



Date: September 15, 2020

For MBE Suppliers Only

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

RFQ #BWC210322

IBM Secret Server License and Subscription

Engagement Period: Twelve Months of Support

Quotes Due September 23, 2020 by 2 P.M. ET

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.

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

Part No.	Quantity	Part Description
D21ZQLL	37	IBM Security Secret Server for Privileged Users per User Value Unit License + SW Subscription & Support 12 Months

I. 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.
- **Estimated shipping time-frame**
- **Freight charges, if applicable**
- **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

II. EXECUTIVE ORDER REQUIREMENTS:

EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2019-12D 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.

https://content.govdelivery.com/attachments/OHOOD/2019/03/04/file_attachments/1166430/Signed%20EO%202019-12D.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 BWC210322, 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 fax or e-mail your quote to my attention below and include the above quote number in the fax cover sheet or email subject line.

JacLynn R.

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 **Ohio** | Bureau of Workers'
Compensation