Request for Proposal

RFP Number: OCCR-17-013
Date Issued: June 17, 2016

Issued by
Office of the Ohio Consumers' Counsel (OCC)
10 West Broad Street, Suite 1800
Columbus, Ohio 43215
www.occ.ohio.gov

The OCC is requesting Proposals for:

Evaluation of Columbia Gas of Ohio's Application to Continue its Demand Side Management Program

PUCO Case No. 16-1309-GA-UNC

RFP Issued:	June 17, 2016
Inquiry Period Begins:	June 17, 2016
Inquiry Perion Ends	June 24, 2016 8:00 AM EST
Proposal Due Date:	June 29, 2016 2:00 PM EST

REQUEST FOR PROPOSAL
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- Affirmation and Disclosure Form Executive Order 2011-12K

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PART ONE: EXECUTIVE SUMMARY

Introduction. This is a Request for Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Ohio Consumers' Counsel (OCC) is soliciting competitive sealed proposals (Proposals) for **Evaluation of Columbia Gas of Ohio's Application to Continue its Demand Side Management Program.** If a suitable offer is made in response to this RFP, the OCC may enter into a contract (Contract) to have the selected Offeror (the Contractor) perform all or part of the Project. This RFP provides details on what is required to submit a Proposal, how OCC will evaluate the Proposals, and what will be required of the Contractor in performing the work.

Background. The OCC plays an integral part in Ohio's government and economy by fulfilling its role as the advocate agency for residential utility consumers. Established in 1976, the OCC's services for Ohio consumers include advocacy on their behalf on issues involving the affordability and quality of their utility services. OCC also provides education for consumers regarding their utility services.

The law governing the agency's activities is contained in chapter 4911 of the Ohio Revised Code.

Purpose. This RFP is to solicit bids from Independent Contractors for technical assistance with the evaluation of the Columbia Gas of Ohio's demand side management portfolio filed with the Public Utilities Commission of Ohio ("PUCO") on June 10, 2016, in Case No. 16-1309-GA-UNC. This RFP focuses on evaluating the factors and guidelines that the PUCO uses to judge the reasonableness of a natural gas utility's demand side management programs.

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PART TWO: GENERAL INSTRUCTIONS

Calendar of Events. The schedule for this RFP and the work to be addressed is given below. The OCC reserves the right to change this schedule as needed.

Firm Dates.

RFP Issued:	June 17, 2016
Inquiry Period Begins:	June 17, 2016
Inquiry Perion Ends	June 24, 2016 8:00 AM EST
Proposal Due Date:	June 29, 2016 2:00 PM EST
Contract Award Date:	July 2016
Contract End Date:	June 30, 2017
Estimated Budget:	$40,000

Failure to meet a deadline in the submission or evaluation phases or any objection to the dates for the performance in the Proposal phase may result in the OCC not considering the Proposal from the Offeror.

Contract Period. The term of this contract will be from the award date through June 30, 2017. At the sole discretion of the OCC, the State may renew all or part of this Contract with an optional one year renewal which may extend this contract through June 30, 2018

If a Contractor doing business with OCC has accumulative contracts or anticipated expenditures during the current state fiscal year totaling $50,000 or more, OCC is required to seek approval from the State of Ohio Controlling Board for expenditure of funds. Prior to awarding a Contract, the OCC will decide whether or not it will proceed with the contract and seek approval from the Board. The timing of that approval is dependent on the dates for submission to the Board and the scheduled meeting of the Board.

Contact. The following individual will represent the OCC as the primary contact for matters relating to this RFP and any subsequent contract.

Robin Tedrick
Records Management Coordinator
Office of the Ohio Consumers' Counsel
10 W. Broad Street, Suite 1800
Columbus, Ohio 43215-3485
E-mail: robin.tedrick@occ.ohio.gov

RFP Inquiries. Offerors may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Offerors must use the following process:

1. Access the Department of Administrative Services (DAS), State Procurement web site at http://procure.ohio.gov/proc/searchProcOpps.asp;

2. Under "Procurement Opportunity Search – General Criteria", enter OCC then the Document/Bid Number as identified on the cover page of this RFP (OCCR-17-013), OR under "Agency" use the dropdown arrow and select Consumers' Counsel, Office of the Ohio;
3. Click the "Search" button;
4. Click on the "Document/Bid Number" hyperlink;
5. Click on "Submit Inquiry";
6. On the document inquiry page, complete the required "Personal Information" section by providing:
   a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
   b. Name of the prospective Offeror.
   c. Representative's business phone number.
   d. Representative's e-mail address.
7. Type the inquiry in the space provided including:
   a. A reference to the relevant part of this RFP.
   b. The heading for the provision under question.
   c. The page number of the RFP where the provision can be found.
8. Enter the Confirmation Number at the bottom of the page.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered. Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

OCC will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays.

Proposal Submission. Proposals can be sent e-mailed to Robin Tedrick, at the above referenced e-mail.

Electronic Submission: Offeror must submit one (1) original Proposal which includes all completed and signed forms. Email subject line must clearly be identified as the following:

"RFP-OCCR-17-013 – Evaluation of Columbia Gas of Ohio's Application to Continue its Demand Side Management Program"

The OCC may reject any proposals or unsolicited proposal amendments that are received after the deadline. When mailing Proposals, Offeror must allow for adequate mailing time to ensure its timely receipt.

Each Offeror must carefully review the requirements of this RFP and the contents of its proposal. OCC will not be liable for any costs incurred by any Offeror in responding to this RFP, regardless of whether the OCC awards the contract through this process, cancels this RFP for any reason, or by issuing another RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

In addition, the Offeror will agree to abide by all laws, rules and directives of the State of Ohio, as they pertain to vendors doing business with the State of Ohio.

The OCC may reject a Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or if the Proposal fails to meet any requirement of this RFP. The OCC may reject any Proposal that is not in the best interest of the OCC.

All Proposals and other material submitted will become the property of the OCC. Proprietary information should not be included in a Proposal or supporting materials because all Proposals will be treated as a public record and the OCC will have the right to use any materials or ideas submitted in any Proposal without compensation to the prospective Contractor.

Waiver of Defects. The OCC has the right to waive any defects in any Proposal or in the submission process followed by the Offeror. However, the OCC will only do so if it is in the best interest of the OCC and will not cause any material unfairness to other Offerors.

Amendments to Proposal. Amendments or withdrawals of proposals will be allowed if the amendment or withdrawal is received before the proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by the OCC.

Amendments to the RFP. If the OCC decides to revise this RFP, amendments will be posted on the DAS website. Offeror's are responsible for checking the website for any updates or to review all questions and answers posted regarding this RFP.

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PART THREE: SCOPE OF WORK AND DELIVERABLES

This section describes the scope of work and what the selected Offeror must deliver as part of the completed work (the "Deliverables") to meet the terms and conditions of a subsequent contract.

Scope of Work. Upon request by an OCC employee, the selected Independent Contractor will, with input and assistance from OCC staff, perform specific tasks, as specifically requested by OCC, to assist in representation of the interests of Ohio's residential consumers to address specific issues related to Columbia's energy efficiency portfolio filed on June 10, 2016, at the PUCO in Case No. 16-1309-GA-UNC.

This project will address the appropriateness of Columbia's DSM programs in a low-price natural gas environment and continuation of Columbia's low income program.

The selected Independent Contractor will review Columbia's plan with focus on whether Columbia's DSM programs should be limited to low income programs.

Deliverables and Duties: The selected Independent Contractor will provide the OCC assistance with analysis and evaluation of Columbia's 2017-2022 DSM portfolio.

The selected Independent Contractor will assist OCC employees in evaluating Columbia's application in terms of its alleged program benefits for Ohio's residential consumers and the proposed costs to achieve those benefits. The selected Independent Contractor will need to carefully assess Columbia's DSM proposal to determine its ultimate impact on residential consumers (both participants and non-participants). The selected Independent Contractor shall also determine what additional guidelines or factors are necessary to protect residential consumers' best interest in the State of Ohio. The selected Independent Contractor will need to present his/her in-depth analysis, assessments, and recommendations through written testimony and defend such testimony at depositions and hearings.

Specifically, the Independent Contractor or the Independent Contractor's Subcontractor (approved by OCC) shall be responsible for the following deliverables, as necessary (after OCC makes an explicit request for the Independent Contractor to perform such services):

Deliverables

When directed by OCC, in connection with proceedings before the PUCO, the selected Independent Contractor will evaluate, make recommendations, and present and defend testimony regarding whether, and the extent to which, Columbia's demand side management proposal is properly designed to maximize benefits for all customers.
The selected Independent Contractor must assess and determine other considerations as necessary to protect residential consumers' best interest in the State of Ohio as follows.

a. Policy-related issues related to the subsidization of Columbia's DSM programs including customer bill impact and whether these programs provide the type of system-wide benefits that justify continuation of a rider.
b. Cost effectiveness of proposed programs and Columbia's approach to avoided costs and cost effectiveness.

Duties

At the direction of OCC, such work will include:

a. Timely review and evaluation of Columbia's Application filed in this proceeding on June 10, 2016, Testimony of certain witnesses and any Exhibits that may be filed, and any subsequently filed documentation;

b. The preparation of timely discovery questions (interrogatories and requests for documents) for the purpose of obtaining any other additional information the Independent Contractor deems necessary to fully evaluate the issues, perform analysis, make recommendations, and prepare testimony supporting such recommendations;

c. Timely Review responses to discovery questions, prepare additional discovery questions if necessary, and incorporate responses into evaluation;

d. Prepare timely written direct testimony and, if necessary, supplemental or rebuttal testimony to any witness in this proceeding (including the Utilities, PUCO Staff and intervenor witnesses);

e. Attend depositions of the Utility, Staff, and/or other intervenor witnesses (may require travel) if deemed necessary by OCC's Lead Attorney and be deposed (may require travel) if so noticed;

f. Attend hearings as deemed necessary (will require travel) by OCC's Lead Attorney, including defending (through cross-examination and redirect testimony), written testimony and rebuttal testimony; and

g. Assist and provide technical support, as deemed necessary by OCC's Lead Attorney, in legal preparation of prehearing and settlement conferences, witness testimony, opposing witness (may include the Utility, Staff, and other intervenors), cross-examination, briefs, reply briefs, applications for rehearing, and related motions with respect to this proceeding and any appeal of this proceeding.

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PART FOUR: PROPOSAL REQUIREMENTS

Proposal Format. Each proposal must include sufficient data to allow the OCC to verify the total cost for the work and all of the Offeror's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive proposal. The Offeror may include any additional information it believes is relevant.

1. **Offeror Profile.** Each proposal must include a general profile of the prospective Offeror's relevant experience working on projects similar to this work. In the **Offeror's Profile Summary**, (*See Attachment One*), details on prior and current similar and/or relevant work projects should be provided, including the scope of such work and clients. While detail is generally preferred on an Offeror's most recent work, Offeror's are encouraged to provide detail on relevant work in Ohio.

   The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); total number of employees nationwide and in Ohio; the percentage of women employees nationwide and in Ohio; the percentage of minorities nationwide and in Ohio; number of employees to be engaged in tasks directly related to the work; and any other background information the prospective Offeror's believes would be useful during the proposal evaluation process.

2. **Work Plan.** The prospective Offeror must fully describe its approach, methods, and specific work steps for doing the work and producing the **Work Requirements and Deliverables** set forth in Part Three of this RFP. The OCC encourages responses that demonstrate a thorough understanding of the nature of the work and what the Offeror must do to get the work done well. The prospective Offeror must also provide a complete and detailed description of the way it will do the work that addresses the areas of concern identified below. The OCC seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate the prospective Offeror's ability to quickly undertake and successfully complete the required tasks.

   The prospective Offeror's work plan **must clearly and specifically identify key personnel assignments, by individual, as to who would be addressing the deliverables set forth in Part Three of this RFP**.

3. **Personnel Profile Summaries.** Each proposal must include a profile and/or resume that demonstrates the competency of the Offeror by submitting the following information:

   - **Team Members Names**
   - **Experience and Qualifications**. Experience and qualifications relevant to this project.
   - **Dates of Employment.** The length of time the team members performed relevant work requiring the necessary technical expertise.
   - **Project Experience.** The work of the team members on projects of similar or greater size and scope.

4. **References.** The prospective Offeror must include three references for which the prospective Offeror has successfully provided services on projects that were similar in their nature, size, and scope of work. These references must relate to work that was completed within the past five (5) years.

Note: Each reference must be willing to discuss the prospective Offeror's performance with an OCC representative.

5. **Cost Summary. <u>Each Offeror must provide a cost summary table showing: (1) Team Members' names, (2) their hourly rates, (3) their estimated hours, and (4) total estimated project cost for the Work Requirements and Deliverables set forth in Part Three of this RFP</u>**.

   a) The OCC requires the inclusion of ALL expenses associated with this project within the hourly rates and hours used to determine the costs for the deliverables, thereby eliminating the need for expense billings. Items to be taken into consideration in determining the cost of each deliverable should include supplies and materials, transportation and per diems, copying and overnight mail charges, etc. The successful Offeror will be responsible for direct payment to vendors for any requirements for overnight mail and any "on-site" photocopying charges.
   b) Offeror will invoice only for actual work performed and documented.

   The OCC will not be liable for any costs the prospective Offeror does not identify in its proposal.

6. Submit an original W9 form along with your response to this RFP so that, if a contract is awarded, the OCC can process any invoices submitted by your company. The Internet link to the form is: http://www.irs.gov/pub/irs-pdf/fw9.pdf. The form must be signed and dated.

7. The Offeror must complete the Standard Affirmation and Disclosure form attached to this RFP which addresses Executive Order 2011-12K, Governing the Expenditure of Public Funds on Offshore Services. This executive order states in part "…No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside of the United States…" By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Independent Contractor and affirms that both the Independent Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. To access the executed Executive Order, please visit: http://procure.ohio.gov/pdf/EO201112K.pdf.

8. Submit a statement as part of your response to this RFP, affirming that you or members of your staff do not currently owe any money to the state of Ohio or have an unresolved finding for recovery from the Auditor of State as per Ohio Revised Code (ORC) 125.25. To access more information regarding ORC 125.25, please visit: http://codes.ohio.gov/orc/125.25.

10. Campaign Contribution. House Bill 694 requires that every contract for goods or services of more than $500 must contain a certification signed by the contract recipient certifying that the recipient is in compliance with ORC 3517.13 Divisions (I) or (J) regarding limitations on political contributions. If awarded a contract, the Offeror will certify that they are in full compliance with these Divisions of ORC 3517.13. For more information, please refer to http://codes.ohio.gov/orc/3517.13.

PART FIVE: EVALUATION OF PROPOSALS AND CONTRACT AWARD

Evaluation of Proposals. The evaluation process may consist of up to four distinct phases:

1. The Initial Review of all proposals for defects.
2. The Evaluation of the Proposals technical merits and cost summary.
3. Request for More Information (Interviews, Presentations, and Demonstrations).
4. Contract Negotiations.

It is within the purview of the OCC to decide whether phases three and four are necessary.

Initial Review. The proposals will be reviewed for their timeliness, format, and completeness. Any late, incomplete, or incorrectly formatted proposals may be rejected. Likewise, any defects may be waived or a prospective Offeror may be allowed to submit a correction.

If a late proposal is received, it will not be.

Team Review of the Proposals. Each member of the review team will evaluate and numerically score the technical merits each Proposal. The evaluation will be according to the criteria contained in *PART SIX* of the RFP. The evaluation team has a right to break these criteria into components and weight any components of a criterion according to their perceived importance. The evaluation team will meet and review each Offeror's scores and come to an agreement on a consensus score.

Once the technical merits are evaluated, the cost summary will be evaluated.

Clarifications: During the evaluation process, clarifications may be requested from any Offeror under consideration and the clarification may give any Offeror the opportunity to correct defects in its Proposal. This may be done in cases where doing so would not result in an unfair advantage to the Offeror and the clarification is in the best interest of the OCC.

Rejection of Proposal. The OCC may reject any proposal that is not in the required format, does not address all the requirements of this RFP, or that the OCC believes is excessive in price or otherwise not in the best interest of the OCC to consider or to accept. In addition, the OCC may cancel this RFP, reject all the proposals, and seek to do the work through a new RFP or other means.

Interviews, Presentations and Demonstrations. The evaluation team may require an Offeror to interview with the evaluation team regarding their Proposal. Such presentation, demonstrations, and interviews provide the Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation team. This phase of the evaluation is not an opportunity for the Offeror to engage in any negotiations over the form of the Proposal or required scope of the services.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. The evaluation team will schedule all negotiations. The selected Offeror(s) must negotiate in good faith. The evaluation team may conduct negotiations with any Offeror who submits a competitive Proposal, but the evaluation team may limit discussions to specific aspects of the RFP. Neither the Team, nor an Offeror, may disclose to another Offeror a priced Proposal or any other material information derived from competing Proposals. Any negotiated changes will be reduced to writing and become part of the contract file.

In the event that the Offeror fails to negotiate in good faith, OCC may terminate negotiations and is under no obligations to enter into a contract with the Offeror.

Contract Award. The contract will be awarded to the Offeror that demonstrates a clear understanding of OCC's expectations; can complete the scope of work and deliverables within the designated timeframe, and is the most competitive or lowest cost per point ration.

The OCC plans to tentatively award a Contract for this work no later than the date specified in Part Two of this RFP**.** The OCC reserves the right to change the contract award date if it becomes necessary.

In awarding the Contract, OCC will issue an award letter to the selected Offeror. The Contract will not be binding on OCC until the OCC's duly authorized representative signs the Contract, the OCC issues a purchase order and all other prerequisites identified in the Contract have occurred. The selected Offeror will receive an executed copy of the contract.

Contract. If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Offeror's Proposal, and written, authorized amendments to the Offeror's Proposal. The RFP and Proposal will be attached and incorporated into the standard ODRC Service Contract (see Attachment Five). The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Service Contract Attachment Five to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

The Independent Contractor must provide all deliverables under this Contract. If any of the deliverables in this Contract are provided beyond June 30, 2016, this Contract will be extended through a renewal contract. Any compensation to the Independent Contractor under the renewal contract will be subject to the Total Cost as set forth in this Contract.

PART SIX: EVALUATION CRITERIA

In the Proposal evaluation phase, the evaluation team will rate the submitted Proposals in response to this RFP by using the below criteria.

Criteria (As outlined in Part Four)	Does Not Meet	Meets	Exceeds	Score
1. Offeror Profile Summary (Attachment 1).	0	2	N/A	
2. Work Plan.	0	2	N/A	
3. Personnel Profile Summaries.	0	2	N/A	
4. References.	0	2	N/A	
5. Cost Summary.	0	2	N/A	
6. Completed W-9 Form.	0	2	N/A	
7. Completed Standard Affirmation and Disclosure Form.	0	2	N/A	
8. Statement Regarding Unresolved Finding for Recovery.	0	2	N/A	
9. Statement Regarding Compliance with Campaign Contributions.	0	2	N/A	
Total Points Criteria				

Qualifications	Weight	Rating (0-5)	Extended Score
1. Relevant Experience of Work Projects (Scope of Work and Clients).			
2. Relevant work in Ohio.			
3. Industry Level of Experience			
4. Academic Credentials			
Total Points Qualifications			

Work Plan	Weight	Rating (0-5)	Extended Score
1. Description of approach, method & steps to perform tasks.			
2. Description of proven methods.			
3. Identification of personnel assignments for each task.			
4. Identification of personnel who will present and defend testimony.			
Total Points Work Plan			

Understanding of Project	Weight	Rating (0-5)	Extended Score
1. Scope of project.			
2. Purpose of project.			
3. Knowledge of issues.			
4. Identification of new issues.			
5. Knowledge of Ohio regulations.			
6. Understanding of OCC's policy/position			
Total Points Understanding of Project			

Total Technical Score: _____

The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If OCC finds that one or more Proposals should be given further consideration, OCC may select one or more of the highest-ranking Proposals to move to the next phase. OCC may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

Attachment One - Forms

Cost Summary

RFP-OCCR-17-013 – Evaluation of Columbia Gas of Ohio's Application to Continue its Demand Side Management Program - PUCO Case No. 16-1309-GA-UNC

Following is a cost summary showing a not-to-exceed project cost for the work required and deliverables as outlined in Part Three of this RFP. *Please use form as a guide and adjust as necessary*.

Deliverables / Description of Tasks	Employee	Hours	Hr/ Rate	Estimated Cost

Total Cost: **$_____**

COST PROPOSAL POINTS OCC will use the information the Offeror submits on the Cost Summary Form to calculate Cost Proposal Points. OCC will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. "Cost" = Firm Fixed Price identified in the Cost Summary section of Offeror's Proposal. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of $100.00. Offeror Y has proposed a cost of $110.00 and Offeror Z has proposed a cost of $120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as $100.00 (Offeror X's cost) divided by $110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as $100.00 (Offeror X's cost) divided by $120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change in shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclose form and have read and understand that this form is a part of any contract that Contractor my enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Attachment Two – OCC Standard Contract – Terms & Conditions

CONTRACT FOR PROFESSIONAL SERVICES

Contract #_____
Contract Purchase Order # _____
RFP/ITB Reference # _____
Contract Status: Original ■ Renewal □

Project: _____

I. PARTIES

This Contract for Professional Services ("Contract"), by and between the Office of the Ohio Consumers' Counsel ("OCC"), State of Ohio, located at 10 West Broad Street, Suite 1800, Columbus, Ohio 43215, and _____ located at _____ (hereinafter referred to as "Independent Contractor") is effective as of the date of the signature by the parties. However, pursuant to Paragraph III., the Independent Contractor will not receive compensation for services performed after the signing of the contract unless OCC receives approval of this contract by the Office of Budget and Management (Division of State Accounting).

II. CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT (NOT TO EXCEED): **$_____**

The parties agree that the Independent Contractor shall provide OCC with _____

_____

_____

B. In consideration for the promises and performance of the Independent Contractor as set forth herein, OCC agrees to pay to the Independent Contractor for services rendered that are in conformance with this Contract. Payment will be made within thirty (30) days from the date of OCC's receipt of proper invoices and proof of performance for services performed in accordance with the Scope of Work, Deliverables and Duties of the Independent Contractor and the Terms and Conditions for Professional Services (attached as "Exhibit A") that is incorporated by reference herein, as follows:

SAMPLE

ESTIMATED BUDGET

Fiscal Year 2016	Rate Up To	Hours	Estimated Cost
Deliverable I	$_____	_____	$_____
Deliverable II	$ _____	_____	$_____
Deliverable III	$ _____	_____	$_____
TOTAL COSTS (Not to Exceed)		_____	$_____

The total amount includes all travel and office expenses.

The invoices provided to OCC by the Independent Contractor will be submitted monthly following work performed. The invoice must indicate all of the following: The Contractor name and remit to address, the contract number, purchase order number and invoice number. The work performed, the date(s) the work was performed, the applicable deliverable, the name and title of the person who performed the work, the number of hours, the hourly rate of the person who performed the work, the total amount to being invoiced, and the remaining balance for the deliverable. The invoices provided by the Independent Contractor shall only reflect, and OCC shall only pay for work actually performed.

III. TERM OF CONTRACT AND APPROVAL

This contract is effective on the date it is signed and terminates at the close of business on June 30, 2016. The Independent Contractor must provide all deliverables under this Contract. If any of the deliverables in this Contract are provided beyond June 30, 2016, this Contract will be extended through a renewal contract. Any compensation to the Independent Contractor under the renewal contract will be subject to the Total Costs as set forth in this Contract.

The Independent Contractor will receive compensation for services performed after the contract is executed by all parties and funds encumbered through the Office of Budget and Management (Division of State Accounting).

IV. COMMUNICATION WITH THE MEDIA

The Independent Contractor shall not communicate with the media – including, but not limited to newspaper, television, social media or radio personnel regarding any OCC Request for Proposal, Invitation to Bid or contract the Independent Contractor has responded to or entered into. The Independent Contractor shall direct any and all inquiries received from the media to OCC.

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V. SCOPE OF WORK, DELIVERABLES AND DUTIES OF INDEPENDENT CONTRACTOR

Scope of Work. Upon request by an OCC employee, the Independent Contractor will,

_____

_____

The Independent Contractor shall not perform work unless specifically requested to do so by an OCC employee.

Deliverables and Duties. Upon request by an OCC employee, the Independent Contractor shall perform the following tasks (and any other related tasks) after OCC makes an explicit request for the Independent Contractor to perform a task:

The Independent Contractor will be fully responsible for _____

_____

Deliverable 1
The Independent Contractor shall:

_____

_____

Deliverable 2
The Independent Contractor will:

_____

_____

Deliverable 3
The Independent Contractor shall

_____

_____

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Approved & Accepted by:

Independent Contractor	**Office of the Ohio Consumers' Counsel**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: Chief of Staff - Non-Case Service
Date: _____	Date: _____

SAMPLE

EXHIBIT A

THE OFFICE OF THE OHIO CONSUMERS' COUNSEL

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

I. GENERAL TERMS AND CONDITIONS

A. Performance Standards

1. The Independent Contractor declares that it is engaged as an Independent Contractor and has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business, as well as any specialized insurance that is specified herein, that may be required to carry out its business and perform under the terms of this Contract for Professional Services. The Independent Contractor acknowledges as an Independent Contractor, OCC (hereinafter referred to as "Agency") will not make any contributions to the Ohio Public Employees Retirement System on his/her behalf. The Independent Contractor acknowledges and understands that it does not have any authority to sign agreements, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the Agency.

2. The Independent Contractor shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by the Independent Contractor and the Agency shall not hire, supervise or pay any assistants to the Independent Contractor in its performance under this Contract for Professional Services. The Agency shall not be required to provide any training to the Independent Contractor to enable it to perform services required hereunder.

3. The Independent Contractor shall furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work hereunder, unless stated otherwise in the Deliverables, Scope of Work and Duties of Independent Contractor article. Neither the Independent Contractor nor its personnel shall, at any time or for any purpose, be considered as employees or agents of the Agency or the State of Ohio.

4. The Independent Contractor must complete the Standard Affirmation and Disclosure Form (see attached) which addresses Executive Order 2011-12K, Governing the expenditure of Public Funds for Off Shore Services. This executive order states in part "…No public funds should be spent on services provided offshore…" By signing the Standard Affirmation and Disclosure Form, the Independent Contractor affirms that the Contractor and any of its subcontractors shall perform no services requested under this contract outside the United States. To access the executed Executive Order 2011-12K, Please visit: http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf.

SAMPLE

5. The Agency may, from time to time as it deems appropriate, communicate specific instructions and requests to the Independent Contractor concerning the performance of the work described in this Contract for Professional Services. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of said tasks by the Independent Contractor. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Independent Contractor. The Agency retains the right to ensure that the work of the Independent Contractor is in conformity with the terms and conditions of the Contract for Professional Services, as specified herein.

6. The Independent Contractor and the Agency shall determine the specific time periods required to perform the services to be provided under this Contract for Professional Services. The Independent Contractor retains discretion over its schedule when performing services on the premises of the Agency, subject to the Agency's normal business hours and security requirements.

7. The Independent Contractor shall not communicate with the media, (e.g. newspaper, television, social media or radio personality) regarding any Agency request for proposal, invitation to bid or contract the Independent Contractor has responded to or entered into. The Independent Contractor shall direct any and all inquiries received from the media to the Agency

B. Time of Performance

This Contract for Professional Services shall remain in effect until the work described herein is completed to the satisfaction of the Agency and the Independent Contractor is paid in accordance with the provisions of this Contract for Professional Services, or until terminated as provided herein, whichever is sooner. However, in any event, this Contract shall expire no later June 30, 2016. The work described in this Contract for Professional Services shall begin no earlier than the date of the signature by the parties. The Independent Contractor will not receive compensation for services performed after signing the Contract unless the Agency receives approval of this Contract by the Office of Budget and Management (Division of State Accounting). This Contract for Professional Services must be completed by ***June 30, 2016 unless otherwise agreed to by both parties.***

C. Related Agreements

1. The work contemplated in this Contract for Professional Services is to be performed by the Independent Contractor, unless otherwise noted in the Contract, who may subcontract without the Agency's approval for the purchase of articles, supplies, components or special mechanical services, that do not involve the type of work or services described in the Scope of Work and Duties of Contractor article, but which are required for its satisfactory completion. All work subcontracted shall be at the expense of the Independent Contractor.

2. The Independent Contractor shall, for each subcontract, require each subcontractor to agree to all of the provisions of this Contract for Professional

SAMPLE

Services. The Independent Contractor and subcontractors shall not agree to any provision which seeks to bind the Independent Contractor to terms inconsistent with, or at variance from, this Contract.

D. Conflicts Of Interest

1. No personnel of the Independent Contractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract for Professional Services, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract for Professional Services, unless upon consultation with the Ohio Ethics Commission it is determined that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

3. Prior to the effective date of this Contract for Professional Services, the Independent Contractor must list all Ohio public utilities or public utility subsidiaries for which the Independent Contractor's firm or any members of the Independent Contractor's professional staff proposed for the project, has worked in a professional capacity during the past three years. For each firm listed, the Independent Contractor should describe briefly the nature of the professional relationship and the impact of the relationship upon the Independent Contractor's firm's ability to serve the Ohio Consumers' Counsel in an independent capacity. The Independent Contractor should also describe any other legal, professional or financial relationships between Ohio public utilities and any key members of the Independent Contractor's professional staff.

E. Equal Employment Opportunity

1. In carrying out this Contract for Professional Services, the Independent Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, military status or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 104 Stat. 327,42 U.S.C. 12101, or any applicable state or federal law, rule or regulation or any applicable amendment thereto.

2. The Independent Contractor shall incorporate the foregoing requirements in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Suspension and Termination Provisions

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1. If either party fails to perform any of the requirements of this Contract for Professional Services, or is in violation of a specific provision of this Contract for Professional Services, then the non-breaching party may suspend or terminate this Contract for Professional Services if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of the breach; provided, however, that in the case of late payment by the Agency, Section 126.30 of the Revised Code shall apply and the Independent Contractor may not suspend or terminate this Contract for Professional Services hereunder unless such payment is more than sixty (60) days past due.

2. Upon providing written notice to the Independent Contractor, the Agency may suspend or terminate this Contract for Professional Services, in whole or in part, if the Independent Contractor failed to perform any of the requirements of this Contract for Professional Services; or that the Independent Contractor is in violation of a specific provision of this Contract for Professional Services; or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated under this Contract for Professional Services.

3. The Independent Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Agency, furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract for Professional Services including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.

4. In the event of suspension or termination under this Article, the Independent Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, in accordance with the Terms and Conditions of Payment, less any funds previously paid by or on behalf of the Agency. The Agency shall not be liable for any further claims, and the claims submitted by the Independent Contractor shall not exceed the total amount of consideration stated in this Contract for Professional Services. In the event of suspension or termination, any payments made by the Agency in which services have not been rendered by the Independent Contractor shall be returned to the State.

5. The Agency may at any time prior to the completion of services to be performed hereunder, suspend or terminate this Contract with or without cause upon thirty days prior written notice to the other party.

6. In the event this Contract is terminated prior to its completion, Independent Contractor shall deliver to the Agency all work products and documents which have been prepared by the Independent Contractor in the course of providing services under this Contract. Upon receipt and acceptance of the materials as

SAMPLE

defined in the contract, payment will be remitted to the Independent Contractor. All such materials shall become, and remain the property of, the Agency, to be used in such manner and for such purpose as it may choose.

G. Indemnification/Responsibility for Claims

The Independent Contractor agrees to indemnify, and shall hold harmless, the State of Ohio, the Agency, including without limitation, its employees, appointed officials, agents, and the Agency Governing Board, from any and all claims for injuries or damages arising from this Contract which are attributable to the Independent Contractor's own negligent actions or omissions, or those of its trustees, officers, employees, subcontractors, suppliers, and third parties directly under the Independent Contractor's control who are utilized by the Independent Contractor acting under this Contract. Such claims shall include 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. Notwithstanding the foregoing, Independent Contractor shall indemnify and hold harmless the Agency and the State of Ohio for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the Agency to do so.

H. Compliance with Law

The Independent Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. The Independent Contractor and its employees are not employees of the Agency or the State of Ohio with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. The Independent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Independent Contractor in the performance of the work authorized by this Contract for Professional Services. The Independent Contractor shall be solely responsible for all fees, fines, penalties, and interest arising out of or in connection with any and all taxes and similar obligations as a result of this Contract. The Agency shall not be liable for any taxes under this Contract for Professional Services.

I. Limitation of Liability

Except with respect to personal injury or property damage, each party's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Independent Contractor under the Terms and Conditions of Payment or the amount of direct damages incurred by the Independent Contractor, whichever is less.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, EACH PARTY SHALL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.

J. Change or Modifications

The Contract for Professional Services is incorporated herein by reference, and with this Exhibit B, Independent Contractor Acknowledgement Form and Standard Affirmation and Disclosure Form constitutes the entire agreement between the parties, and any changes or modifications to the agreement shall be made and agreed to in writing.

K. Assignment

Neither this Contract for Professional Services nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

L. Construction

This Contract for Professional Services shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the state of Ohio.

M. Certification of Compliance with Ohio Ethics Law Requirements for Noncompetitive Bid Agreements:

1. The Independent Contractor by signature on this Contract for Professional Services certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Sections 102.03 and 102.04 of the Revised Code. For more information please refer to: http://www.ethics.ohio.gov/OhioEthicsLaw.html

N. Drug-Free Workplace

The Independent Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

O. Record Keeping Requirements:

1. The Independent Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.

2. During the period covered by this Contract for Professional Services and until the expiration of three (3) years after final payment under this Contract for Professional Services, the Independent Contractor agrees to provide the Agency, its duly authorized representatives or any person, agency or instrumentality

SAMPLE

providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Independent Contractor involving transactions related to this Contract for Professional Services.

P. Campaign Contributions

The Independent Contractor hereby certifies that, as applicable to the Independent Contractor, all personal and business associates are in compliance with Ohio Revised Code 3517.13 Divisions (I) or (J) regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. For more information please refer to http://codes.ohio.gov/orc/3517.13.

Q. Sweatshop Free

The Independent Contractor shall comply with Executive Order 2008-29S, Sweatshop-Free. This Executive Order states in part "…Manufacturers and suppliers must provide work environments for their workers that adhere to all applicable laws." In signing this contract, the Independent Contractor certifies that all products or services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. To access the executed Executive Order, please visit: http://www.governor.ohio.gov/LinkClick.aspx?fileticket=wl6ykKBiEVg%3d&tabid=1493.

R. Controlling Law

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Independent Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

II. TERMS AND CONDITIONS OF PAYMENT

A. The invoices that are provided to the Agency by the Independent Contractor shall indicate: The Contractor name, remit to address, contract number, purchase order number, invoice number, work performed, applicable deliverable(s), date(s) work was performed, name and title of the person who performed the work, number of hours worked, hourly rate of the person who performed the work, total amount to of the invoice, and the remaining balance on the contract. The Independent Contractor is permitted to allocate the hours assigned to each deliverable above in a manner that allows them to achieve the highest efficiency possible, provided that the work performed does not exceed the total hours agreed to by the Agency.

B. The Independent Contractor is required to submit all invoices to the Agency along with a copy of a monthly work status report. An invoice is not proper if it contains a defect or impropriety. The Agency shall notify the Independent Contractor within fifteen (15) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety. Invoices shall be sent to:

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Robin Tedrick
Records Management Coordinator
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215

C. Section 126.30 of the Ohio Revised Code is applicable to this Contract for Professional Services and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

D. Unless expressly provided for elsewhere in this Contract for Professional Services, the Independent Contractor shall be responsible for and assume all office and business expenses, including but not limited to insurance, that are incurred as a result of the performance of this Contract for Professional Services.

E. The Independent Contractor must complete a W-9 form in its entirety. At least one original W-9 form must be submitted prior to the effective date of this Contract for Professional Services.

F. The Independent Contractor agrees to comply with all applicable federal, state and local laws. Ohio Revised Code 9.24 prohibits any state agency from awarding a contract for services to any person against whom the Auditor of State has issued a finding of recovery, if that finding is unresolved. In signing this contract, the Independent Contractor certifies that all products or services offered are in compliance with Ohio Revised Code 9.24 and does not have an unresolved finding for recovery from the Auditor of State.

G. It is expressly understood by the parties that none of the rights, duties and obligations described in this Contract for Professional Services shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to the certification of balance statement in all contracts Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

H. It is mutually understood by the parties that this Contract for Professional Services shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations as required by Section 126.07 of the Ohio Re

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