

Request for Quotation

For Varonis DatAdvantage and Related Software Modules

August 8, 2016

Pennsylvania Housing Finance Agency

211 N Front ST

Harrisburg, PA 17101



Table of Contents

Submission Details.....	3
Submission Deadlines.....	3
Submission Delivery Address.....	3
Submission Questions and Clarifications	3
Electronic Submissions	3
About PHFA	4
Background.....	5
Detailed Specifications	6
Terms and Conditions.....	7
Selection Criteria	7
Exhibit A.....	8

Submission Details

Submission Deadlines

All submissions for responding to this request must be submitted on paper and delivered to our office, as stated below, no later than:

Friday, September 9th 2016
No later than 2:00pm EDT

Submission Delivery Address

The delivery address to be used for all paper submissions is:

Kimberly Boal
Director of Information Technology
Pennsylvania Housing Finance Agency
211 N Front ST
Harrisburg, PA 17101
Voice: 717-780-3841
Email: kboal@phfa.org

Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification **in writing only** on any topics covered in this RFQ:

Kris Clymans
Manager of Infrastructure and Support
Voice: 717-780-3861
Email: kclymans@phfa.org

Electronic Submissions

Electronic submissions in response to this Request for Proposal will be accepted as long as they meet the following criteria:

Sent via email to: ITPurchasing@phfa.org

Document standards:

- Must be in Microsoft Word or PDF format
- File name must end in .doc, .docx or .pdf

About PHFA

The Pennsylvania Housing Finance Agency (PHFA or The Agency) works to provide affordable homeownership and rental apartment options for senior adults, low- and moderate-income families, and people with special housing needs. Through its carefully managed mortgage programs and investments in multifamily housing developments, PHFA also promotes economic development across the state.

Since its creation by the legislature in 1972, PHFA has generated more than \$12.5 billion of funding for nearly 163,000 single-family home mortgage loans, helped fund the construction of 127,447 rental units, and saved the homes of nearly 48,500 families from foreclosure. PHFA programs and operations are funded primarily by the sale of securities and from fees paid by program users, not by public tax dollars. The Agency is governed by a 14-member board. * These figures were last updated on April 1, 2016.

PHFA is a state-affiliated agency. Our employees do not participate in the state pension program and do not participate in the Commonwealth's employee benefit programs. PHFA's programs and operations are funded through the income we generate through investment activity, through program fees and through financing programs. As a mission-driven agency providing affordable housing products to the citizens of the Commonwealth, we offer programs and administer funds on behalf of state, federal government, and tax related programs and we receive fees to deliver these programs.

In addition to its major programs, PHFA conducts housing studies, promotes counseling and education for renters and homebuyers, encourages supportive services at apartments it has financed, administers rent subsidy contracts for the federal government, and acts as an advocate to promote the benefits of decent, affordable shelter for those who need it most.

PHFA also has a significant effect on employment. Its homeownership and multifamily rental programs offer vendors excellent business opportunities in the fields of real estate sales, development, law, construction, architecture, engineering, lending, housing management, and related disciplines. Other PHFA-related measures affect employment and industry in a wide variety of fields and professional disciplines.

Background

PHFA is issuing this RFQ in response to the Agency's interest in obtaining Varonis DatAdvantage Software and related modules as detailed in the next section. The primary driver of this purchase is to proactively monitor and control the storage of unnecessary Personally Identifiable Information on Agency servers and other software systems. As the custodians of many citizens' information, PHFA is dedicated to guarding their information and privacy and preventing misuse of the data that has been entrusted to the Agency.

Secondary goals are to provide an automated tool to Legal and IT staff to comprehensively search Agency servers for information related to requests made under the PA Right to Know laws.

Lastly, PHFA hopes to use the behavior analytics capabilities provided by the Varonis solution to proactively alert PHFA IT staff to behavioral anomalies and, in some cases, automatically and immediately block access to accounts that are responsible for the erroneous behavior until further investigations are conducted.

PHFA plans to include Varonis in its arsenal of tools to combat the variety of bad actors such as hackers, malware and other threats that are constantly probing, attacking and attempting to gain unauthorized access to PHFA systems.

Detailed Specifications

PHFA has worked directly with Varonis Software to create the following Bill of Materials. This list in its entirety should be included in the initial bid. Inclusion of additional items or removal of items may be considered grounds for disqualification for consideration in the awarding of this purchase.

Qty	Description	SKU
	Licensing	
1	DatAdvantage IDU Analytics for Windows for 300 users	DA-300L
1	IDU Classification Framework for 300 Users	DC-300L
1	DatAdvantage IDU for Exchange for 300 Users	EC-300L
1	DatAlert Suite for 300 Users	DLS-300L
1	DatAdvantage for Directory Services for 300 Users	DS-300L
1	DatAnswers for Windows for 300 Users	DWW-300L
1	1 DatAdvantage Probe for 50SL	DAPR-1P
	Support and Maintenance	
1	Annual Software Subscription and Support for DatAdvantage IDU Analytics for Windows for 300 users	SSPDA1-300L
1	Annual Software Subscription and Support for IDU Classification Framework for 300 users	SSPDC1-300L
1	Software Subscription and Support for DatAdvantage IDU for Exchange for 300 users for 1 year	SSPEC1-300L
1	Software Subscription and Support for DatAlert Suite for 300 users for 1 year	SSPDLS1-300L
1	Software Subscription and Support for Datadvantage Directory Services for 300 users for 1 year	SSPDS1-330L
1	Software Subscription and Support for DatAnswers for Windows for 300 Users for 1 year	SSPDWW1-300L
1	Annual Software Subscription and Support for 1 DatAdvantage Probe	SSPDAPR1-1P
	Professional Services	
1	One Day Professional Services Engagement	PRS-1D

Terms and Conditions

All Terms and Conditions below must be agreed to in their entirety as written. Exceptions to these terms will not be granted.

- PHFA is seeking at least Net 30 terms for payment.
- Purchase from winning bidder is subject to approval from PHFA.
 - A successful bid does not guarantee that a purchase will be made. A successful bidder will, however, be the vendor presented to PHFA for final approval.
- The successful bidder must agree to the Master Contracting Provisions of the Commonwealth of Pennsylvania included as Exhibit A.
- The Agency can discontinue, modify or rescind any aspect of this any time at its full discretion.
- All costs associated in preparing this bid are the responsibility of the bidders
- All materials submitted in response to this bid will become the property of the Agency.
- In the event any bid information submitted in response to this bid is private, proprietary, confidential or a trade secret such information must be clearly delineated and identified.

Selection Criteria

Because this RFQ is being sent out with a defined and comprehensive list of the items to be purchased, price of the entire Bill of Materials will be the primary factor in selecting the vendor that will be presented to PHFA for final approval and bid award (if approval is granted).

Exhibit A

EXHIBIT A

CONTRACTING PROVISIONS

ARTICLE I.

CONTRACTOR'S INTEGRITY

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
 - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - (1) Ownership of more than a five percent (5%) interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
 - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

For Varonis DatAdvantage and Related Software Modules

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- g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

For Varonis DatAdvantage and Related Software Modules

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the

For Varonis DatAdvantage and Related Software Modules

inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

ARTICLE II.

CONTRACTOR'S RESPONSIBILITY

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

For Varonis DatAdvantage and Related Software Modules

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

ARTICLE III.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the

For Varonis DatAdvantage and Related Software Modules

Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this

For Varonis DatAdvantage and Related Software Modules

Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

ARTICLE IV.

RIGHT-TO-KNOW LAW

Contractor understands that this Contract and records related to or arising out of this Contract are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). Contractor is required to adhere to the following requirements:

1. Contractor shall notify the Agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
2. If Contractor fails to provide access to, and copies of, the requested information to the Agency, within the period specified by the Agency, the failure shall be considered an event of default and Contractor shall pay, indemnify and hold the Agency harmless for any damages, penalties, detriment or harm that the Agency may incur as a result of Contractor's failure to produce the requested information.
3. Contractor agrees not to challenge the Agency's decision to deem the requested information a Public Record as defined by the RTKL, or in any way hold the Agency liable for such a decision. However, if Contractor believes the requested information to be confidential or a Trade Secret as defined by the RTKL, then Contractor will provide a statement signed by a representative of Contractor explaining why the requested material is exempt from public disclosure under the RTKL within the timeframe prescribed by the Agency. The Agency's determination as to whether the requested information is a Public Record is dispositive of the question as between the parties to this Contract.