
REQUEST FOR PROPOSAL NO. PUCO482015

LEGAL RESEARCH SERVICES

Issued by: The Legal Department
THE PUBLIC UTILITIES COMMISSION OF OHIO
180 East Broad Street, 12th Floor
Columbus, Ohio
43215-3793

PROPOSAL DUE: May 8, 2015



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I. INTRODUCTION

The Public Utilities Commission of Ohio (PUCO) and the Ohio Power Siting Board (OPSB) seek technical and financial proposals from qualified firms to furnish on-line legal research and other research services. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals for the purpose of hiring a company through competitive negotiations to provide services for legal research for use by various attorneys of the PUCO and OPSB. The potential contract(s) resulting from this RFP will be used to obtain electronic and hardcopy research services via the web for legal-related research.

The intent of this RFP is to award a contract to the respondent whose proposal, conforming to this RFP, is most advantageous to the PUCO and OPSB, price, and other factors considered. Your firm is invited to submit a proposal to supply these services.

II. BACKGROUND

The PUCO is a state agency that regulates providers of utility services, including electric and natural gas companies, local and long distance telephone companies, water and wastewater companies, and rail and trucking companies. The PUCO was created to assure all residential and business consumers access to adequate, safe and reliable utility services at fair prices, while facilitating an environment that provides competitive choices. The Legal Department's attorney examiners conduct public hearings, issue procedural entries, and draft the opinions and orders issued by the PUCO. The attorney examiners also answer inquiries about public hearings and case processing. In addition, the attorney examiners, as well as several other employees, conduct general legal research for various questions dealing with federal or state energy matters.

The OPSB is a state agency that supports sound energy policies that provide for the installation of energy capacity and transmission infrastructure for the benefit of the Ohio citizens, promotes the state's economic interests, and protects the environment and land use. The OPSB is authorized to issue certificates of environmental compatibility and public need for the construction, operation, and maintenance of major utility facilities as defined in R.C. 4906.01.

The PUCO and OPSB are interested in receiving sealed proposals to provide legal research services for their attorneys and other employees conducting legal research located at their main office at 180 E. Broad St., Columbus, OH 43215. The respondent should assume that any contract(s) that may be issued as a result of this RFP shall be a fixed-price contract (inclusive of all services and products required by the PUCO and OPSB). From this point forward, all references made to the PUCO or its employees will incorporate the OPSB and its employees, as well. Although the contract will be negotiated through the PUCO, any OPSB employees that engage in research activities will also be using the services described within this RFP.

III. SCOPE OF SERVICES TO BE PROVIDED

3.1. Specifications

This section contains specifications and relevant information respondents should use for the preparation of their proposals. Respondent's proposal must contain a response to each specification, if applicable.

3.1.1. Legal Research Services

The respondent shall have the ability to provide web access to a broad range of legal research services including, but not limited to, cases, statutes, administrative rules, administrative decisions, appellate briefs, legal journals, treatises, general periodicals, and law reviews. These services shall encompass Ohio, multi-state, and federal sources. The services provided shall include searching, citation, downloading, and printing. The respondent(s) shall also provide access to the legal research services via the web with secured password protection for access and control.

The respondent's product shall provide for file downloads to the user's computer in Rich Text Format (.rtf), Microsoft Word (.doc), and Adobe Acrobat (.pdf) formats. File downloads and remote printing should be available at the user's on-site PC and/or network attached printer, and it is desirable that access would be obtained from any remote location via password.

The respondent's product shall be capable of providing pinpoint page citations, as well as an automatic cite checking service such as Shepard's or Keycite. A citation verification service such as Westcheck or CiteCheck shall also be provided at no extra cost.

3.1.2. Materials

Respondent's proposal shall provide three price structures, each on a flat-fee basis. The first must encompass materials outline in subsection 3.1.2.1. The second price quote must include subsections 3.1.2.1. and 3.1.2.2. The third price quote must include subsections 3.1.2.1., 3.1.2.2., and 3.1.2.3. If respondent is unable to "bundle" the materials as required in this subsection, respondent must state the reason for its inability and provide an alternative structure that most resembles the structures listed in subsections 3.1.2.1., 3.1.2.2., and 3.1.2.3, and describe any similar alternative bundles.

3.1.2.1. Mandatory Materials

The respondent must provide access to all the requested materials listed below:

- A. All Federal case law material including:
 - United States Supreme Court case law;
 - United States Courts of Appeals, all circuits, reported/unreported decisions; and
 - United States District Courts, all states, all circuits.

- B. Federal Statutes/Legislative History/Bill Tracking listed below:
 - United States Code – with and without annotation, historical codes, and all tables and indices;
 - Federal bill tracking and bill archives;
 - Congressional bills; and
 - Federal Rules with annotation

- C. Federal Administrative Law and Regulations, including the Code of Federal Regulations, both current and archived.

- D. All Ohio databases offered through the respondent's catalog to include at a minimum:
- Ohio case law including all state courts;
 - Ohio statutes;
 - Ohio regulations, with particular interest to those regulations dealing with the PUCO; and
 - All Ohio regulatory and administrative law materials, specifically focusing on PUCO decisions, Ohio Attorney General Opinions, and Ohio Ethics Commission Opinions.
- E. Federal Statutes/Legislative History/Bill Tracking listed below:
- Congressional Record; and
 - Legislative History, both current and archived.
- F. Federal Judicial Materials, such as federal practice materials and forms.
- G. Federal Administrative Law and Regulations listed below:
- Federal Register, both current and archived; and
 - Federal regulation tracking.
- H. All 50 States Materials listed below:
- Case law, including all state courts;
 - Statutes, including annotated versions;
 - Legislative histories;
 - Court rules;
 - Attorneys general opinions;
 - Regulatory codes and registers; and
 - Bill tracking.

3.1.2.2. Elective Materials – Tier I

Depending on respondent's availability, and the cost of access to the PUCO, the respondent is asked to provide a cost structure for the materials listed below:

- A. Law reviews/law journals/texts/treatises, including, but not limited to:
- Any law review or law journal normally made available by the respondent to legal subscribers; and
 - Any legal text or treatise that the State of Ohio already subscribes to in print form (e.g., Am. Jur., ALR, CJS, etc.).
- B. All Ohio databases offered through the respondent's catalog to include at a minimum:
- Ohio practitioner's guide and legal forms;
 - Law reviews from Ohio law schools;
 - Ohio Approved Instructions;
 - Ohio bill text and tracking;
 - Ohio legal newsletters; and
 - Ohio Court Rules.

3.1.2.3. Elective Materials – Tier II

Depending on respondent's availability, and the cost of access to the PUCO, the respondent is asked to provide a cost structure for the materials listed below:

- A. News articles; and
- B. Public records (such as property records, judgments, liens, UCC records, lawsuits, financial statement filings, etc.).

3.1.3. Additional Materials

The respondent may provide access to other legal reference databases in addition to the mandatory and elective materials listed above, and in fact, is encouraged to do so. The respondent must maintain a comprehensive list of all required databases. The PUCO shall be provided with the original list and all updates to the list as they occur. The respondent should provide the PUCO with a comprehensive list of all additional databases offered as part of this RFP.

3.1.4. Technical Requirements

Standard web browser software and internet connectivity will be the only tool necessary to access the online services proposed. Unless specifically stated otherwise, the respondent's service must provide the following features, and shall be included in respondent's quote price structure:

- A. Password protection to prevent unauthorized access. The respondent shall provide monthly reports of user activity and, if requested by the PUCO, shall provide monthly reports of connect time based on unique user names.
- B. A mechanism by which online research sessions are automatically terminated if no activity is recognized, i.e., no transactions performed, within a given time period after successful connection with the respondent's site.
- C. During all online research sessions, the respondent shall preclude any internet "pop-ups" or advertisements of any kind from displaying during the user's research session.
- D. The PUCO shall be able to add or delete logon IDs and passwords on at least a monthly basis and upon the separation from employment of any individual user.
- E. Prior to commencing a search session, the PUCO shall be able to input a client's identification for easy tracking.
- F. The respondent shall not impose any limit to the number of simultaneous users, nor limit in any manner the amount of access time to the materials listed in Section 3.1.2. Web-based access must not be limited to any group or type of IP addresses.
- G. The most current version of an automatic cite checking system to include, at a minimum, Shepard's Citations or an approved equal. The respondent shall update the PUCO's cite

checking system when newer versions are released, at no additional cost to the PUCO. The respondent shall also provide the most current version of a citation verification service.

- H. The respondent's product shall be capable of providing pinpoint page citations.
- I. The respondent's product shall be capable of providing case-tracking, and/or provide users with electronic bulletins on important developments (legislative bills, statutes, regulations, and/or case law) in a specific area of the law or jurisdiction.
- J. The system shall be capable of performing specialized searches on "key" fields such as dates, name of authoring attorney examiners, and citations. The system shall also provide for searches on topical areas of interest and shall have the ability to search for character strings. The system must allow for searching using natural language and Boolean logic as well as by use of expanded terms or universal characters (e.g., a search for approv! will return all variations on approve, and a search on kn*w will return matches for know and knew).

3.1.5. Training

The respondent must be capable of providing on-site training for PUCO employees, which is eligible to qualify for Continuing Legal Education (CLE) hours for the attorneys attending the training. The training shall be included in respondent's quoted price structure and shall focus on accessing the web-based research tools and include the following minimum elements in the course syllabus:

- Accessing the website
- Becoming familiar with the available databases, record collections, and resources
- Conducting simple searches
- Saving search results
- Conducting subsequent searches within search results
- Conducting complex searches
 - Boolean Logic
 - Nested searches
 - Wild card searches
 - Constructing an efficient search
 - Constructing searches that can be saved and rerun in the future
- Printing search results
- Downloading search results in user's computer
- Using the online help resources
- Using online tutorial(s), if available.

3.1.6. Support Services

Support services shall be included in respondent's quote price structure and shall be available via a toll-free, staffed telephone number, 24 hours per day/7 days per week, to respond to users' questions. The respondent shall also provide an online option for support services, which may be in the form of email or an instant messaging system.

3.1.7. Invoicing

The respondent shall provide the PUCO with a monthly invoice. The invoice may be submitted to PUCO in electronic format or paper format, provided the electronic format can be printed in a legible, convenient manner for processing by accounting offices. The monthly invoice must provide service utilization details by each logon ID (named user), including the costs associated with the logon ID's monthly activity, and the connect time and/or number of transactions conducted. The respondent shall maintain user activity data through a tracking report. The PUCO shall have no less than 30 days to pay any outstanding amount after an invoice has been issued.

3.1.8. Pricing Provision

The respondent's proposal should contain specific pricing and cost information. The respondent shall provide access to its basic legal research databases on a monthly flat fee.

3.1.9. Changes and Additions

The respondent shall notify the PUCO in writing when new services, libraries, products, content and/or databases become available. Should new items become available during the term of the contract that would change the fixed pricing of the contract if added, the respondent shall allow the PUCO a 30-day free trial period for the new item(s). This trial period shall be for evaluation purposes to determine whether the new item(s) has sufficient relevance to PUCO work. At the conclusion of the 30-day free trial period, the respondent must request in writing to the PUCO that the contract be amended to include these item(s), with clear definition of the impact on pricing. New items, i.e., services, products, content and/or databases, may only become a part of the contract upon acceptance by the PUCO. The PUCO shall be under no obligation to pay additional costs without its express prior written consent. The respondent shall make available to the PUCO any enhancements or upgrades to either the respondent's website or search engine features at no additional cost.

3.1.10. Respondent Questionnaire

Please provide responses to the following questions:

1. How frequently are your legal research libraries updated?
2. Measured on a monthly basis, what is the availability percentage, or the time for complete functionality, for your servers and data research facilities?
3. What is the response time for return of data for customers who access your present legal research database?
4. Compare your proposal to the free legal research materials and tools available on the Web.

3.2. Express Recognition by Respondent Regarding Storage of PUCO Information

Current PUCO security, records retention requirements, and related concerns render outside storage inappropriate for PUCO use. Therefore, respondents should expressly indicate in their proposals that the respondent acknowledges and understands that:

1. The PUCO will not accept a solution in response to this RFP that requires or allows the storage of PUCO attorney work-product (data, logs, and/or other records) in a vendor-controlled system;
2. Such storage options should not be offered to PUCO staff, either individually or in classes;
3. Any products, options, or features of the respondent that include such a storage option must include a way for PUCO staff to disable the storage option.

IV. MINIMUM CONTENTS OF PROPOSAL

4.1. Minimum Contents

Each proposal shall contain page numbers and a Table of Contents. In a separate section, reflected in the Table of Contents, the following information shall be provided:

- A. Name, mailing address, and telephone number of individual to contact if further information is desired.
- B. A statement regarding the respondent's legal structure (e.g., an Ohio corporation), Federal Tax Identification Number, and principal place of business.
- C. The following required Equal Employment Opportunity data must be provided for the respondent:
 1. The total number of employees;
 2. The percentage of the total which are women;
 3. The percentage of the total which are Black, Hispanic, Asian, or American Indian (please specify);
 4. The total number of employees located in Ohio offices;
 5. The percentage of the Ohio total which are women;
 6. The percentage of the Ohio total which are Black, Hispanic, Asian, or American Indian (please specify);
 7. The percentage of the total assigned which are women; and

8. The percentage of the total assigned which are Black, Hispanic, Asian, or American Indian (please specify);

D. A listing of contracts the respondent has with the State of Ohio and:

1. Name of the state agency(s) for each contract;
2. The cost of each contract;
3. The duration of each contract; and
4. A brief description of each current contract.

D. State Term Schedule Number, if applicable.

E. At least three references the PUCO or its Staff may call to receive an assessment of the respondent's previous performance. The PUCO would prefer government references, if possible. The information required for each reference is as follows:

1. Name of individual to contact for reference;
2. Company / Entity which employed the respondent;
3. Telephone number; and
4. A description of the services for which the reference is given.

F. A description of the qualifications, experience, and proven results achieved by respondent, with a summary of services performed similar to those contemplated by this RFP, including specific references. The PUCO reserves the right to request samples or prior relevant work from any respondent prior to making its final selection.

V. PROPOSAL EVALUATION

5.1. Proposal Selection

An approximate weighting system, along with the PUCO's judgment and experience, will be used in the evaluation of the proposals. As part of the evaluation, the PUCO will select a committee to conduct sample searches for all respondents and assess each proposal. The PUCO selection committee will evaluate the proposal components using the following weighted criteria as a guide to determine which, if any, proposals are the most advantageous to the PUCO's needs:

- A. The proposed cost of the services. The proposed cost of the services is very important but is not necessarily the controlling factor in choosing the successful respondent. A breakout of costs among the different tiers of services is required. Respondents are encouraged to provide as competitive a bid as practicable, as well as provide a fee schedule of charges for any future proposed additional services not identified in this RFP. (10%)

- B. Specialized experience, qualifications, and technical competence of the respondent and its key staff. (5%)
- C. Ability of the respondent to provide innovative solutions. (5%)
- D. Approach to providing legal research services and any unusual problems anticipated. (5%)
- E. The capacity and capability of the respondent to perform the work within the time limitations. (5%)
- F. Accessibility to respondent's support services and proximity of the support staff or agents to Columbus, Ohio. (5%)
- G. Availability of financial and operating resources as required to provide the services. (5%)
- H. Past record and performance of the respondent with respect to schedule compliance, cost control, and quality of work. Respondent has demonstrated ability to meet stated deadline; realistic timelines provided and demonstrated proven results of lead personnel. (5%)
- I. Ease of use of the various services and ease of conducting searches described in this RFP. Ease of use incorporates both the time taken by the person conducting the research and his or her ability to understand how to reach a particular result. (15%)
- J. Relevancy and quantity of results to sample searches conducted by the PUCO selection committee. The PUCO selection committee will evaluate initial searches as well as any narrowing terms it deems appropriate. (15 %)
- K. The extent to which the respondent's services provide information over and above that available on the Web. (5%)
- L. The frequency in which the respondent's databases are updated. (5%)
- M. The extent to which the proposal is complete and responsive to the RFP specifications, including, but not limited to, responses to the respondent questionnaire, sample search results, and cost bundles associated with the requested materials. Lack of satisfactory response to the Minimum Content Requirements will be grounds for elimination of any proposal from further consideration. (5%)
- N. The extent to which PUCO administrative decision results resemble original documents authored by the PUCO, containing all relevant information on the original document as well as having a similar format. (5%)
- O. Other relevant criteria as set forth in this RFP or as may be developed by the PUCO. (5%)

The PUCO reserves the right to interview, or call for a presentation from any respondent submitting a response. The PUCO also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated.

In order to facilitate a smooth evaluation of all submitted proposals, each respondent shall provide the PUCO ten (10) usernames and passwords to be used during the evaluation process free of charge. These usernames and passwords should be accessible from the date the RFP is submitted to the date listed in the Timeline that indicates when the PUCO expects to make a selection. The PUCO may utilize more time for such selection if necessary, upon notice to all respondents.

VI. TIMELINE

Action to be Completed	Date
RFP Release	April 8, 2015
Questions Regarding RFP Due	April 24, 2015
Proposals Due	May 8, 2015
Selection Made and Respondents Notified	May 29, 2015
Contract Negotiations (contract awarded if in the best interest of the PUCO)	May 29, 2015 – June 19, 2015
Contract Period	July 1, 2015 - June 30, 2017

VII. OTHER PROPOSAL CRITERIA

7.1. Relevance

The respondent shall include only relevant information and pertinent exhibits in the proposal. Duplication of materials provided in the RFP, exhaustive resumes, inclusion of standard company promotional materials, etc., will not garner additional points in the evaluation process and may detract from the clarity and conciseness of the proposal.

7.2. Proprietary Data in Proposal

The PUCO is subject to the requirements of the Ohio Public Records Law, R.C.149.43. Accordingly, respondents must understand that information and other materials submitted in response to this RFP or in connection with any contract resulting from this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws, including information considered to be a trade secret, pursuant to R.C. 1333.61(D). Therefore, discretionary action is recommended for any proprietary data to be submitted in proposals.

7.3. Due Date and Submission

Any proposal submitted hereunder must be received at the following address no later than 5:00 p.m., May 8, 2015. The PUCO prohibits multiple proposals from a single respondent. Only the first proposal submitted by a respondent will be eligible for consideration. The proposal should be sent in a sealed envelope, clearly marked and addressed to:

Megan Addison
Response to RFP No. PUCO482015
The Public Utilities Commission of Ohio
180 East Broad Street, 12th Floor
Columbus, OH 43215-3793

Electronic proposal submission in PDF format made in addition to, but not in lieu of the above, is recommended and should be sent directly to megan.addison@puc.state.oh.us.

7.4. Format and Copies of Proposal

One original and five (5) conforming copies of the proposal are to be submitted to the PUCO. Proposals must be double-spaced on 8½-inch by 11-inch paper with one-inch margins, and must include the RFP identification number (RFP No. PUCO482015) on each page of the proposal. Each proposal must be signed by an individual who is authorized to bind the respondent to its proposal. Proposal responses must address all requirements of this RFP.

7.5. Late Proposals

A proposal is late if received at any time after the due date set for receipt of the proposals. Requests for extensions of the proposal deadline date and time will not be considered nor granted. Late proposals will remain unopened and will not be returned. Incomplete proposals will not be accepted or considered and will not be returned. Accordingly, a respondent that mails its proposal must allow for adequate mailing time to ensure its timely receipt by the PUCO. Respondents must also allow for potential delays due to increased security, inclement weather or other unforeseen circumstances. A late proposal will be considered along with other proposals only if it is received before the evaluation of proposals has substantially progressed and, in the sole opinion of the PUCO, only if one of the three following conditions is the cause for such late receipt:

7.5.1. Mail delay – the lateness is due solely to a delay in the mail when the response has been sent by registered or certified mail for which an official, dated postmark on the original receipt has been obtained.

7.5.2. PUCO error – if it is received by any reasonable means at the PUCO in sufficient time to be delivered at the office designated for delivery and would have been received at such office except for delay due to mishandling at the PUCO. Only an appropriate date or time stamp showing the time of the receipt will be accepted as evidence of timely receipt of the proposal.

7.5.3. Exceptions – Any other late proposal will not be considered, unless it is the only proposal received or, in the sole judgment of the PUCO, it offers some important advantage that is of benefit to the PUCO.

7.6. Modification or Withdrawal of Proposal

Any proposal may be modified or withdrawn by written request of the respondent if the request is received by the PUCO at the above address by the date set for receipt of original proposals.

7.7. Modification or Withdrawal of this RFP

This RFP may be modified or withdrawn at any time prior to the time set for receipt of proposals and thereafter, as long as no proposal has been opened. Upon any such modification or withdrawal, all respondents will be notified and any person or firm who has expressly requested such notice in writing will also be notified of such changes at the discretion of the PUCO.

7.8. Right to Reject Any and All Proposals

The PUCO also reserves the right to reject any and/or all proposals with or without cause; issue an additional RFP; request additional information from respondents as the PUCO may deem necessary; waive any/or all non-material irregularities pertaining to this selection and/or submission of responses; disqualify any and/or all firms or respondents and reject any and/or all bid responses for failure to comply with this RFP or to promptly provide additional requested materials or information. Additionally, misleading, inaccurate or incomplete information will be grounds for disqualification of a proposal at any time in the evaluation process. The PUCO shall not be liable for any costs incurred by a respondent in replying to this RFP, regardless of whether the PUCO awards any contract through this process, decides to cancel this RFP for any reason, rejects all proposals or issues another RFP, if it is in its best interest to do so.

7.9. Respondent Selection

The PUCO reserves the right to determine that the described services will not be required by the PUCO, depending on the PUCO's needs and circumstances at the time of the selection.

7.10. Method of Award

The PUCO may award and negotiate a contract with one or more respondents for an initial term of up to a maximum of two (2) years, beginning July 1, 2015, and expiring no later than June 30, 2017. Each contract shall also include an optional renewal term up to a maximum of two additional years, which shall be in the PUCO's sole discretion. The beginning and expiration dates of the contract shall be in the PUCO's sole discretion. No award hereunder is effective until approved and a contract has been fully executed by the PUCO and respondent. If a contract is not executed as stated, the PUCO may in its sole discretion rescind the contract award and elect to negotiate with another respondent.

VIII. QUESTIONS REGARDING THIS RFP

From the date of release of this RFP until a respondent has been selected and a contract has been executed, respondents shall not communicate with any PUCO staff and/or reviewer concerning this RFP, except by the methods described herein. The PUCO may, in its sole discretion, reject the proposal of a respondent who violates this prohibition.

Respondents may access RFP materials by visiting the State of Ohio's Procurement website at <http://procure.ohio.gov/proc/index.asp> and searching for RFP No. PUCO482015.

Upon release of this RFP, respondents may submit questions regarding the RFP directly to the procurement website. Questions will be accepted until April 24, 2015 at 5:00 pm local time. Questions submitted after this time will not receive a response from the PUCO. The PUCO will not be responsible for informing respondents when questions have been answered. Therefore, the PUCO encourages respondents to check the procurement website frequently for the status of submitted questions.

The PUCO reserves the right to clarify or modify the RFP through the issuance of written amendments. Such amendments may set forth changes, including, but not limited to, modifications, additions to, or deletions of, any of the requirements and specifications set forth in the RFP, as well as any estimated dates. Any amendments will be provided on the procurement website.

IX. WARRANTIES AND CERTIFICATIONS

9.1. Respondent Warranties and Certifications

By submitting a proposal, the respondent warrants and certifies that it:

- A. Is eligible for award of a contract by the PUCO, pursuant to R.C. 9.24, 125.11, 125.25, and 3517.13.
- B. Has read the RFP, understands it, and agrees to be bound by its requirements.
- C. If awarded a contract arising out of this RFP, shall negotiate such contract in good faith, which contract shall be in a form provided by the PUCO.
- D. Has not included any legal terms or conditions for the contract in its proposal.
- E. Has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
- F. Will not, nor will any subcontractor, or any person acting on behalf of respondent or a subcontractor, discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of

this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.

9.2. Standard Affirmation and Disclosure Form (EO 2011-12K)

The respondent affirms, understands and will abide by the requirements of Executive Order 2011-12K. The respondent affirms that both the respondent and any of its subcontractors will perform no services requested within this RFP outside of the United States. If awarded a contract, the respondent agrees to provide all the name(s) and location(s) where services will be performed.

9.3. Governing Law

This RFP and any agreements resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.

9.4 Liability

If awarded a contract arising out of this RFP, the respondent agrees to indemnify and to hold the PUCO and the State of Ohio harmless and immune from any and all claims for injury or damages arising from the agreement which are attributable to the respondent's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by respondent, or joint venturers while acting under this agreement. Such claims shall include, without limitation, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The respondent shall bear all costs associated with defending the PUCO and State of Ohio against all claims.

9.5 Certification of Funds

If awarded a contract arising out of this RFP, it is expressly understood and agreed by the respondent that none of the rights, duties, and obligations described in the final agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the PUCO gives the respondent written notice that such funds have been made available to the PUCO.