

**REQUEST FOR QUOTATION**  
**10-151**

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

**DATE ISSUED: SEPTEMBER 3, 2009**

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

**CISCO SENIOR NETWORK ANALYST**

**YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN  
THIS DOCUMENT. SIGNED QUOTATION MUST ARRIVE BY 3:00 P.M. SEPTEMBER  
18, 2009 TO:**

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

**FAX QUOTATION TO:**

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

**FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN  
SEPTEMBER 25, 2009 TO:**

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

## 1 General Overview

### 1.1 Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting quotations for a Cisco Senior Network Analyst (Consultant) to provide an assessment of the current department network and provide best-practice designs for the future network based on requirements defined by the ODPS. The Consultant will work on the Law Enforcement Automated Data System (LEADS) Network Separation Project.

If a suitable offer is made in response to this 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.

The ODPS has estimated that it will require one (1) resource a maximum of five hundred (500) hours in Fiscal Year 2010 (FY10) to complete this work. Thus, the response to this Statement of Work shall not exceed five hundred (500) hours.

The awarded Contract resulting from this RFQ will be from the award date through June 30, 2010 or the allotted hours have been exhausted, whichever occurs first. The awarded Contractor must maintain a valid State Term Schedule (STS) Contract for the length of this contract.

Each proposal offered shall be for one (1) candidate. An Offeror shall submit only one proposal. Submitting multiple proposals may result in the Offeror being deemed not responsive.

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 proposal of the Offeror.

### 1.2 Background:

The ODPS is in the process of redesigning the department network. Currently, the ODPS and LEADS operate on the same network, which is administered by the Ohio State Highway Patrol (OSHP). Users of the current network are located across the state of Ohio consisting of the following:

- The Shipley building (ODPS Headquarters)
- The State of Ohio Computing Center (SOCC)
- Two hundred thirteen (213) Deputy Registrar's Offices
- One Hundred forty-six (146) County Clerk of Court of Common Pleas Title Offices
- Seventy (70) OSHP Posts
- Eighteen (18) Bureau of Motor Vehicles (BMV) Offices, including:
  - Five (5) District Offices
  - Six (6) Investigation Offices
  - Seven (7) Reinstatement Offices
- Nine (9) Ohio Investigative Unit (OIU) Offices, including:
  - Six (6) District Offices
  - The Central Evidence Facility at Alum Creek
  - The Columbus District Evidence Area
  - The Central Laboratory

The general objective of the network-redesign project is to separate LEADS from the ODPS network. Upon completion of the project, the ODPS will take over the management responsibilities for the department network, while the OSHP will continue to manage the LEADS network.

### 1.3 **Objective:**

The ODPS is soliciting quotations for a Senior Network Analyst (Consultant) to provide an assessment of the current department network and provide best-practice designs for the future network based on requirements defined by the ODPS.

## 2 **Specifications**

### 2.1 **Scope of Work:**

Along with performing network analyses and generating the required deliverables, the Consultant will be responsible for coordinating all activities with the ODPS project manager, the OSHP network team and any other party involved in the project. It is the Consultant's responsibility to ensure the project is completed properly and on schedule.

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

The Contractor shall provide one (1) Senior Network Analyst (Consultant) that will work onsite at ODPS under the direction of the Information Technology Office (ITO). The proposed consulting resource must meet the following mandatory requirements in order to be eligible for consideration:

- 2.2.1 **Current Cisco Certified Network Professional (CCNP) and/or Cisco Certified Design Professional (CCDP) certification or greater (i.e. Expert Level Certification). \***
- 2.2.2 At least five (5) years of verifiable and demonstrable experience in network design and network administration within the past seven (7) years.
- 2.2.3 At least five (5) years of verifiable and demonstrable experience in Information Technology project management.
- 2.2.4 At least five (5) years of verifiable and demonstrable experience eliciting and defining user requirements through observation, interviews, and analysis.
- 2.2.5 At least five (5) years verifiable and demonstrable experience analyzing user requirements and conducting fit gap analysis.
- 2.2.6 Verifiable and demonstrable experience working with CISCO Works and/or EMC SMARTS.
- 2.2.7 At least three (3) years verifiable and demonstrable experience as a network administrator working with large networks [minimum of one hundred (100) or more WAN locations].
- 2.2.8 Verifiable and demonstrable experience working with Edge Service Routers (ESR) and Content Services switches.

Furthermore, it is **preferred**, but not required the candidate have one or more of the following qualifications / certifications:

- 2.2.9 Cisco Certified Internetwork Expert (CCIE) Certification.
- 2.2.10 Cisco Certified Design Expert (CCDE) Certification.

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

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

- 2.2.11 The ability to collaborate with supporting resources across business and/or functional lines.
- 2.2.12 Excellent oral and written skills and possess strong meeting and work session facilitation skills.
- 2.2.13 The ability to work independently and as part of a team with the ability to manage time and resources to meet assigned deadlines.

- 2.2.14 A strong understanding of prioritization stemming from the elicitation of system and/or user requirements.
- 2.2.15 Excellent organizational skills, proven analytical, planning, problem solving, and decision-making skills.
- 2.2.16 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 proposal. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

### **2.3 Deliverables:**

The Consultant will be responsible for providing:

- 2.3.1 Detailed documentation for the current ODPS network design, including:
  - 2.3.1.1 The Local Area Network (LAN) environment.
  - 2.3.1.2 The Wide Area Network (WAN) environment.
  - 2.3.1.3 The core network.
- 2.3.2 Detailed analyses and assessment of the current network security, including:
  - 2.3.2.1 Access point control.
  - 2.3.2.2 Virtual Private Network (VPN) architecture.
  - 2.3.2.3 Firewall placement.
  - 2.3.2.4 Virtual Local Area Networks (VLANs).
- 2.3.3 Detailed documentation of future network requirements. These requirements include but are not limited to the following aspects:
  - 2.3.3.1 Adequate connectivity redundancy to support business continuity and disaster recovery.
  - 2.3.3.2 Higher bandwidth.
  - 2.3.3.3 Secure network.
- 2.3.4 Detailed architectural network designs which fulfill future requirements.

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

- 2.4.1 The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the Offeror's quotation.
  - 2.4.1.1 Any reasonable request for access to the ODPS places of business;
  - 2.4.1.2 Help in setting up interview access with the ODPS personnel.
- 2.4.2 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:
  - 2.4.2.1 Nature and extent of State support required;
  - 2.4.2.2 Assistance from State staff and the experience/qualification level required; and

2.4.2.3 Other support requirements.

2.4.3 The State may not be able or willing to provide the additional support the Offeror lists in this part of its RFQ response. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's response if the State is unwilling or unable to meet the requirements.

2.4.4 The State will provide a workstation for the consultant 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 Estimated Schedule:**

RFQ Release	September 3, 2009
Inquiry Period Begins	September 4, 2009
Inquiry Period Ends	September 16, 2009
RFQ opening	September 18, 2009 at 3:00 p.m. EDT
Interviews and Evaluation Conducted	September 21 through October 9, 2009
Selection of Contractor/Approval Package to DAS	October 16, 2009
DAS approval and sanction of Award	October 23, 2009
Anticipated Award Date	October 30, 2009
Anticipated Contractor Start Date	November 2, 2009

**3 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:**

The awarded Contract resulting from this RFQ will be from the award date through June 30, 2010 or the allotted hours have been exhausted, whichever occurs first.

**3.3 Contract Renewal:**

The ODPS may renew this agreement by giving thirty (30) days written notice prior to the expiration, for an additional six (6), one (1) month extensions at the Offered hourly rate not to exceed the current contract rate.

**3.4 Compensation:**

The Contractor will not submit more than one invoice for work performed within a 30-day period. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and three copies monthly to:

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

**3.5 Sub-contracting:**

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

**3.6 Background Check:**

A background check, at the ODPS expense, may be performed on the designated contact person for assignment to this Agreement. The designated contact person may be required to complete a "Background Information 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 10, 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 - Sec. 2909.33 (C):**

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

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

or

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

and,

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

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

**3.9 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 11, Nondisclosure Agreement).

**3.10 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 12, Confidentiality and Conduct Agreement).

**3.11 Work Rules, Policies and Procedure Compliance:**

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the state of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

**3.12 Equal Opportunity Requirements:**

- 3.12.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC § 125.111. The Contractor and any of its subcontractors shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.
- 3.12.2 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.
- 3.12.3 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 2.8, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
  - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
  - 4.1.7.2 Name of the prospective Offeror;

- 4.1.7.3 Representative's business phone number; and
- 4.1.7.4 Representative's e-mail address.
- 4.1.8 Type the inquiry in the space provided including:
- 4.1.9 A reference to the relevant part of this RFQ;
- 4.1.10 The heading for the provision under question; and
- 4.1.11 The page number of the RFQ where the provision can be found.
- 4.1.12 Click "Submit".
- 4.1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 4.1.14 Offerors may view inquiries and responses using the following process:
  - 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
  - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
  - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
  - 4.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
  - 4.1.14.5 Click "Find It Fast";
  - 4.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 4.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on September 4, 2009.

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

Requests from potential Offerors for copies of previous RFQ's, past Offeror proposals, 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 mail or e-mail to:

Ohio Department of Public Safety Public Records Manager/Administrator Administration Division 1970 W. Broad Street Columbus, Ohio 43223
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or

<a href="mailto:PublicRecords@dps.state.oh.us">PublicRecords@dps.state.oh.us</a>
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The posted time frames for responses to internet questions for RFQ clarification do not apply PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

#### **4.3 Clarifications:**

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

- 4.3.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a "reply" to the request for clarification within 24 hours (not including weekends or holidays).

#### 4.4 Intentions:

- 4.4.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.
- 4.4.2 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., September 18, 2009. 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 P.O. Box 182081 Columbus, Ohio 43223

#### **DELIVERY INSTRUCTIONS**

- 4.4.4 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.
- 4.4.5 Included in the sealed package, the Offeror must also submit a copy of the Proposal on CD-ROM in Microsoft Word, Microsoft Excel, Microsoft Project, 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 Proposal.
- 4.4.6 If delivering 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 William J. Kirwin at (614) 752-6003. 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 September 18, 2009) Monday through Friday.
- 4.4.7 Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.
- 4.4.8 A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation.

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

- 4.5.1 RFQ Response Cover Letter:

The Offeror must **HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK** before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

#### 4.5.2 Quotation /Cost Summary:

Offerors will complete the Quotation/Cost Summary form/table found in Attachment 1 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the State Term Schedule (STS) rates. The Offeror will provide and attach a comparison of their approved STS rates and the discounted rates included in the RFQ response.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachment 1) and the Offeror must identify all costs associated with performing the work. 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.

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

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

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

During the interview process with the ODPS staff, the resource consultant(s) must demonstrate competence/experience in their specific area(s) of project assignment. The 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 proposal. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

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

**4.5.3.1 References:** Provide at least three (3) references for which each proposed resource has successfully demonstrated meeting the requirements of the Scope of Work on a project of similar size and scope in the previous five (5) years. The name of the person to be contacted, phone number, company, 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 proposal if less than three (3) references are given (Attachment 2).

**4.5.3.2 Education and Training:** This section must be completed to list the education and training for each proposed candidate and will demonstrate, in detail, the 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).

- 4.5.3.3 Resume: Each resource's resume must follow/support the above criteria and show how the resource meets the qualifications listed for the position in the SOW.
- 4.5.3.4 Mandatory Experience and Qualifications: The Offeror must complete this section to show how a resource meets the mandatory experience requirements, if any are applicable to that resource. If any resource does not meet the mandatory requirements for the position the resource is proposed to fill, the Offeror's Proposal may be rejected as non-responsive (Attachment 4).
- 4.5.3.5 Required and Preferred Experience and Qualifications. The Offeror must complete this section, if applicable, to show how its resource meets the experience requirements (Attachment 4).

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

Candidate's Name.

Contact Information. The Offeror must provide a client contact name, title, phone number, email address, company 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 Proposal. 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 company.

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

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

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

The Offeror must agree to submit referenced project team/resource(s) for interviews, in person at the ODPS discretion, during the period September 21 through October 9, 2009 **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.

#### 4.5.5 Offeror's Profile/Experience:

Each quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm,

partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which demonstrates the depth of the company and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachments 5 and 6).

#### 4.5.6 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of quotation.

The following information is required for each reference:

- 4.5.6.1 Customer's name and address.
- 4.5.6.2 Contact name, title, and current phone number.
- 4.5.6.3 Date contract began and date completed.
- 4.5.6.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 7).

#### 4.5.7 Contract Performance:

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

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

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

## 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 Offerors proposed team's experience and skills.

5.3.2 Offeror profile.

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

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

**5.4 Basis of Award:**

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

Balance of this page was intentionally left blank

## ATTACHMENT 1

## QUOTATION/COST SUMMARY TABLE

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

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

*(The following tables assume the Contractor will be selected by October 23, 2009, will begin work on November 2, 2009 and complete the work by within June 30, 2010).*

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

Fiscal Year	Individual(s)	Staffing Position Title (See Note 1)	STS Hourly Rate	Disc. Rate	Offered Hourly Rate	Est. Hrs (See Note 2)	Extended Cost
2010			\$	%	\$	500	\$
<b>Total Not-to-Exceed Cost</b>						<b>500</b>	<b>\$</b>

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

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

**ATTACHMENT 2**  
**CANDIDATE(S) REFERENCES**

**Candidate's Name:**

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

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

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

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

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

## ATTACHMENT 3

## CANDIDATE(S) EDUCATION AND TRAINING

Candidate's Name: 

This section must be completed to list the education and training of the proposed candidate(s). A copy of the CCNP or CCDP Certification must be provided with the Offerors response.

Education and Training	Months/Years	Where Obtained	Degree/Major Year Earned
College			
Technical School			
<b>Mandatory Requirement No. 2.2.1: Cisco Certified Network Professional (CCNP) or Cisco Certified Design Professional (CCDP) Certification</b>  <b>Preferred Requirement 2.2.9: Cisco Certified Internetwork Expert (CCIE) Certification</b>  <b>Preferred Requirement 2.2.10: Cisco Certified Design Expert (CCDE) Certification</b>			
Additional Training			

## ATTACHMENT 4

## CANDIDATE(S) EXPERIENCE REQUIREMENT

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

**Mandatory Requirement 2.2.2: At least five (5) years of verifiable and demonstrable experience in network design and network administration within the past seven (7) years.**

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**

**Candidate's Name:**

**Mandatory Requirement 2.2.3: At least five (5) years of verifiable and demonstrable experience in Information Technology project management.**

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

Candidate's Name:
-------------------

**Mandatory Requirement 2.2.4: At least five (5) years of verifiable and demonstrable experience eliciting and defining user requirements through observation, interviews, and analysis.**

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

Candidate's Name:		
<b>Mandatory Requirement 2.2.5: At least five (5) years verifiable and demonstrable experience analyzing user requirements and conducting fit gap analysis.</b>		
Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		
Client's Company Name:		
Client's Project Supervisor Contact Name:		
Address:		
Phone Number:		
Project Name:		
Beginning Date of Project Month/Year:		
Ending Date of Project Month/Year:		
Description of the related services provided:		
Client's Company Name:		
Client's Project Supervisor Contact Name:		
Address:		
Phone Number:		
Project Name:		
Beginning Date of Project Month/Year:		
Ending Date of Project Month/Year:		
Description of the related service provided:		

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

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

**Mandatory Requirement 2.2.6: Verifiable and demonstrable experience working with CISCO Works and/or EMC SMARTS.**

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**

**Candidate's Name:**

**Mandatory Requirement 2.2.7: At least three (3) years verifiable and demonstrable experience as a network administrator working with large networks [a minimum of one hundred (100) or more WAN locations].**

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

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

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

**ATTACHMENT 4**

**CANDIDATE(S) EXPERIENCE REQUIREMENT**

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

**Mandatory Requirement 2.2.8: At least three (3) years verifiable and demonstrable experience working with Edge Service Routers (ESR) and Content Services switches.**

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

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

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





**ATTACHMENT 7  
OFFEROR CUSTOMER REFERENCE FORM**

Reference No. One	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Two	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Three	
Company Name:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

**ATTACHMENT 8****CONTRACT PERFORMANCE**

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no in each row.

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 proposal. The committee 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 10-151, Cisco Senior Network Analyst**, 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 proposal, and written, authorized amendments to the Contractor's proposal. 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 proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's proposal.

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 \_\_\_\_\_, 200\_\_, 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: Henry Guzmán, Director

Title:

Ohio Department of Public Safety

Date:

Date:

**ATTACHMENT 10**

**Background Information Form  
(Non-Employee ID Badge)**



**FACILITY ACCESS REQUEST  
NON-ODPS EMPLOYEE**

**ODPS SPONSOR INFORMATION (ODPS employee responsible for individual requiring access)**

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

**COMPANY OR AGENCY INFORMATION**

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

**INFORMATION ON INDIVIDUAL REQUIRING ACCESS**

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

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

DPS 0166 3/08

## ATTACHMENT 11

## 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 12**

**CONFIDENTIALITY AND CONDUCT AGREEMENT**

As part of this engagement by you with the state of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the state of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the state of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: \_\_\_\_\_  
(PLEASE PRINT)

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

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

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

**SUPPLEMENT 1****DEFINITIONS**

Terms	Definition / Description
LEADS	Law Enforcement Automated Data System (LEADS) is a conglomerate of applications and databases used by the OSHP and other criminal justice agencies within the state of Ohio.
ODPS	Ohio Department of Public Safety
<p>Ohio Department of Public Safety Divisions:</p> <ul style="list-style-type: none"> <li>ADM • Administration</li> <li>OSHP • Ohio State Highway Patrol</li> <li>BMV • Bureau of Motor Vehicles</li> <li>EMA • Emergency Management Agency</li> <li>EMS • Emergency Medical Services</li> <li>OCJS • Office of Criminal Justice Services</li> <li>OHS • Ohio Homeland Security</li> <li>OIU • Ohio Investigative Unit</li> </ul>	