

Request for Proposal (RFP)



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

Installation, Training and Service for Document Management & Case Management Systems

RFP Number: 2015-12
Issued: April 13, 2015

**REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

Organization. This Request for Proposal is organized into five parts as listed below:

	<u>Page</u>
<i>Part 1: Executive Summary</i>	3
<i>Part 2: General Instructions</i>	4
<i>Part 3: Scope of Work and Deliverables</i>	7
<i>Part 4: Proposal Requirements</i>	9
<i>Part 5: Evaluation of Proposals</i>	11
 Attachments:	
Attachment A – Affirmation and Disclosure Form Executive Order 2011-12K	
Attachment B – Exhibit A of OCC’s Contract Standard Terms and Conditions	
Attachment C – Cost Summary	

PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Proposal (“RFP”) issued by the Office of the Ohio Consumers’ Counsel (“OCC”) to solicit proposals from Offerors to provide OCC with document management and case management systems/software including installation, training, and maintenance services, between OCC and the selected Offeror. Currently, OCC’s Document System is OnBase (Hyland Software) running on a windows 2000 server, connected to a SAN. All proposals received must be able to complete all aspects of the Scope and Deliverables (see Part Three, Page 7 of this RFP).

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:	April 13, 2015
Inquiry Period Begins:	April 13, 2015
Inquiry Period Ends:	April 20, 2015
Proposal Due Date/Time:	April 24, 2015 2:00 p.m.
Demonstration Date:	April TBD, 2015

Estimated Dates

Contract Award:	May 1, 2015
-----------------	-------------

Contract End Date

June 30, 2015*

*The term of the awarded contract is from the date the contract is signed by all parties through June 30, 2015, with one optional one-year renewal, which may extend the contract through June 30, 2016.

If the Offeror awarded a contract under this RFP has total contracts or anticipated expenditures during the current state fiscal year exceeding \$50,000, the OCC will decide whether or not it will seek approval from the State of Ohio Controlling Board for the use of funds for the contract under this RFP. If a contract under this RFP or anticipated expenditures during the current state fiscal year exceed \$50,000 Ohio Controlling Board approval is required. However, OCC decides whether to seek approval from the Controlling Board, the timing of that approval is dependent on the dates for submission to the Controlling Board and the scheduled meeting of the Controlling Board.

Contact. The following individual will represent the OCC as the primary contact for matters relating to the administration of this RFP and any subsequent contract. All questions must be submitted by using the State of Ohio Procurement website in which this RFP (OCC2015-12) is located at <http://procure.ohio.gov/proc/index.asp>.

Robin Tedrick

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

Proposal Submission. Proposals are to be mailed or delivered to: Robin Tedrick, Office of the Ohio Consumers' Counsel, 10 W. Broad Street, Suite 1800, Columbus, Ohio 43215-3485. Each proposal

RFP 2015-12

package should consist of one original document and six copies. The deadline to submit proposals for this RFP is **April 24, 2015 @ 2:00 p.m.**

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

Each prospective Offeror must carefully review the requirements of this RFP and the contents of its proposal. All prospective Offerors are on notice that the OCC will not be liable for any costs incurred by any prospective Offeror in responding to this RFP, regardless of whether the OCC awards the contract through this process, decides not to go forward with the work, cancels this RFP for any reason, or contracts for the work through some other process or by issuing another RFP.

By submitting a proposal, the prospective Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The prospective Offeror also agrees that the contract will be the complete and exclusive statement of the agreement between the OCC and the Offeror and will supersede all communications between the parties regarding the contract's subject matter.

The OCC may reject any proposal if the prospective Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the prospective Offeror's 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 to accept. Further, the OCC may decide not to do business with any of the prospective Offerors responding to this RFP.

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. The OCC will have the right to use any materials or ideas submitted in any proposal without compensation to the prospective Offeror.

There are various document management and case management systems/software packages (and pricing) that may be compatible with and meet the needs of OCC. ***Offerors who wish to provide the agency with multiple system/software options, may submit multiple proposals.*** For example, the Independent Contractor may propose/recommend software A for case management and software B for document management. It may also propose/recommend software C for case management and software B for document management. These two options should be submitted as separate proposals by the Offeror.

Regardless of the system/software recommended, proposals should provide detail on any differentiating aspects of staff experience, service (e.g., whether in-person or remote), support, response time and initial/on-going training, to be provided by the Offeror.

After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgement in conducting a comparative assessment of the proposals in accordance with the evaluation criteria as stated below.

Evaluations will be based on:

RFP 2015-12

- Demonstration of document management system/software and case management system software features (***Offerors will be required to meet with the OCC evaluators to provide and interactive demonstration of the software***);
- System/software features and functionality;
- Detail of, installation plan, maintenance and service options,
- Costs;
- Document (existing OCC documents) conversion plan;
- Anticipated timeliness and ease of installation, service and maintenance;
- Details of training plan for OCC personnel;
- Compliance with security requirements and relevant regulations;
- Clarity and thoroughness of response;
- Other distinctive capabilities and history of success, particularly with government agencies;
- Financial strength (Copies of business licenses, professional certifications or other credentials, together with evidence that the Offeror, if a corporation, is in good standing and qualified to conduct business in Ohio);
- References.

Waiver of Defects. The OCC has the right to waive any defects in any proposal or in the submission process followed by a prospective 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 prospective Offerors.

Amendments to Proposals. 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 made available to all prospective Offerors through the State of Ohio Procurement Website (<http://procure.ohio.gov/proc/index.asp>). When the OCC makes amendments to the RFP after proposals have been submitted, the OCC will permit prospective Offerors to withdraw or modify their proposals.

Contract. If this RFP results in a contract award, the contract will include by reference this RFP, written amendments to this RFP, the prospective Offeror's proposal, and written, authorized amendments to the Offeror's proposal. It will also include any purchase orders and change orders issued under the Contract.

In addition, the prospective 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART THREE: SCOPE OF WORK AND DELIVERABLES

This section describes the scope of work and deliverables for 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. The selected Offeror shall provide OCC with document management and case management systems for approximately 50 OCC users. The Offeror will be responsible for system configuration, installation, maintenance, and user and IT staff training. The Offeror will also be responsible for conversion and migration of existing OCC documents to the selected document management system. OCC will provide for project implementation, all system required hardware, storage, and operating system(s). This project will be completed by the Offeror in two phases as follows:

Deliverable I: Document Management System/Software (DMS):

The Offeror will be required to:

1. Configuration and installation of document management system/software. Develop and provide software/system documentation and training for OCC users and IT staff.
2. Migrate current documents stored on agency network to the new DMS. Migrate the current document management system (DMS) data to the new DMS platform. The current DMS is Hyland Software's OnBase. (Approximately 63GB)
3. Complete a mass document import process (DIP) will need to be performed to migrate data from a file share. This includes 55.6 GB, 54K files in 8K folders. All files and folders reside under one parent directory. The directory structure is then broken into individual cases.
4. Provide system maintenance and support for 1 year from DMS implementation date.

Deliverable II: Case Management System/Software:

The Offeror will be required to

1. Provide, configure (including calendar, document, docketing, email and matter management based on agency case specific timelines: PUCO, SCO, FERC, FCC.) and install case management software/system on OCC systems.
2. Configure case management system/software with new DMS.
3. Develop and provide software/system documentation and training for OCC users and IT staff.
4. Provide system maintenance and support for 1 year from case management system implementation date.

RFP 2015-12

The Scope of Work and deliverables detailed above will be completed in a manner that integrates and is compatible with existing systems including the current email, calendar systems and related components information as follows:

1. All software installed by the Offeror must be configured to properly network with the OCC's existing hardware and software applications. A majority of OCC desktops currently are HP EliteDesk 800 G1 computers running Windows 7 64-bit, with 8GB RAM and 465 GB hard drives.
2. All software installed by the Offeror must be configured to support the major software packages include but are not limited to:
 - Microsoft Windows 7 64-bit
 - Microsoft Exchange (Hosted off site)
 - Apple OS X
 - Microsoft Office 2010 Suite (32-bit) (including Outlook 2010)
 - Adobe Acrobat
 - Internet Explorer
 - Firefox
 - Java-based applications (Kronos and Oracle)
 - Novell
 - Zenworks11 sp3

OCC uses Microsoft Exchange as one of its email platforms. All software must be fully compatible with Microsoft Exchange as well as the suite of Microsoft Office products. OCC makes extensive use of VMware vSphere (ESX/ESXi) for its hosting environment.

3. End Users primarily access the OCC network from the OCC main office. Users at the OCC main office will access the Document Management System (DMS) using a server located on OCC's premises. Users at other location will connect to the OCC network through a VPN.
4. After the initial demonstration and installation period, Contractor's administrative access to OCC systems is subject to revocation.
5. OCC remains current on operating system and application patching. All applications must provide timely patches for security vulnerabilities.

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 prospective Offeror's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive proposal. The prospective 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 Profile**, or in **Personnel Profile Summaries** (#3 of Proposal Requirements), 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, Offerors are encouraged to provide detail on relevant work in Ohio.

The profile must also include the prospective 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 believes would be useful during the proposal evaluation process.

2. **Work Plan.** The prospective Offeror must fully describe its approach, methods, specific work steps and recommended software for doing the work and producing the **Scope of 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. 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's staff 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.** Each prospective 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.

- 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 may 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. The prospective 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 Offeror and affirms that both the Offeror 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>.
7. Offeror shall 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 OCC. The Internet link to the form is: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. The form must be signed and dated.
8. Offeror shall 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

Evaluation of Proposals. Generally, 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.
3. Request for More Information (Interviews, Presentations, and Demonstrations).
4. 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 considered unless the prospective Offeror has received prior OCC approval for a late proposal for good cause shown.

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.

Clarifications: During the evaluation process, clarifications may be requested from any prospective Offeror under active consideration and the clarification may give any prospective 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 prospective Offeror and the clarification is in the best interest of the OCC.

Contract Award. The OCC plans to tentatively award a Contract for this work on **April 30, 2015**. The OCC reserves the right to change the contract award date if it becomes necessary. 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 at the lowest or most competitive cost.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

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

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

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)

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 may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT B

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, the OCC 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 OCC.
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 OCC shall not hire, supervise or pay any assistants to the Independent Contractor in its performance under this Contract for Professional Services. The OCC 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 OCC 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>

5. The OCC 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 OCC 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 OCC 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 OCC, subject to the OCC'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 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 the OCC
8. The Independent Contractor shall complete and return to OCC, the attached Ohio Public Employees Retirement System (OPERS) Independent Contractor Acknowledgement form ("PEDACKN"). This acknowledgement form states that no contributions will be remitted to OPERS for the personal services you provide to OCC as an Independent Contractor. For more information about OPERS, please visit: <https://www.opers.org/>.

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 OCC 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. 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 OCC 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, 2015**. *This contract may be renewed by addendum to extend the contract as 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 OCC'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 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 OCC 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

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 OCC, 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 OCC 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 OCC, 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 OCC 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 OCC. The OCC 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 OCC in which services have not been rendered by the Independent Contractor shall be returned to the State.

5. OCC 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 OCC 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 defined in the contract, payment will be remitted to the Independent Contractor. All such materials shall become, and remain the property of, the OCC, 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 OCC, including without limitation, its employees, appointed officials, agents, and the OCC 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 OCC 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 OCC 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 OCC 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 OCC 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.

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 A, 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 OCC, its duly authorized representatives or any person, agency or instrumentality 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=w16ykKBiEVg%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 are to be submitted monthly following work performed.** Invoices provided to OCC by the Independent Contractor shall indicate: The vendor/provider name and address, 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 be paid, the remaining balance for the deliverable, and the contract, *purchase order and invoice numbers*. 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 OCC.
- B. The Independent Contractor is required to submit all invoices to the OCC along with a copy of a monthly work status report. An invoice is not proper if it contains a defect or impropriety. The OCC 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:
- 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 Revised Code.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

COST SUMMARY

PHASE I DOCUMENT MANAGEMENT SYSTEM

Company Name: _____

SCOPE OF WORK

List all software proposed and break down line-item costs. Include version or model number where possible. Please add rows as needed. Please define your modules according to functional categories, such as:

- Document Management
- Report-writing software

Software Application & Description	Units of Measure	Units	Cost Per Unit	Total Cost
Software License Subtotal				

INTERFACE COSTS

Identify your cost to build interfaces required by this project as identified in the Section 3 of the RFP - Scope and Deliverables. Please state your assumptions.

INTERFACE	Programming Hours	Cost Per Hour	Total Cost	Assumption
Interface Subtotal				

DATA CONVERSION COSTS

Please identify your costs to convert data identified in Section 3 - Scope and Deliverable section of this RFP: Data Conversion - System Tables and Fields. Identify your assumptions.

DATA CONVERSION	Programming Hours	Cost Per Hour	Total Cost	Assumption
Data Conv. Subtotal				

PHASE I DOCUMENT MANAGEMENT SYSTEM

Company Name: _____

TRAINING COSTS

Please identify your costs for training (itemized by course).

Training	Hours	Cost Per Hour	Total Cost	Assumption
Training Subtotal				

OTHER IMPLEMENTATION COSTS

Please identify costs to implement your software not already covered in the sections above. Revise the contents of the table to match your implementation roles, but be sure to include the details behind your calculations.

Annual & Recurring Software Costs	Hours	Cost Per Hour	Total Cost
Other			
Other Implementation Subtotal			

SUMMARY PROJECT LABOR COSTS

Activity & Description *as applicable

Activity & Description *as applicable	Labor Hours	Cost Per Hour	Total Cost
INITIAL SOFTWARE LICENSE/COSTS			
INTERFACE COSTS			
DATA CONVERSION COSTS			
TRAINING COSTS			
OTHER IMPLEMENTATION COSTS			
Annual Recurring			
Subtotal			\$

PHASE II CASE MANAGEMENT

Company Name: _____

INITIAL SOFTWARE LICENSE/COSTS

List all software proposed and break down line-item costs. Include version or model number where possible. Please add rows as needed. Please define your modules according to functional categories, such as:

- Case Management Software (by module)
- Report-writing software

Software Application & Description	Units of Measure	Units	Cost Per Unit	Total Cost
Software License Subtotal				

INTERFACE COSTS

Identify your cost to build interfaces required by this project as identified in the Section 3 of the RFP - Scope and Deliverables. Please state your assumptions.

INTERFACE	Programming Hours	Cost Per Hour	Total Cost	Assumption
Interface Subtotal				

DATA CONVERSION COSTS

Please identify your costs to convert data identified in Section 3 - Scope and Deliverable section of this RFP: Data Conversion - System Tables and Fields. Identify your assumptions.

DATA CONVERSION	Programming Hours	Cost Per Hour	Total Cost	Assumption
Data Conv. Subtotal				

PHASE II CASE MANAGEMENT

Company Name: _____

TRAINING COSTS

Please identify your costs for training (itemized by course).

Training	Hours	Cost Per Hour	Total Cost	Assumption
Training				
Training				
Training Subtotal				

OTHER IMPLEMENTATION COSTS

Please identify costs to implement your software not already covered in the sections above. Revise the contents of the table to match your implementation roles, but be sure to include the details behind your calculations.

	Hours	Cost Per Hour	Total Cost
Annual & Recurring Software Costs			
Other			
Other Implementation Subtotal			

SUMMARY PROJECT LABOR COSTS

Activity & Description *as applicable

Activity & Description *as applicable	Labor Hours	Cost Per Hour	Total Cost
INITIAL SOFTWARE LICENSE/COSTS			
INTERFACE COSTS			
DATA CONVERSION COSTS			
TRAINING COSTS			
OTHER IMPLEMENTATION COSTS			
Annual Recurring			
Subtotal			\$