire understanding between the parties hereto with reference to the matters contained herein, there being no conditions, warranties or representations other than those contained herein. This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

### **2. AVAILABILITY OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party until all of the following conditions have been met: (i) all Ohio statutory provisions of the Ohio Revised Code have been complied with, including ORC §126.07; (ii) all necessary funds are available or encumbered by the appropriate state agencies; (iii) if required, approval of expenditure of funds is given by the Controlling Board of the State of Ohio; (iv) if eTech Ohio is relying on federal or third-party funds for this Contract, that such funds have been made available, and (v) this Contract has been fully executed.

### **3. INTELLECTUAL PROPERTY: RIGHTS IN DATA, PATENTS AND COPYRIGHT**

eTech Ohio shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent, copyright, trademark or service mark in the United States or any other country for any of the reports, data or material prepared by the Contractor pursuant to this Contract unless such disclosure is approved in writing by eTech Ohio prior to the application. In the event that such a patent, copyright, trademark or service mark is obtained, the Contractor shall, at the request of eTech Ohio, provide eTech Ohio written authorization for eTech Ohio and any other person, agency or instrumentality contributing financial support to the work covered by this Contract to make use of the subject of said patent disclosure without payment therefore.

The Contractor warrants that the services provided pursuant to this Contract will not infringe upon any United States or foreign letters, patents, trademarks, copyrights or other proprietary rights, and the Contractor agrees to defend, protect and hold harmless eTech Ohio, its employees, agents, successors, assigns, customers and users of such items, against any and all causes of action and from all damages and expenses including attorneys' fees resulting from claims and demands from actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. eTech Ohio reserves the right to participate in any such action brought against eTech Ohio at Contractor's expense.

To the extent that the work performed pursuant to this Contract includes any work of authorship entitled to protection under the copyright laws, the work shall be deemed a work made for hire to the greatest extent permitted by law. eTech Ohio shall be the sole author of the work and any work embodying Contractor's work according to the United States Copyright Act. To the extent that the work is not properly characterized as a work made for hire, Contractor shall grant eTech Ohio all rights, title and interest in the work, including all copyright rights, in perpetuity and throughout the world.

Contractor agrees to return to eTech Ohio within thirty (30) days of the effective date of termination of this Contract any information set forth in reports, documents, lists, or other materials given to, prepared or assembled by Contractor pursuant to this Contract.

#### **4. TERMINATION**

This Contract may be terminated only as follows:

- 4.1 By eTech Ohio without cause upon a fourteen (14) day written notice to the Contractor.
- 4.2 By mutual written consent of all parties.
- 4.3 eTech Ohio may immediately terminate this Contract if the Contractor has breached any provisions of this Contract. The following events shall be deemed to be a breach by the Contractor of its obligations hereunder provided, however, said list shall not be deemed all inclusive:
  - 4.3.1 Failure by the Contractor to timely perform his/its obligations hereunder.
  - 4.3.2 Contractor ceases doing business.
  - 4.3.3 Contractor files for protection under any state or federal bankruptcy, or similar laws, during the term of this Contract.
  - 4.3.4 If Contractor or any of its subcontractors perform services under this Contract outside of the United States.
- 4.4 By eTech Ohio at the end of the current biennium which is June 30, 2013.

If the Ohio General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, eTech Ohio's obligations under this Contract are terminated as of the date the funding expires and eTech Ohio shall have no further obligations hereunder. If eTech Ohio discovers or is notified of the discontinuation of funding for this Contract, then eTech Ohio agrees to notify Contractor of said discontinuation as soon as is practicable. The Contractor shall not perform any work under the Contract after receiving such notice.

#### **5. NON DISCRIMINATION**

Contractor agrees that it, any subcontractor, and any person acting on its or such subcontractor's behalf, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract, on the basis of race, color, national origin, sex, religion, age, ancestry, military status, or disability, in compliance with Ohio Revised Code §125.111.

#### **6. DRUG FREE WORKPLACE**

Contractor shall comply with all applicable federal, state and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### **7. ETHICS LAW**

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics and conflicts of interest laws.

#### **8. OHIO ELECTIONS LAW**

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

## **9. INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed by the parties that Contractor shall perform all duties hereunder as an independent contractor and not as the agent of eTech Ohio and, therefore, no agency or partnership relationship exists between eTech Ohio and Contractor. Neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party, except as expressly provided herein. Contractor has full opportunity to find other business and has made an investment in its business. Contractor will retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Contract. It is further understood and agreed the Contractor shall not be considered an employee of eTech Ohio and shall not be eligible for state employee benefits, including worker's compensation coverage.

## **10. FINDINGS FOR RECOVERY AND DEBARMENT**

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

Contractor further represents and warrants that he or she is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code §153.02 or Ohio Revised Code §125.25.

## **11. REPRESENTATIONS AND WARRANTIES**

Each party that has executed this Contract through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other party that the undersigned representative has full authority to execute this Contract on behalf of the party for whom said authorized representative purports to act.

Contractor, any subcontractor or person acting on behalf of Contractor, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

## **12. LIABILITY**

Contractor agrees to fully indemnify and hold harmless eTech Ohio and the State of Ohio from any and all liability, losses, claims, damages, and expenses arising out of Contractor's performance (or non performance) of its obligations hereunder.

In no event shall eTech Ohio or the State of Ohio be liable to Contractor for indirect, consequential, incidental, special, or punitive damages, or lost profits. Notwithstanding any language to the contrary, Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence.

## **13. AVAILABILITY OF BOOKS AND RECORDS**

Contractor agrees that eTech Ohio shall have the right to review Contractor's books and records pertaining to this Contract for a period of at least three (3) years after the expiration of this Contract

and shall make such records available to eTech Ohio. Such records shall be supported by contracts, invoices, vouchers, and other data as appropriate.

#### **14. PUBLIC RECORDS AND CONFIDENTIALITY**

- 14.1 Contractor shall maintain any and all records associated with the subject of this Contract in accordance with any applicable state and federal laws, including but not limited to the Ohio Revised Code, and the Family Educational Rights and Privacy Act of 1974, as amended.
- 14.2 It is expressly understood by the parties that eTech Ohio is a state agency and is subject to the Ohio Public Records Act, ORC §149.43, *et seq.*, and that any record kept by eTech Ohio that is deemed a public record is subject to release if a proper request is made.
- 14.3 All information submitted to eTech Ohio will be considered public information not exempt from disclosure unless identified as a trade secret, as defined by 18 U.S.C. §1839. Any assertion of trade secrets information must be clearly identified and the basis for the assertion must be included. eTech Ohio will make the determination as to whether Contractor has adequately demonstrated the information was a trade secret.
- 14.4 In the event of an asserted trade secret, Contractor must indemnify and hold eTech Ohio harmless and defend against all actions or proceedings that may ensue (including attorneys' fees), which seek to order eTech Ohio to disclose the information.

#### **15. GOVERNMENT BUSINESS AND FUNDING FORM**

Pursuant to ORC §2909.33, any Contractor seeking business contracts with and funding from any government entity in an annual aggregate amount of \$100,000.00 or greater, must complete forms indicating that they have not provided financial assistance or support to a terrorist organization. Contractor agrees to complete a Government Business and Funding form in its entirety, attached hereto and incorporated herein, as *Attachment 6*.

Contractor hereby represents and warrant to eTech Ohio that it has not provided any material assistance, as that term is defined in ORC §2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that he or she has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization" form (*Attachment 6*). Contractor further represents and warrants that it has provided or will provide such to eTech Ohio prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay to eTech any funds paid under this Contract.

#### **16. NO EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES**

The Contractor affirms to have read and understands the Governor's 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 Executive Order can be found at the following website: <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Contractor also affirms, understands, and agrees to immediately notify eTech Ohio 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 is outside of the United States.

If Contractor or any of its subcontractors perform services under this Contract outside of the United State, the performance of such services shall constitute a material breach of this Contract. eTech Ohio 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 eTech Ohio all funds paid for those services. eTech Ohio may also recover from the Contractor all costs associated with any corrective action eTech Ohio 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.

eTech Ohio may, at any time after the breach, terminate this Contract, upon written notice to the Contractor. eTech Ohio 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 eTech Ohio determines that actual and direct damages are uncertain or difficult to ascertain, eTech Ohio in its sole discretion may recover a payment of liquidated damages in the amount of twenty percent (20%) of the value of the Contract.

eTech Ohio, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach within twenty one (21) calendar days. During the cure period, eTech may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding eTech Ohio permitting a period of time to cure the breach or the Contractor's cure of the breach, eTech Ohio does not waive any of its rights and remedies provide eTech Ohio 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.

## **17. GENERAL**

### **17.1 ASSIGNMENT OR SUBCONTRACT**

This Contract shall not be assigned or subcontracted without prior written consent of eTech Ohio.

### **17.2 BINDING EFFECT, AMENDMENTS OR MODIFICATION**

This Contract shall bind the parties hereto, their respective assigns, successors, receivers, and representatives of any type whatsoever, and shall not be amended or modified unless done so in writing signed by both parties.

If eTech Ohio's governing Ohio statutes shall subject it to new or differing statutory requirements affecting contracts, this Contract shall be subject to and conditioned upon compliance with such requirements, unless otherwise provided by Ohio law.

### **17.3 NO WAIVER**

The failure of any party to exercise or enforce, in any respect, any right or provision provided for in this Contract shall not be deemed a continuing waiver of any such right or provision.

#### **17.4 DRAFTING OF CONTRACT**

All parties hereto shall be deemed to have participated equally in the drafting of this Contract, and the choice of language, terms, and conditions contained herein, including, but not limited to, any and all exhibits and/or schedules, created contemporaneously herewith or for the purpose of being attached hereto. For the purpose of enforcement, construction, and interpretation all such documents, language, terms, formulas, exhibits, conditions, and covenants, shall be deemed to be equal work product of each party.

#### **17.5 SEVERABILITY**

The provisions of this Contract are severable and independent, and if any such provision of this Contract shall be determined to be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The remaining provisions and any partially enforceable provisions shall not in any way be affected or impaired unless such severance would cause this Contract to fail of its essential purpose.

#### **17.6 HEADINGS**

The headings herein are for reference only. They are not intended and shall not be construed to be a substantive part of this Contract or in any other way to effect the validity, interpretation, or effect of any of the provisions of this Contract.

#### **17.7 GOVERNING LAW**

This Contract and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and jurisdiction for any dispute shall be in the appropriate court in Franklin County, Ohio.

#### **18. CHANGE ORDERS**

eTech Ohio may make reasonable changes, within the general scope of the Project, to the period of performance. eTech Ohio will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if eTech Ohio provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from eTech Ohio. Within 5 business days after receiving the Change Order, the Contractor will sign it to signify acknowledgement of the change.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their performance schedule. eTech Ohio will not pay any Contractor or subcontractor for the Change Order.

#### **19. CONTRACTOR'S PROHIBITIONS REGARDING DANGEROUS ORDNANCES**

Contractor and its agents are prohibited from possessing or having under their control, a "deadly" weapon or "dangerous ordnance" (each as defined in ORC §2923.11), while conducting business related to this Contract, or while conducting business in or on state-owned or leased property.

Contractor and its agents shall not carry or store a weapon or dangerous ordnance in a building or portion of a building owned or leased by eTech Ohio. This includes but is not limited to state-owned or leased vehicles, state-owned and/or controlled parking facilities, garages or surface lots. Prohibited items shall not be stored in personal vehicles parked on state-owned and/or leased property.

Any Contractor or Contractor's agent who has been issued a Permit to carry a concealed weapon in the State of Ohio is not exempt from the above provisions. Those who carry or possess a weapon MUST store said weapon, in accordance with the law, prior to entering such areas in which a weapon is prohibited.

**20. NOTICE**

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States mail, certified, return receipt requested, addressed to the following parties:

Contractor:	[Contractor] [Address] [City], [State] [Zip Code]
eTech Ohio:	Greg Davidson, Interim Executive Director eTech Ohio 35 E. Chestnut Street, 8 <sup>th</sup> floor Columbus, OH 43215 Facsimile: (614) 728-1899

**ATTACHMENT 2: CONTRACT EXECUTION FORM**

THIS CONTRACT, which results from **Online Internet Safety and Cyberbullying Awareness Training Resources RFQ, ETQ-2013-001**, is between the **eTech Ohio Commission** ("eTech Ohio"), located at 35 E. Chestnut Street, 8<sup>th</sup> fl. Columbus, OH 43215 and **[Contractor]** ("Contractor"), whose address is [Address, City, State, Zip Code].

If this Request for Quote (RFQ) results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's Quote, and written, authorized amendments to the Contractor's quote. It will also include any materials incorporated by reference in the above documents and any 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 as if fully written and incorporated herein. The General Terms and Conditions for the Contract are contained in the RFQ and fully incorporated herein. If there are any conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFQ, and any eTech Ohio approved amendments;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's Quote, and any approved amendments, clarified, and accepted by eTech Ohio; and
4. The documents and materials incorporated by reference in the Contractor's proposal.

This Contract has an effective date of the later of \_\_\_\_\_, 20 \_\_, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

\_\_\_\_\_  
(Contractor)

eTech Ohio Commission  
(State of Ohio Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Greg Davidson  
(Printed Name)

\_\_\_\_\_  
(Title)

Interim Executive Director  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT 3: CONTRACTOR PROFILE FORM**

Contractor's Legal name:		Address:	
Phone Number:	Fax Number:		Email Address:
Home Office Location:	Date Established:	Ownership:	
Firm Leadership:			
Number of Employees:		Number of Employees Directly Involved In Tasks Directly Related to the Work:	
Percentage of Women Nationally:		Percentage of Women in Ohio:	
Percentage of Minorities Nationally:		Percentage of Minorities in Ohio:	
Additional Background Information:			

**Attachment 4: Contractor Reference Form**

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

### Attachment 4: Contractor Reference Form

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

**Attachment 4: Contractor Reference Form**

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

### Attachment 5: Contractor Performance Form

The Contractor must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	Whether the Contractor has had a contract terminated for default or cause. If so, the Contractor must submit full details, including the other party's name, address and telephone number.
	Whether the Contractor has been assessed damages in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Contractor must provide complete details, including the name of the other organization, the reason for the damages and the amount for each incident.
	Whether the Contractor was the subject of any governmental action limiting the right of the Contractor 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 Contractor, or any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has filed bankruptcy, reorganization, a debt arrangement, moratorium or any proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding.
	Whether the Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item (1) through (6) is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Contractor from consideration, at the sole discretion of eTech Ohio, such an answer and a review of the background details may result in a rejection of the Contractor's RFQ response. eTech Ohio will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Contractor's performance on the Project, and the best interests of eTech Ohio.

# ATTACHMENT 6: DMA FORM

Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  YES  NO
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  YES  NO
3. Have you knowingly solicited funds or other things of value from an organization on the U.S. Department of State Terrorist Exclusion List?  YES  NO
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  YES  NO
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  YES  NO
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  YES  NO

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified by the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on this declaration.

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

**ATTACHMENT 7: DAS FORM**

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed to this Contract, the Contractor shall deliver to eTech Ohio the completed form below.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below (add more lines if necessary) or by attachment. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip Code)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip Code)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip Code)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip Code)