



Commissioner Marilyn Brown
President

Commissioner Paula Brooks

Commissioner John O'Grady

Purchasing Department
Karl H. Kuespert, C.P.M., Director

REQUEST FOR QUALIFICATION AND CONTRACT DOCUMENTS

FOR

REQUEST FOR QUALIFICATION NUMBER: 2016-22-02

DATE AND TIME OF SUBMITTAL OPENING: January 22, 2016 at 2:00 p.m.

PROJECT NAME: FRANKLIN COUNTY DATA CENTER INFORMATION TECHNOLOGY (IT)
SECURITY/VULNERABILITY ASSESSMENT

This Request for Qualification (RFQ) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All submittals in response to this RFQ shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this RFQ and subsequent contract.

SUMMARY OF PROJECT/SUBMITTAL

The Franklin County Board of Commissioners, on behalf of the Franklin County Data Center (FCDC) is seeking a highly qualified vendor to conduct an IT Security/Vulnerability Assessment, meeting the requirements in the RFQ.

***NAME OF COMPANY:** _____

NAME OF OFFICIAL: _____

****ORDER PLACEMENT/CONTACT NAME:** _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

* This must be your company's complete legal name.

** Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's Submittal.

All contract terms, conditions, and specifications set forth in this RFQ document shall become part of the contract documents. Those making submittals are reminded to return the entire Request for Qualification with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215-6315.

STATEMENT OF RECEIPT FORM & "NO RESPONSE" FORM

Please indicate whether you or your company intends to submit or chooses not to submit a response to this commodity or service. It will help insure vendors will receive any addenda to or correspondence regarding this RFQ in a timely manner. Franklin County is not responsible for the timeliness of delivery via the US Mail. Please complete this form and return as soon as possible to:

Fax: 614-525-3144

RE: RFQ# 2016-22-02 Franklin County Data Center Information Technology (IT)
Security/Vulnerability Assessment

Email: Sharon Tubbs at sktubbs@franklincountyohio.gov

Mail: Franklin County Purchasing

Attn: Sharon Tubbs

373 South High Street-25th Floor

Columbus, OH 43215-6315

_____ We have reviewed the RFQ documents and it is our intent to submit.

_____ We have reviewed the RFQ documents. We decline to submit for the following reason(s):

Please check all that apply:

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer (explain below).

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ We are unable to meet the specification(s).

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

_____ Remove us from your submitter's list for this commodity or service.

_____ We are not interested in this RFQ, but wish to be considered for future solicitations.

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

Please note: This form is designed to allow feedback and will assist us in structuring our RFQ process in the most efficient and user friendly manner. You will not be removed from the notification process unless you request it.

* **COMPANY NAME:** _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

* This must be your company's complete legal name.

GENERAL INFORMATION

Certificate of Good Standing:

If Offeror's company is incorporated or registered in the State of Ohio, we require a Certificate of Good Standing. If the Offeror's company is not registered or incorporated in the State of Ohio, we require a Certificate of Good Standing from the State of your incorporation:

To obtain an Ohio certificate of good standing, please visit:

<http://www.sos.state.oh.us>

- Click on "Business Filings"
- Then Click on the box titled "Business Name Search"
- Print your Certificate and submit a copy with your RFQ.

Completing the Administrative Requirements & Contract Terms & Condition:

1. Complete Section 11.06 Notices:

- Print your Company Name, Applicable Company Contact, Address, City/State/Zip, Telephone and Facsimile Number;

2. Under "Contractor" (bolded):

- Print your Company Name, have the Authorized Person affix their Signature and then Print their name and date.

Please note that your business name on the following Signature Page MUST be consistent throughout your submittal on ALL documents including Affidavits, Appendixes, W-9, Amendments and/or Clarifications and all other documents requiring your Company Name to be placed on the document. This must be your company's complete legal name. Offerors must submit their RFQ under their legal name and not under a trade name or fictitious name. If a DBA is used, Offeror must include the legal name as well. This information will be confirmed prior to a contract being awarded.

All Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

Administrative Requirements:

Section 1 – General Instructions

Section 2 – Requirements

Section 3 – Pricing & Estimates

Section 7 – Invoicing, Payment and Taxes

Section 8 – Contract Administration and Reports

Section 9 – Contract Cancellation, Terminations, Remedies

Contract Terms and Conditions:

Section 4 – Miscellaneous Terms

Section 5 – Time of Performance

Section 6 – Delivery

Section 10 – Certifications and Affidavits

Section 11 – Special Considerations

Appendixes: Appendix A: Exhibits A-1, A-2 & A-3 (Equal Opportunity, Non-Collusion, SEB Information Form)

Appendix B – References

Appendix D – Deliverables Instructions & Checklist

Appendix F – Specifications

W-9 Form

Appendix C – Not applicable to this RFQ

Appendix E – Cost Schedule Form

Appendix G - Questionnaire

Any questions that arise during the preparation of Submittals concerning the content of the RFQ shall be submitted, *in writing*, to Julie A. Lust, for this project:

Julie A. Lust, Director, Financial Services
Franklin County Data Center
373 S. High Street, 9th Floor
Columbus, Ohio 43215-
Fax: (614) 525-6311
Email: jalust@franklincountyohio.gov

DEADLINE FOR QUESTIONS: A deadline has been established for submittal of questions. Interested parties must submit all questions **in writing** via email, **no later than the date noted in the calendar of event** to be considered for a response. Questions received after this date and time will not receive a response. Questions must be submitted in writing to Julie Lust at jalust@franklincountyohio.gov.

SUBMITTAL OPENING: Sealed submittals are due on the date noted in the calendar of events by **2:00 p.m.** at which time they will be publicly opened and the names of vendors read aloud.

AMENDMENTS AND CLARIFICATIONS to this submittal are posted on the Franklin County Purchasing web site (<http://purchasing.franklincountyohio.gov/businesses/bid-opportunities/>). While the website is designed to email Amendments and Clarifications to those who have downloaded the RFQ, it is ultimately the responsibility of all interested parties to monitor this web site for those additional documents. Amendments and Clarifications become a part of the submittal and any subsequent awarded contract.

Submittal Instructions

Franklin County requires clear and concise Submittals. Offerors should take care to completely answer questions and meet the RFQ's requirements.

Submittal Format

Each Submittal must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the RFQ's requirements. Each Submittal must respond to every request for information in this document whether the request requires a simple "yes" or "no" or requires a detailed explanation. Do not refer to outside documentation or reference other responses when responding to the questions unless you are specifically directed to do so.

Submittal Contents

Each Submittal must contain all information requested in the RFQ. A checklist has been provided in the RFQ (Appendix D) as a tool for submitters use. However, it is ultimately the responsibility of the submitter to make sure they submit the required RFQ.

Submittal of RFQ's

Offerors' Submittals should respond concisely and clearly to all of the inquiries contained in the Submittal. All rates/fees should be provided as requested in the RFQ and any additional costs should be clearly explained. Using the form provided, Offerors who receive a copy of this RFQ, but decline to make an offer, are requested to submit a "Statement of Receipt/No Response Form." Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All Submittals must be signed and submitted by the Offeror. Expectations and related performance requirements addressed in the RFQ Specifications should be specific to your business model proposed for Franklin County. Offerors will be evaluated only on the product/services it provides, or it provides in collaboration with subcontractors.

Contract

The successful submitter will enter into a contract with the Franklin County Board of Commissioners (see Section 1.03, Administrative Requirements).

BACKGROUND INFORMATION

The Franklin County Board of Commissioners, on behalf of The Franklin County Data Center (FCDC) is seeking a highly qualified vendor to conduct an IT Security/Vulnerability Assessment, meeting the requirements in the RFQ.

CALENDAR OF EVENTS

The schedule for the RFQ is given below. **Please note that dates are tentative and subject to change and/or modified by Franklin County, as necessary.**

Key Dates	Event
December 21, 2015	Request for Qualifications (RFQ Notifications and ad placed for RFQ. Inquiry process begins.
December 21, 2015	Submittal instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
December 21, 2015 through January 15, 2016	Vendors submit their Intention to propose or decline response requested via <i>Statement of Receipt Form and "No Response" Form/ Response Document.</i>
January 8, 2016 At 12:00 Noon	Offeror Question Submission Deadline. (Q&A). All questions pertaining to this RFQ must be submitted in writing to Julie Lust, by the date and time listed, via email: jalust@franklincountyohio.gov to be considered for a response.
January 15, 2016	Answers provided to Questions submitted are posted to the Franklin County Purchasing Department website in the form of a Clarification or Amendment.
January 22, 2016 By 2:00 p.m.	Sealed Submittals are due to Franklin County Purchasing by 2:00 p.m. on January 22, 2016 at which time they will be publicly opened and read aloud. Vendors must submit eight (8) original hard copies, plus a copy your complete RFQ scanned onto two (2) CD Rom's/Jump or Flash Drives, including binding signatures by 2:00 p.m. on the due date or Submittal will be rejected. Offerors may attend the Submittal opening but are not required to do so.
February 1, 2016	Submittal Evaluation by Franklin County Data Center is complete
February 1, 2016	Evaluation Committee recommends finalists and finalists notified
February 2, 2016 through February 8, 2016	Oral Presentations if necessary with top ranked vendors
February 8, 2016	Negotiations with top ranked vendor begins
February 12, 2016	Negotiations Complete and Signatures Obtained
February 18, 2016	Commissioners Briefing
February 23, 2016	Effective start date of new contract

For the mutual considerations herein specified, Franklin County and the Contractor have agreed and do hereby agree as follows:

ADMINISTRATIVE REQUIREMENTS

SECTION 1 GENERAL INSTRUCTIONS

Section 1.01 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the Offeror ("Offeror") and Franklin County ("County") on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Responding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the complete Request for Qualifications document, including the Contract Terms and Conditions, the specifications, Pricing Form(s), all documents requiring Offeror's signatures, and any written amendments/addendums to the Request for Qualifications; the Offeror's complete competitive sealed submittal, including proper modifications, clarifications, and samples; and applicable, resolutions, purchase orders and/or other ordering documents.

Section 1.05 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof.

Section 1.06 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County online at <http://purchasing.franklincountyohio.gov/businesses/vendor-registration.cfm> in person Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6315. Failure to register prior to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability. Please note that when downloading bid opportunities from the Purchasing Department website, interested parties are prompted to register their company.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of Bids concerning the content of the RFQ shall be submitted in writing to the Franklin County Purchasing Department.

A deadline has been established for submittal of questions. **Interested parties must submit all questions, in writing, via email, to Julie Lust at jalust@franklincountyohio.gov no later than the date and time listed in the Calendar of Events to be considered for a response.** Questions received after this date and time will not receive a response. Unauthorized contact with any Franklin County staff, members of the Franklin Data Center Office or any staff concerning this RFQ except through the inquiry method with questions specific to the contents of this RFQ is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication.

Section 1.08 Oral Explanation

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this RFQ but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form and "No Response" Form*. Interested parties are requested to return the document by the date listed in the Calendar of Events.

Section 1.10 Compliance with Specifications and Terms and Conditions

The county cannot accept any changes to the RFQ terms and conditions nor is the County allowed to accept any additional agreements that were not part of the originally posted RFQ documents. The County will make any changes to the RFQ Terms and Conditions or specification through the issuance of amendments or clarifications. If an Offeror

submits an RFQ with changes, mark-ups or submits its own standard contract for signature that bid will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.11 Conflict of Interest

Each Bid must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

SECTION 2 REQUIREMENTS

Section 2.01 Bid Opening

Submittals are due by 2:00 p.m. on January 22, 2016 (EDT). All sealed bids received after this time and date, for any reason will be rejected. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. Interested Offerors may attend the opening of the Bids but are not required to do so. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit proposal(s) by the required date and time.

Section 2.02 Bid Bond Requirement

Not applicable.

Section 2.03 Pre-Bid Meeting

Not applicable.

Section 2.04 Submittal Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Submittal. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.05 Submittal Instructions

1) Franklin County requires clear and concise Submittals. Offerors should take care to completely answer questions and meet the RFQ's requirements.

2) **Each Submitter is to submit eight (8) original completed hard copies, plus a copy of your complete RFQ scanned onto two (2) CD Rom's/Jump or Flash Drives**, and including binding signatures by no-later-than 2:00 P.M. the day the Submittals are scheduled for opening. Please see the recommendations listed in Appendix D for Offeror's when preparing their Submittal(s). Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paperclips, paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the submittal. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format.

3) Each Submittal must be submitted in a SEALED envelope or similar containers with the submitting Submitter's Company Name and Address, RFQ Number and RFQ Title CLEARLY MARKED on the exterior. If an Offeror uses an express mail or courier service, the RFQ number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A Submittal that is not properly and clearly marked and is inadvertently opened before the scheduled Submittal opening time may be disqualified without additional consideration. **Faxed and emailed submissions are not acceptable.**

Section 2.06 When Submittals May Be Delivered

The Purchasing Department ("Purchasing") must receive Submittals prior to and no-later-than 2:00 P.M. the day the Submittals are scheduled for opening. Sealed Submittals received after the specified date and time will be considered late and will not be opened. Sealed Submittals received through the mail after the specified Submittal opening date and

time will be returned to the Offeror unopened. Purchasing does not accept Submittals with postage due or collect postage-on delivery charges. Sealed proposals received through a courier service after the specified proposal opening date and time will not be accepted from the Courier Service.

Purchasing receives Submittals during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed Submittals are received and will be the sole factor in determining if Submittals are received in time to be considered.

Section 2.07 Where Submittals Must Be Delivered

Submittals must be delivered to the following address:

Franklin County Purchasing Department
Attention: RFQ# 2016-22-02 Franklin County Data Center Information Technology (IT) Security/Vulnerability Assessment
373 South High Street– 25th Floor
Columbus, Ohio 43215-6315

Section 2.08 Clarifications, Amendments, and Addendums

- 1) If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Qualifications, the Offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable **Interested parties must submit all questions, in writing, via email, to Julie Lust at jalust@franklincountyohio.gov no later than the date and time listed in the Calendar of Events to be considered for a response.**
- 2) Clarifications will be made no later than five (5) business days before the date of Submittal opening, unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all Submittals.
- 3) During the Submittal process, Offerors may be furnished certain amendments / addendums / clarifications covering additions and / or deletions to the RFQ documents. Amendments / addendums / clarifications will be included in the Submittal documents and will become a part of Contract. Amendments / addendums / clarifications may be issued at anytime preceding the Submittal opening date. Franklin County reserves the right to postpone the Submittal opening for its convenience. Any information given a prospective Offeror concerning the Submittal will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this Submittal. Those interested in submitting a response to this Submittal shall monitor that web site for any amendments / addendums or clarifications to assure complete compliance with specifications, terms and conditions.
- 4) When it is necessary to modify a Request for Qualification, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Franklin County Purchasing Department's website at: <http://purchasing.franklincountyohio.gov/businesses/bid-opportunities/>. Oral instructions, given before the opening of a Submittal or the award of a contract, will not be binding.

Section 2.09 Corrections before Submittal Opening

Prior to the Submittal opening, if an Offeror withdraws its Submittal and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Offeror. The omission of an Offeror's signature or initials to a modification may result in a Submittal being determined to be not responsive. Any corrections must be completed off the premises.

It is the responsibility of the Offeror to resubmit a corrected Submittal within the time constraints of the established Submittal opening time and date. Failure to resubmit a corrected Submittal within the established time and date shall be considered late and will not be accepted. Corrected Submittals received through the mail after the specified Submittal opening date and time will be returned to the Offeror unopened.

Section 2.10 Corrections after Submittal Opening

- 1) After the Submittal opening, Offeror's may only withdraw their Submittals as provided in Ohio Revised Code §9.31. Withdrawal of a Submittal after a Submittal opening exposes an Offeror to legal liability for sanctions, including costs for re-Submittal, or may result in a Submittal being awarded to the next lowest Offeror. Notice of a claim of right to

withdraw a Submittal submitted in error, after the Submittal opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the Submittal opening procedure.

2) When there are errors in multiplication or addition in a Submittal the unit price quoted will be used for calculating the correct total Submittal. If the error is in the unit price, the Bid will automatically be disqualified. Notice of a claim of right to withdraw such Bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the Bid opening procedure (O.R.C. §9.31).

Section 2.11 Bids are Firm for 90-Days

Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

Section 2.12 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all Bids and advertise for new Bids on the required items, products, or services. Franklin County may reject any Bid, in whole or in part, if any of the following circumstances are true:

- 1) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Bid.
- 2) Franklin County determines that awarding any item is not in the best interest of the County.

Franklin County reserves the right to reject any or all of the Bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.13 Lowest and Best Offeror

An Offeror is lowest and best if its Bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the Bid. Franklin County reserves the right to award the contract to the Offeror that may have a higher price and by evaluation best meets the county's requirements.

Section 2.14 Evaluation Process

The evaluation process will consist of the following phases:

- a. Phase 1 - Initial review of Bids for compliance
- b. Phase 2 - Evaluation of Bid Submissions

Phase 1 - Initial Review of Bid

Franklin County will review all Submittals for their format, completeness and compliance.

Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each Submittal and the requirements according to the criteria contained in this part of the RFQ. At any time during this phase, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interest to do so.

Bid Evaluation Criteria

Franklin County will rate the Bids submitted in response to this RFQ based on specific criteria.

Franklin County's determination of "lowest and best" Offer may include but is not limited to the following factors (not ranked in any particular order of importance):

- 1) Technical approach, staffing model and scheduling of the Offeror to perform specifications
- 2) Experience and capability of the Offeror to perform specifications
- 3) Quality of services in relation to specifications
- 4) Experience and capability of the Offeror to produce deliverables by May 31, 2016
- 5) Price of services

This is intended to be a multiple or single bid, however, if it is in the best interest of Franklin County, the County reserves the right to award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "all or none" basis. Bids are typically evaluated within 60 days.

Section 2.15 Communication during Evaluation

1) During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror to communicate with any member of the County regarding the evaluation process may be grounds for immediate disqualification of the Offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.

2) County may request additional information to evaluate an Offeror's responsiveness to the Request for Bid or to evaluate an Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact County's evaluation of the Offeror's responsiveness or responsibility.

Section 2.16 References

Utilizing Appendix B, please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide the items specified in the quantities listed and to government entities or commercial companies the size and scope of Franklin County. Failure to provide three references may be annotated as a discrepancy during evaluation.

SECTION 3 COST SCHEDULE AND ESTIMATES

Section 3.01 Cost Schedule

A Cost Schedule Sheet has been provided in Appendix E Pricing. Please complete the sheet(s) as requested in the instructions for that Section.

Section 3.02 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products, services or units to be purchased by Franklin County or any of the participating agencies or that any purchases will be made by the purchasing agencies.

In the event contracts are awarded to multiple Contractors, Franklin County reserves the right to allocate business to the various Contractors, at its sole discretion, based on its determination of operational needs. Customer preference will also be given strong consideration in the allocation of business among various Contractors.

Section 3.03 Samples

Not applicable

DRAFT CONTRACT

BETWEEN

FRANKLIN COUNTY

And

THE CONTRACTOR

This contract entered into by and between _____, a _____ having its principal place of business located at _____ (hereafter referred to as "Contractor") and the Franklin County Board of Commissioners, on behalf of the Awarded Contractor (hereafter referred to as "County") to provide IT Security/Vulnerability Assessment, pursuant to the authority of Sections 307.86 to 307.92 of the Ohio Revised Code and under the approval of Resolution No. _____ dated _____, 2016.

For the mutual considerations herein specified, Franklin County and the Contractor have agreed and do hereby agree as follows:

Section 1 Administrative Requirements

This Contract consists of the complete Request For Proposal (hereafter referred to as RFP) including these Contract Terms and Conditions, the Special Contract Terms and Conditions, the proposal specifications, Pricing Form, all documents requiring Contractor's signatures, and any written amendments/addendums to the RFP; the Contractor's complete competitive sealed proposal, including proper modifications, clarifications, and samples; and applicable resolutions, purchase orders and/or other ordering documents.

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- 1) The signed contract document and all attached documents;
- 2) The RFP response submitted by the Contractor; and
- 3) The County's original Request for Proposal.

Section 2 Pricing and Delivery of Services

The Agreed to Pricing and Services attached as given in the RFP and the information provided in Exhibit A.

Section 3 Term of Contract

The awarded contract will be for a period of one-year, beginning February 23, 2016 through May 31, 2016.

SECTION 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care

Contractor shall discharge its respective obligations under the Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances. As an inducement to the County to enter into this Agreement, each Contractor represents and warrants the following to the County:

- (a) It (i) is a duly incorporated, organized and validly existing under the laws of, and in good standing with its state of incorporation; (ii) has full authority to grant the County the rights granted in this Agreement; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
- (b) It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.
- (c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.
- (d) It is in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental authority that are necessary for the transaction of its business.

Section 4.02 Affirmative Covenants

Until the termination or expiration of this Agreement, each Contractor shall:

- (a) Execute such documents and present all necessary documents to the County for signature as are reasonably necessary to ensure that the County receives all fees that it is entitled to under the eFiling System and shall take no action that would revoke the authorization to transfer the required funds representing the filing fees due the County;
- (b) Maintain its existence and continue to be a duly incorporated legal entity that is and organized and validly existing under the laws of its incorporation and duly qualified to do business in, the State of Ohio to the extent required by applicable law.
- (c) Give notice to the County, within ten (10) days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars (\$100,000) affecting or relating to the Contractor or the services required under this Agreement.
- (d) Promptly notify the County if:
 - (i) The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, an Event of Default or a default under this Agreement or any of its other loan documents, together with a detailed statement by a duly authorized representative specifying the nature thereof and what action such Contractor is taking or proposes to take with respect thereto;
 - (ii) Such Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of such Contractor, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action such Contractor is taking or purposes to take with respect thereto;
 - (iii) Such Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting such Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor; or
 - (iv) There shall occur or exist any other event or condition causing a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor.

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated provider would exercise under similar circumstances.

Section 4.03 Indemnification

The Offeror shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees receiving supplies or services under this contract from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Offeror's performance of the work required under this Contract and including Offeror's employees and agents.

Section 4.04 Offeror's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a RFQ, Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the RFQ, without notifying the County of such finding.

Section 4.05 Performance Bond Requirements

Not applicable.

Section 4.06 Ethics

All Contractors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.07 Public Record and Treatment of Confidential and Proprietary Information

After the submittals are opened they are public record as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43. Pricing pages of the bid document shall be considered public information.

Section 4.08 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government. Any subcontractor must meet the requirements established under the contract with the Contractor. No subcontractors may be offshore contractors or offshore any of the work associated with this contract.

Section 4.09 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without the County's prior written consent is void and may result in the County terminating the contract and pursuing claims against the Contractor. County may assert against an assignee any claim or defense County may have against the assignor.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity. Franklin County reserves the right to inspect all new contractors to assure they meet the criteria as outlined in the original contract.

Section 4.10 Record Keeping

The Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.11 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractor's response. The Franklin County Board of Commissioners must be identified as **additional insured, project name, and the bid number** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract.

This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 4.12 Governing Law/Venue

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be forumed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

SECTION 5 TIME OF PERFORMANCE

Section 5.01 Time of Contract

The awarded contract will be for a period of one-year, beginning February 23, 2016 through May 31, 2016. The exact Contract commencement date and expiration date shall be set forth in the contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

Not applicable.

Section 5.03 Contract Extension at the End of Any Contract Period

The Contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new bid or completion of the contract extension.

SECTION 6 DELIVERY

Section 6.01 F.O.B. – Destination

Offeror must provide supplies or services under this Contract F.O.B. – Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice.

Section 6.02 Delivery of Goods or Services

The Contractor is required to provide to the services on the dated agreed to under the contract. Failure of the Contractor to provide the required services will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

If Contractor is not able to deliver the services on the date and time specified by the participating agency or political subdivision, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

Not applicable.

SECTION 7 INVOICING, PAYMENT AND TAXES

Section 7.01 Standard Invoice and Payment

The Contractor shall submit an invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes, and unless otherwise requested by the ordering agency, the invoice must be a "proper invoice" to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy. Invoice shall include, at a minimum:

- 1) Name and address of the Contractor
- 2) Name of Franklin County agency/department utilizing the service
- 3) Services provided and Billing period
- 4) Unit cost (must match contract pricing) and calculated extended cost.
- 5) Remit to address
- 6) Customer service telephone number
- 7) Agency Account Code

Section 7.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

SECTION 8 CONTRACT ADMINISTRATION AND REPORTS

Section 8.01 Contract Administration

The Franklin County Data Center and the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing and failure of the Contractor to rectify the infraction(s) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02 Out of Scope Work

The Contractor is not allowed to perform any work that is out of scope. If the Contractor believes that the work being requested to be performed is out of scope it must be brought to the attention of the Project Manager or the Purchasing Department. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Scope of Work through a written contract modification that is approved by the Board of County Commissioners, who have the sole authority to modify the contract. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion. If the Contractor knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners may do so at the their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

Section 8.03 Usage Reports

Not applicable.

Section 8.04 Quality Assurance

The Contractor is responsible for the quality of the services provided under this contract to the County. The Contractor will exercise in good faith the requirements outlined in Appendix F Specifications.

Section 8.05 Warranties

The County reserves the right to request all warranty documentation. The Contractor shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.06 Returned Goods Policy

Not applicable.

SECTION 9 CONTRACT CANCELLATION; TERMINATION; REMEDIES

Section 9.01 Contract Cancellation

The County may cancel this Contract Upon any one of the following events. The cancellation will be effective on the date delineated by County.

1) **30-Day Notice Termination**

Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 30-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) **Non-Appropriation of Funds**

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County.

3) **Cancellation for Failure to Retain Certification**

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) **Cancellation for Financial Instability**

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 9.02 Termination for Default

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor:

- a) Fails to Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- b) Fails to Make progress, so as to endanger performance of this Contract; or
- c) Allows counties, townships, and other political subdivisions utilizing this contract under Section 11.01 Joint Purchasing Program Contract Opportunities to modify or make changes to any and all aspects of the County's contract.

Franklin County **may exercise** its right to terminate this Contract under this Section of the Contract if after receipt of the notice from Franklin County specifying the failure the Contractor ***does not offer a plan to cure*** such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

- 1) If Franklin County terminates this Contract in whole or in part, for default under this Section 9.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative

Service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.

- 2) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 3) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- 4) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Remedies

Actual damages may be sought by Franklin County for all actual or direct damages caused by the Offeror's default. In the event of a default and if the County purchases or contracts for services or supplies that were to be provided by the Offeror, the County may recover the additional costs associated with acquiring the substitute supplies or services.

Section 9.04 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

SECTION 10 CERTIFICATIONS AND AFFIDAVITS

Section 10.01 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

Section 10.02 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this bid including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this bid.

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the bid specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, and 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit A-1 (*Non-Collusion Affidavit*) of the Bid, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine

and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of its bid with any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed Contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

The Contractor agrees that in the hiring of employees for the performance of work under the contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Exhibit 2 (*Non-Discrimination / Equal Opportunity Affidavit*), of Appendix A of the Contract, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

Section 10.06 Small and Emerging Business

For statistical purposes, Franklin County is seeking information on the size and demographic type of vendors replying to our bids. Utilizing Appendix A Exhibit A-3 (*Small and Emerging Business Information Form*), Proposers are asked to indicate whether their company, business or organization meets the descriptions provided for a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small and Emerging Business (SEB), or a Woman Business Enterprise (WBE). This is only for informational purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

Section 10.07 Business Associate Agreement

Not applicable.

SECTION 11 SPECIAL CONSIDERATIONS

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

Section 11.02 Cooperative Contract Opportunity

Not applicable.

Section 11.03 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be formed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

Section 11.04 Entire Agreement/Amendment/Waiver

This Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Agreement shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 11.05 Independent Status of the Contractor

- 1) The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- 2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

Section 11.06 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by Fax or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Company Name

Attention: _____

Applicable Company Contact

Address: _____

Street or PO Box

Address #2: _____

City, State and Zip

Telephone: () ____ - ____

Facsimile: () ____ - ____

If to the County:

Franklin County Data Center
 Attention: Julie A. Lust
 373 S. High Street, 9th Floor
 Columbus, OH 43215
 Telephone: (614) 614-525-3208
 Facsimile: (614) 614-525-6311

If to the County:

Franklin County Purchasing Department
 Attention: Purchasing Director
 373 S. High Street, 25th Floor
 Columbus, OH 43215
 Telephone: (614) 525-7266
 Facsimile: (614) 525-3144

Section 11.07

Confidentiality

Each party acknowledges that performance of this Agreement may involve access to and disclosure of data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. Except as set forth in the next paragraph, no Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence.

Notwithstanding the provisions of the previous paragraph, the Contractor understands and agrees that any Confidential Information may become subject to a Freedom of Information Act request, and may be releasable under the principles of Ohio law. In the event Franklin County receives any such request for any Confidential Information, it will promptly notify Contractor of the request to enable Contractor to take whatever action it deems appropriate to seek protection from disclosure. If the Contractor fails to take any action within ten (10) days of such notice, the County may make such disclosure without any liability to the Contractor.

Section 11.08

Time of the Essence

The time limits and time lines set forth herein are of the essence of this Agreement. The Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.

Section 11.09

Off-Shore Activities

No portion of this contract may be performed offshore. All services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly pertain to servicing this contract shall be performed within the borders of the United States. This shall include any back up services for data, back office services and work performed by subcontractors at all tiers.

This contract entered into by and between the Contractor and the County pursuant to the authority of Sections 307.86 to 307.92 of the Ohio Revised Code and under the approval of Resolution No. _____ dated _____, 2015.

The parties hereto have set their hands and seal this _____.

Franklin County Board of Commissioners

Contractor:

By: _____
Marilyn Brown, President

* Company Name (Printed)

By: _____
Paula Brooks, Commissioner

By: _____
Authorized Signature

By: _____
John O'Grady, Commissioner

Printed Name & Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

APPROVED AS TO FORM:

Karl H. Kuespert. C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

By: _____

Date: _____

Date: _____

* This must be your company's complete legal name.

APPENDIX A

AFFIDAVITS AND DECLARATIONS

The following pages contain the Affidavits and SEB Form required for this bid:

NON-COLLUSION AFFIDAVIT, Exhibit A-1

(Must be Completed and Notarized)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT, Exhibit A-2

(Must be Completed and Notarized)

SMALL AND EMERGING BUSINESS INFORMATION FORM, Exhibit A-3

(Please Complete for Informational purposes. Does not need to be notarized.)

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____ being first duly SWORN,
deposes and says that they are the _____ or authorized representative
of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bids price of affiant or any other bidder; to fix any overhead, profit or cost element of said bids price, or of that of any other bidder; to secure any advantage against the County of Franklin or any person or persons interested in the proposed contract; that all statements contained in said bids of bids are true, and that, such bidder has not, directly or indirectly submitted this bids, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____

_____ being first
Printed Name

duly sworn, deposes and says that they are

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

EXHIBIT A-3
SMALL AND EMERGING BUSINESS INFORMATION

Franklin County is seeking for statistical purposes information of the size and demographic type of vendors replying to our bids. Please take a moment and check the following descriptions that apply. This is only for information purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

Please check all that apply:

Disadvantaged Business Enterprise (DBE) Definition

Disadvantaged business concern, as used in this definition, means a small business concern that has received certification as a disadvantaged business concern consistent with 13 CFR part 124, subpart B; and (1) no material change in disadvantaged ownership and maintained by the Small Business Administration.

Minority Business Enterprise (MBE) Definition

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities. The County may request verification of self-certification by requiring a vendor to show evidence of MBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

Small and Emerging Business (SEB) Definition

A small and emerging business is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether processes, patents, license agreements, facilities, sales territory, and nature of business activity, Emerging Business, for the purpose of this program, shall be defined as those businesses that are not greater than 50% of the small Business Administration criteria for a small business. Such businesses shall be headquartered or have significant presence in Franklin County.

Women Business Enterprise (WBE) Definition

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women. The County may request verification of self-certification by requiring a vendor to show evidence of WBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County.

None of the Above

The business bidding does not meet one of the above definitions.

APPENDIX B

REFERENCES

Please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide products or services or a similar scope to this bid. Failure to provide three references may be annotated as a discrepancy during evaluation.

1) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

2) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

3) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

APPENDIX C
Performance Bond

Not applicable.

**APPENDIX D
OFFEROR DELIVERABLES CHECKLIST**

Offerors must submit eight (8) original hard copies, plus a copy of your complete RFQ scanned onto two (2) CD Rom's/Jump or Flash Drives, including binding signatures of all forms/documents listed below.

FORM OR DOCUMENT	DESCRIPTION & NUMBER OF DOCUMENTS	✓
Statement of Receipt Form & No Response Form	Please complete and fax to our office at (614) 525-3144 prior to the bid opening.	
Certificate of Good Standing	8 Copies	
Administrative Requirements & Contract Terms & Conditions	8 Originals – please complete Sections 11.02 and 11.05 (Instructions are provided in the front part of the RFQ Packet, on the page titled “General Instructions”)	
Workmen’s Compensation Liability Certificate (Section 10.04)	8 Copies, if required by Offeror’s State law (Ohio law requires proof of Workers Compensation).	
Certificate of Insurance (Section 4.10)	1 Original and 7 Copies. The Franklin County Board of Commissioners and RFQ Title and RFQ Number must be identified as additional insured.	
Appendix A – Affidavits and SEB Information Form (Exhibits A-1, A-2, & A-3)	8 Originals of each – Completed, signed and Notarized where indicated.	
Appendix B – References	8 Originals – Completed.	
Appendix C – Performance Bond	Not Applicable.	
Appendix D – Offeror Deliverables Instructions & Checklist	Not Applicable; checklist is for Offeror’s reference only.	
Appendix E – Pricing Form(s) **	8 Originals, Completed and Signed.	
Appendix F – Specifications	Not applicable.	
Appendix G – Questionnaire	8 Originals – Completed.	
W-9 Form	8 Copies; Completed.	

ADD IF APPLICABLE:

**** Appendix E has been released in Microsoft Excel spreadsheet format on the Franklin County Purchasing Department website for ease in submission. Offerors are not to change or alter Appendix E. Offerors are requested to submit an electronic copy of their pricing onto the required CD Rom/Jump or Flash Drive for ease in evaluations.**

APPENDIX E
COST SCHEDULE

**Appendix E
Cost Schedule**

The vendor must submit a total, not-to-exceed, firm-fixed price for Deliverables One through Four as described in Section 4.0 and an Hourly time and material cost for optional Deliverable Five.

The following tables must be completed and submitted in a separate electronic file from the other portion of the vendor's proposal.

Deliverable One - Four	Firm-Fixed Price
Deliverable One - Work Plan	
Deliverable Two - Weekly Status Reports	
Deliverable Three - Draft Final Report	
Deliverable Four - Final Report and Presentation	
TOTAL	

Optional Deliverable Five	Hourly Time & Material Rate
(Optional) Deliverable Five - Assessment of Critical Findings	

APPENDIX F

SPECIFICATIONS – REQUEST FOR QUALIFICATIONS

Franklin County Data Center
Request for Qualifications
Information Technology (IT) Security/Vulnerability Assessment

1.0 Overview

As part of a multiple phase security initiative, the Franklin County Data Center (FCDC) is seeking a highly qualified vendor to conduct an IT Security/Vulnerability Assessment. All work to be included in this first phase is described in this RFQ. Additional RFQs will be issued for such phases of work. Vendor responses are due in the required format no later than January 22, 2016 2:00 PM Eastern Standard Time. All correspondence regarding this RFQ must be directed to the FCDC Engagement Lead, JaLust@franklincountyohio.gov. By responding to this RFQ, the vendor agrees that its response is truthful and accurately represents its experience and capabilities.

This RFQ is organized in the following sections:

- 1.0 Overview
- 2.0 Background
- 3.0 Scope of Work
- 4.0 Project Deliverables
- 5.0 Requirements
- 6.0 Evaluation Criteria and Considerations
- 7.0 Other Project Provisions

2.0 Background

The FCDC is a centralized information technology resource which manages the Franklin County Data Network (FCDN) - a multi-tenant, data segregated environment with approximately 165 switches at 25 locations, 73 physical Microsoft Windows OS servers, a Cisco Unified Computing System, an IBM iSeries Server, industry-standard firewall and 4,600 desktop units. We have internally hosted Email, websites, third-party software, e-Government systems, as well as over 200 applications. Our network includes subdomains, trusts, LANs with both wired and wireless devices and also WAN links to various locations including municipalities and State agencies.

The FCDC offers a full range of centralized and decentralized information technology support services including:

- 2.1 A 24X7 data center running Cisco, IBM and Windows servers/UCS
- 2.2 Management of wired and wireless county-wide area network (WAN)
- 2.3 Application architecture, engineering, development and hosting services
- 2.4 Web design, development, and hosting services
- 2.5 Enterprise security management
- 2.6 Business and technical consulting services
- 2.7 Project management and delivery
- 2.8 Disaster recovery and business continuity support
- 2.9 Enterprise software management and support services
- 2.10 Desktop support end-point management services

2.11 Enterprise printing services

3.0 Scope of Work

The FCDC is interested in conducting an IT Security/Vulnerability Assessment that will allow it to assess strengths and shortcomings of selected components of its network and software applications' environment with an emphasis on identifying vulnerabilities that could compromise the confidentiality, integrity and availability of FCDC information assets. The scope of work should include at a minimum the following:

- 3.1 Intrusion detection analysis of the FCDN
 - 3.1.1 Intranet layer
 - 3.1.2 DMZ layer
 - 3.1.3 Outside layer
- 3.2 Ethical hack and penetration testing
- 3.3 Assessment, including the security posture of all components the FCDN including
 - 3.3.1 Network
 - 3.3.2 All wired and wireless devices, including but not limited to switches, routers, and servers
 - 3.3.3 Internal and external IP addresses
 - 3.3.4 One Sub-Domain
 - 3.3.5 One 2-way trusted domain with the FCDC
 - 3.3.6 End-point devices
- 3.4 Assessment, including the security posture of the application layer
 - 3.4.1 One web application
 - 3.4.2 One in-house developed Windows-based application
 - 3.4.3 One third-party software application
 - 3.4.4 One IBM iSeries integrated application
- 3.5 Assessment, HIPAA (Health Insurance Portability and Accountability Act) compliance
- 3.6 Assessment PCI (Payment Card Industry) compliance
- 3.7 Documented findings of all vulnerabilities including deliverables in section 4.0
 - 3.7.1 Work plan
 - 3.7.2 Weekly status reports
 - 3.7.3 Forensic analysis and artifacts including, but not limited to
 - 3.7.3.1 Tool utilized in the forensic analysis
 - 3.7.3.2 Identified findings
 - 3.7.3.3 Environment (time, date, application, device, situation)
 - 3.7.3.4 Source
 - 3.7.3.5 Type of attack or intrusion
 - 3.7.3.6 Suspected success & frequency
 - 3.7.3.7 Whether or not the data has been modified, corrupted or compromised
 - 3.7.3.8 Screenshots or other artifacts

The vendor may propose additional scope where additional risks may exist, provided that the assessment/testing work can be completed within the project's specified period of performance documented in Section 4.0.

The scope of work includes formulating recommendations for improvements to resolve identified gaps, minimize risks, and verify that the proper controls are in place to ensure that IT resources and data remain secure. FCDC is seeking both long-term and short-term recommendation options be included in each scope area.

Any and all penetration testing performed to assess vulnerabilities must be non-invasive, non-destructive and not result in any service disruptions or denials of service. Evidence (e.g. screen shots, configurations, files etc.) of successful penetrations must be included where vulnerabilities have been detected.

No remediation of identified vulnerabilities is to be included within the scope of work. The FCDC will conduct subsequent phases of work to complete remediation activities.

FCDC is seeking to identify and select a highly qualified and experienced vendor to perform the activities listed above. The vendor must be independent to Franklin County with no existing contractual relationships for current services or products, or any other possible conflict of interest.

The remainder of this document provides additional information that will allow the vendor to further understand the scope of the effort and develop a proposal in the required format as described in Section 5.0 of this RFQ.

4.0 Project Deliverables

To successfully perform this project, the vendor must produce the deliverables as described below:

- 4.1 Deliverable One - Work Plan: One week following receipt of the Purchase Order, the vendor shall produce and present to FCDC stakeholders, a Work Plan describing its detailed technical approach, schedule, work steps, resources required from the FCDC, assumptions, and all other information relevant to completing the project. This Work Plan shall be consistent with the technical approach and schedule described in the vendor's proposal.
- 4.2 Deliverable Two – Weekly Status Reports: For each week of the project period, the vendor must electronically provide a written status report, in MS Word format, describing all activities performed, progress achieved, issues encountered, how they will ensure the project is delivered on time. The Weekly Status Report is due at noon on each Friday of the project period.
- 4.3 Deliverable Three – Confidential Draft Final Report: The vendor shall produce a confidential draft written report in MS Word format describing its analysis, preliminary findings, and draft recommendations for the Scope of Work described in Section 3.0 of this RFQ. The Draft Final Report must be submitted five weeks after receipt of the Purchase Order, and be consistent with the proposed Table of Contents described in the vendor's proposal. The Draft Final Report must include the following components:
 - 4.3.1 Executive Summary
 - 4.3.2 Technical Managers Report with Remediation Recommendations
 - 4.3.3 Technical Details Report with Remediation Recommendations

- 4.4 Deliverable Four – Confidential Final Report and Presentation: The vendor shall produce a written confidential Final Report in PDF format that finalizes all of its findings and recommendations, and fully addresses all FCDC comments, questions, and clarifications to the Draft Final Report. The Final Report must contain the same components as shown above for Deliverable Three and must be submitted seven weeks after receipt of the Purchase Order. The vendor must also verbally present its analysis, findings, and recommendations to FCDC management and stakeholders. The Final Oral Presentation must include a MS PowerPoint slide deck provided to the FCDC at least 3 business days in advance of the vendor's onsite presentation which must take place prior to May 31, 2016.
- 4.5 (Optional) Deliverable Five – Re-Assessment of Critical Findings Remediation: At FCDC's sole option, the vendor may be requested to evaluate the efficacy of FCDC's remediation actions of high-risk items. If FCDC exercises this option, this work would be performed on a "time and materials" basis. Costs for this deliverable should not be included in the vendor's not-to-exceed, firm fixed price.

5.0 Requirements

The Vendor's proposal must include the following information in the sequence indicated below:

- 5.1 Transmittal Letter and Summary – A maximum of a two-page Transmittal Letter must describe the vendor's understanding of the work to be performed, why the vendor feels that it is best qualified to perform the work, an explicit statement affirming that all proposal contents are truthful and accurate, and a specification as to the vendor's primary point of contact.
- 5.2 Company Qualifications – A maximum of ten pages shall describe the vendor's company, organization, lines of business, size, credentials, qualifications, and similar projects performed. The vendor must certify that it is a US-owned and operated company in order to meet mandatory requirements. For similar projects performed, the vendor must include client references with current and verified contact information (both email addresses and phone numbers).
- 5.3 Proposed Technical Approach and Schedule – The vendor shall describe in detail how it proposes to perform project work including all technical work tasks, any and all automated tools that will be deployed, security standards that will be used, and a detailed schedule showing tasks, completion dates, and dependencies. The vendor shall also provide a proposed Table of Contents for the draft and final report, and all other information pertinent to its technical approach for successful project work completion.
- 5.4 Key Personnel and Roles – All key personnel must be named with detailed resumes included. The vendor must certify that all proposed personnel are U.S. citizens and show proof of security checks.
- 5.5 Assumptions and Exceptions - All assumptions made by the vendor in preparing the proposal shall be stated. If the vendor is making any exceptions to any item, provision, or term and condition of this RFQ, that exception must be clearly stated.

5.6 Cost Summary - The vendor must submit a not-to-exceed, firm-fixed price for Deliverables One through Four as referenced in deliverable 4.0 above and shown in Section 8.0 below. This table must be submitted on a separate page from the other portion of the vendor’s proposal. Deliverable Five should include an hourly rate.

5.7 Example Final Report – The vendor shall include a final report that it has produced for a project with a similar scope. The vendor should redact any client and/or proprietary information from the example report.

5.8 Completed Response to Questionnaire

6.0 Evaluation Criteria and Considerations

Vendor proposals will first be reviewed to ensure compliance with mandatory requirements. Compliant proposals will then be evaluated and scored by the IT Security/Vulnerability Evaluation Committee. The IT Security/Vulnerability Evaluation Committee reserves the right to interview top scoring vendor(s). The final selection of an awarded vendor will be based on a pre-determined formula using scoring results and the total, not-to-exceed, firm-fixed price.

6.1 Mandatory Requirements Assessment: The first step of the evaluation process is to ensure that vendor proposals meet mandatory RFQ requirements as shown in the following table. The Franklin County Procurement Office reserves the right to seek to cure any vendor proposal that does not meet mandatory requirements. All vendor proposals meeting mandatory requirements will move to the Scored Criteria Assessment.

Mandatory Requirement	Accept	Reject
The proposal was electronically received on or before the proposal due date and time.		
The transmittal letter has an explicit statement affirming that all proposal contents are truthful and accurate, specifies the vendor’s primary point of contact, and is signed by an authorized company officer.		
The proposal conforms to the required contents as defined in the RFQ.		
The vendor certifies that it is a US-owned and operated company.		
The vendor certifies that all proposed personnel are U.S. citizens, current U.S. residents, bonded, and willing to sign Non-Disclosure Agreements prior to beginning work.		
The cost summary is contained in a separate electronic file in accordance with Section 9.0 requirements.		

6.2 Scored Criteria Assessment: The IT Security/Vulnerability Evaluation Committee will rate the technical merits of the vendor proposals based on the following scored criteria. The IT Security/Vulnerability Evaluation Committee reserves the right to interview the top rated vendor(s) and adjust the scored criteria based on those interviews.

Scoring will be conducted for each criterion and then summed and weighted per the following table:

Scored Criteria	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations
Completeness/Understanding:			
Experience/Capabilities:			
Technical Approach, Staffing Model, Scheduling:			
Project Expectations and Results:			

6.3 Final Selection: The IT Security/Vulnerability Evaluation Committee will select the most responsive and cost effective proposal in accordance with a pre-defined formula that includes both the summed and the vendor’s total, not-to-exceed, firm- fixed price to award the vendor that offers the greatest overall value to FCDC.

7.0 Other Project Provisions

7.1 Work Hours: The vendor’s project initiation and planning work shall be conducted in FCDC offices unless specifically approved in advance by the FCDC Project Lead.

7.2 FCDC Participation: FCDC personnel will be available to participate on tasks as identified in the vendor’s proposal. In its proposal, the vendor shall indicate any dependencies on FCDC personnel, hours required outside of normal business hours, or any other work, location or conditions requirements.

7.3 Submittal of Deliverables: The vendor must perform its tasks in a timely and professional manner, producing deliverables that fully meet FCDC’s requirements in accordance with the proposal’s methodology, schedule, and Table of Contents. Each written deliverable must be submitted in the form of one hardcopy and one electronic copy.

7.4 Review and Approval of Final Report: FCDC will have 10 business days to review, comment, seek clarifications, and/or approve the Final Report. The vendor will have 5 business days to make required clarifications and re-submit the deliverable.

7.5 Payments: The payment schedule will be discussed and agreed upon during contract negotiations.

APPENDIX G
QUESTIONNAIRE

APPENDIX G -- QUESTIONNAIRE

Please provide a response to each question. Please type or clearly print your responses. If you are planning to re-copy this Questionnaire, your responses to the questions must be in the chronological order listed below.

1. Do you have experience with projects with mandated deliverable dates? Please include examples of how you ensure meeting the expectations.

2. Have you ever had to pay damages because a project was late? Please provide details.

3. Have you had a project that was going to be late? Why? What did you do to correct the situation? Was it delivered on time?

4. What website technologies have you audited for vulnerabilities in the past? Please list technologies.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
<p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.