

**Request for Proposal (RFP)
MBE ONLY**



**RFP Number: 2016-18
Re-Issued: September 29, 2015**

**The Office of the Ohio Consumers' Counsel (OCC)
is requesting Proposals for:**

Website Redesign

Inquiry Period Begins: September 29, 2015

Inquiry Period Ends: October 7, 2015, 8:00 A.M. EST

Proposal Due & Opening Date: October 14, 2015

Opening Time: 2:00 P.M. EST

**Opening Location: The Office of the Ohio Consumers' Counsel
10 West Broad Street, 18th Floor
Columbus, Ohio 43215-3485**

Attention: Robin Tedrick

**This Request for Proposal (RFP) consists of six (6) Parts and four (4) Attachments.
Please verify that you have a complete set.**

TABLE OF CONTENTS

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

	<u>Section Number</u>	<u>Page Number</u>
Part 1:	Executive Summary	1.0 3
Part 2:	General Instructions	2.0 4
Part 3:	Scope of Work and Deliverables	3.0 7
Part 4:	Proposal Requirements	4.0 9
Part 5:	Evaluation of Proposals	5.0 12
Part 6:	Contract Award	6.0 16

- Attachment 1: Affirmation and Disclosure Form Executive Order 2011-12K
- Attachment 2: Offeror Profile Summary
- Attachment 3: Cost Summary
- Attachment 4: Personal Service Contract

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART ONE: EXECUTIVE SUMMARY

1.0 Purpose. This is a Request for Proposal (“RFP”) issued by the Office of the Ohio Consumers’ Counsel (“OCC” or “the Agency”) to solicit Proposals from Offerors to redesign the Agency’s website so that residential utility consumers are able to locate, utilize and share information. The redesign should also allow for easy maintenance and modification by the Agency. Offeror is to also redesign the content management system where needed.

The Agency website, OCC.ohio.gov, was last updated in 2012. That update involved converting the website to a web Content Management System.

Background. Established in 1976 and approaching its 40th anniversary, the Agency provides services for Ohio consumers that includes legal advocacy on the affordability and quality of their utility services. The Agency also provides education for consumers regarding their utility services, including educating consumers regarding competitive choices for energy.

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

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

Firm Dates

RFP Re-Issued: **September 29, 2015**
Inquiry Period Ends: **October 7, 2015; 8:00 A.M. EST**
Proposal Due Date/Time: **October 14, 2015, 2:00 P.M. EST**

Estimated Dates

Contract Award: **On or before November 12, 2015**
Site Launch Date: **January 29, 2016**

The term of this contract is from 11/12/2015 to 6/30/2016.

The total budget for this RFP shall not exceed \$48,500.00.

- 2.1 Contacts.** The following individual will represent the Agency as the primary contact for matters relating to the RFP and during the contract negotiation/award process and subsequent invoicing.

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

From the RFP release date until a contract has been fully executed, Offerors are prohibited from communicating with the Agency staff, other than the Agency representative listed above.

- 2.2 Inquiries/Clarifications.** 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:

- A. Access the State Procurement web site at <http://www.ohio.gov/procure>;
- B. From the Navigation Bar on the left, select "Find it Fast";
- C. Select "Doc/Proposal/Schedule #" as the Type;
- D. Enter the RFP Number found on Page 1 of the document (OCC 2016-18 MBE);
- E. Click the "Find It Fast" button;
- F. On the document information page, click the "Submit Inquiry" button;
- G. On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective Offeror's representative who is responsible for the inquiry,
 - Name of the prospective Offeror,
 - Representative's business phone number, and
 - Representative's e-mail address;
- H. Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- I. 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. 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 using the following process:

- A. Access the State Procurement web site at <http://www.ohio.gov/procure>;
- B. From the Navigation Bar on the left, select "Find it Fast";
- C. Select "Doc/Proposal/Schedule #" as the Type;
- D. Enter the RFP Number found on Page 1 of the document (OCC 2016-18 MBE);
- E. Click the "Find It Fast" button;
- F. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received on the close of business on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Offeror, and prospective Offeror's representative who should receive the response, including the representative's business telephone and fax numbers.

Offerors who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with the Agency staff (other than the Agency Contact) or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

- 2.3 Proposal Submission.** Each Offeror must submit **one (1) original completed and signed in blue ink**, and four (4) copies for a total of five (5) hard copies of the Proposal and one (1) electronic copy on a CD or flash drive in Microsoft Word compatible or PDF format. **The Proposals must be sealed with the outside of the envelope(s) clearly marked with the following label:**

RFP # 2016-18 – MBE ONLY - OCC Website Redesign

Proposals are to be mailed or hand delivered to: Robin Tedrick, Office of the Ohio Consumers' Counsel, 10 W. Broad Street, Suite 1800, Columbus, Ohio 43215-3485. The deadline to submit proposals for this RFP is **October 14, 2015, 2:00 P.M. EST.**

The Agency 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 Agency will not be liable for any costs incurred by any prospective Offeror in responding to this RFP, regardless of whether the Agency 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 Agency and the Offeror and will supersede all communications between the parties regarding the contract's subject matter.

The Agency 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 Agency may reject any proposal that is not in the best interest of the Agency to accept. Further, the Agency 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 Agency. Proprietary information should not be included in a proposal or supporting materials because all proposals will be treated as a public record and the Agency will have the

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

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

2.5 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 Agency.

2.6 Amendments to the RFP. To ensure that no Offeror is provided advantage over another; all requirements are specified in this RFP. Any changes to the requirements will be posted as an addendum to the RFP on the Ohio Department of Administrative Services Office, Procurement Services website, <http://procure.ohio.gov/proc/viewWhatsNewSolicitations.asp>. Offerors are solely responsible for monitoring the website and adhering to RFP addendums.

If the Agency makes amendments to the RFP after Proposals have been submitted, the Agency will permit prospective Offerors to withdraw or modify their Proposals.

2.7 Proposal Instructions. The Offeror must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any. The Agency wants clear and concise Proposals. Potential Offerors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Proposal's contents and formatting are contained in Part Four of this RFP.

2.8 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.

The Agency will not reimburse travel or other related expenses incurred by the Offeror for any reason.

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.

PART THREE: SCOPE OF WORK AND DELIVERABLES

3.0 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.

3.1 Scope of Work.

A. The Independent Contractor will collaborate with the OCC to redesign OCC’s website in order to refresh the “look and feel” of the website, while making the website easier to navigate for all users.

B. In addition to designing a user-friendly site with an intuitive interface, the candidate must also develop a web-based, database-driven administration tool that allows key Agency personnel to easily update content without directly accessing source code.

The scope of this contract is laid out in three Deliverables below. The due dates for deliverables are as follows:

- Deliverable 1, January 29, 2016;
- Deliverable 2, 21 days after Deliverable 1;
- Deliverable 3 must be provided for 90 days after Deliverable 1.

3.2 Deliverable 1.

The Independent Contractor will redesign – and launch for public use – the current OCC website in appearance and capabilities. The redesigned website must include the features (identified below) as hosted on a server utilizing Drupal version 6+ (and can include other features).

The redesign will include the following features:

- A. The Agency calendar with links to activity related pages or announcements;
- B. Media or Newsroom Section;
- C. User accessibility in compliance with the State of Ohio standards;
- D. Automated process for adding or editing pages on the CMS;
- E. Slideshow capability and other features for presenting multiple items of information within the same page space;
- F. Tag display customization capability;
- G. Easy to maintain using Drupal as the content management system. (As noted earlier, if you suggest an alternative, please make a convincing case part of your proposal);
- H. Intuitive navigation;
- I. Visually pleasing;
- J. Informative;
- K. Concise, consistent messaging/branding/themes;

- L. Robust tagging/taxonomy across content;
- M. Optimized for all search engines;
- N. Safe and secure;
- O. Provide migration strategy such as use of redirects from old site pages to new so as not to lose Google and other search engine rankings;
- P. Continue use of Google Analytics to track all page traffic;
- Q. Provide any necessary software and licenses to maintain site internally as decided by the Agency;
- S. Propose an ongoing maintenance schedule and offer support to resolve any issues arising later from the original development;
- T. The website should be able to:
 - 1. Accept sign-ups for Agency's newsletters (continue use of current system) and other systems;
 - 2. Include content and calendar features that have automated post/removal dates;
 - 3. Integrate with all of the Agency's social media network and content-sharing sites, including but not limited to Twitter, YouTube, and other mainstream social media tools that might be used in the near future;
 - 4. Include email, "print this page" functionality on each page;
 - 5. Have the capability for online forms that the Agency has developed and may develop ad hoc;
 - 6. Provide or incorporate a blog in Drupal or an external tool with the capability to accept comments. (We would like this feature turned OFF to start).
- U. Site Specifications: Successful candidate must account for all of these requirements.
 - 1. Site must be compatible with all major current browsers.
 - 2. Website must not require plug-ins as a default.
 - 3. Website must include "responsive site" – mobile, tablet, desktop, etc.
 - 4. Meets ADA Requirements – The site should be developed to meet all federally mandated access requirements adopted by the Federal Access Board under section 508 subsection 1194.22 of the Rehabilitation Act.
 - 5. Site must be built in accordance with the Web Content Accessibility Guidelines, provided by the W3C and should also be easily accessible to the novice as well as the experienced Internet user.
- S. Testing: Testing of site on all applicable platforms to ensure website works as expected. The Offeror will explain testing plan through development process. The Offeror will fully test and guarantee all website functions to ensure workability. The Agency will conduct "in-house" focus groups throughout the development process, including one pre-development, one pre-soft launch, and one post-soft launch. The Offeror will allow the Agency 30 days to test all new functions on a beta server. If needed by the Agency, any changes or adjustments are to be made by the Offeror.
- T. The final determination of the features to be addressed will be made by the Agency after a meeting with the Offeror to review feature options.

- U. The Offeror will provide the Agency with documentation regarding all upgrades and or changes.
- V. The Offeror will install and provide support/training to the Agency staff to enable them to install all upgrades and/or needed changes going forward after this project. The Offeror will also provide training to enable the Agency staff to manage/update/modify the website.
- W. All design, content, coding, graphics, software, architecture and other results of the RFP and contract (if a contract is entered) will become the sole property of the Ohio Consumers' Counsel. Custom code developed in Drupal may be shared by the Agency with the Drupal community for the purpose of improving Drupal.
- X. The Design deliverables include website information architecture, implementing graphic design, navigation, and home page and main navigation templates for each of the main navigation links (sub-pages). Design work will also be needed for updating other online presence to match the new website (Twitter background, email template, etc.). The Agency's in-house Public Affairs department will create/provide all of the site copy and provide original and stock photography.

3.3 Deliverable 2:

The Offeror will provide all licenses to the Agency within 21 days of the completion of Deliverable 1 . After licenses have been transferred to the agency – and completion of Deliverables 1 and 2- the Contractor will be eligible for payment of 80 percent of the total project cost.

3.4 Deliverable 3:

Support and Maintenance:

The Offeror will provide “warranty” support at no additional charge to resolve any issues related to the Independent Contractor’s work for 90 days after implementation (“Deliverable 1”). If during those 90 days the website is down or impaired for reasons related to the Independent Contractor’s work on the system, the Offeror will respond within 4 hours to resolve the problem.

3.5 In summary, deliverables of the final contract will include:

A. Design

- a. Project and migration plan
- b. Sitemap of navigation
- c. Visuals layouts for main and sub pages
- d. Mobile integration Plan
- e. Production and Technical Specifications
- f. Search Engine Optimization Plan (or suggestion of vendor if necessary)

B. Production

- a. Graphic production
- b. Backend production using Drupal (or potentially other CMS)
- c. Social Media integration
- d. SSL certificate if needed

C. Soft Launch

- a. Quality Assurance/testing by developer
- b. Internal use and testing by the Agency and select outside agents once all Quality Assurance is completed

D. Hard Launch/Implementation (“Deliverable 1”)

- a. Migration to web servers and open to public
- b. Ongoing Support
- c. Support for issues that arise as part of initial development

E. Proposals that meet the mandatory requirements, as stated above, will be evaluated with the following criteria:

- a. The proposed solution meets the needs and criteria set forth in the RFP, for an audience that includes Ohio utility consumers and others.
- b. Expertise in recommending and communicating appropriate technical and aesthetic solutions as evidenced by the proposal and references.
- c. Prior work demonstrates artistic and innovative, user-friendly interfaces that engage communities and viewers.
- d. Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project.
- e. The proposal is commensurate with the value offered by the candidate.
- f. Capacity to develop and launch the site in the time frame needed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART FOUR: PROPOSAL REQUIREMENTS

4.0 Proposal Format. Each Proposal must be prepared in accordance with the instructions outlined in this section. Proposals must include sufficient data to allow the Agency to verify the total cost of the work and all of the prospective Offeror's claims of meeting the RFP's requirements. The prospective Offeror may include any additional information it believes is relevant. Each Proposal must respond to every request for information in this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response, if a detailed plan has been requested, and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

4.1 Proposal Outline. Proposal must contain the following, in this order and must be typed:

1. Cover Letter
2. Personnel Profile Summaries
3. Standard Affirmation and Disclosure Form. Attachment 1
4. Offeror Profile Summary, Attachment 2
5. Scope of Work and Deliverables
6. References
7. Cost Summary, Attachment 3
8. Completed W-9 IRS Form
9. Unresolved Finding for Recovery
10. Campaign Contribution

4.1-1 Cover Letter. The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. The letter must also include the following:

- A. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- B. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;

- C. Your company's 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.
- D. A list of all subcontractors, if any, that the Offeror will use to provide services;
- E. A statement that the Offeror's Proposal meets all the requirements of this RFP and,
- F. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying the Agency of such finding.

4.1-2 Personnel Profile Summaries. Each Proposal must include a profile and/or resume that demonstrates the competency of the Offeror by submitting the following information:

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

4.1-3 Completed and Signed Standard Affirmation and Disclosure form Attachment One. 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>.

4.1-4 Offeror Profile Summary Attachment Two. Using the form provided in Attachment Two, the Offeror must provide a two (2) year history of all contracts, for which the Offeror is providing, or has provided, under any previous corporate name or identity, services similar to those requested in this RFP. Attachment Two may be reproduced as needed.

The evaluation team will consider an Offeror's years of experience in providing services similar to those in this RFP, as a scored criteria in the evaluation process as set forth in Part Five of this RFP.

4.1-5 Scope of Work and Deliverables. The prospective Offeror must fully describe its approach, methodologies, and specific work steps for doing the work and producing the Work Requirements and Deliverables set forth in Part Three of this RFP. The Agency encourages responses that demonstrate a thorough understanding of the nature of the work and what the Offeror must do to successfully complete the project. The Agency 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.**

The Offeror must identify and discuss any potential problem area and recommend solutions.

4.1-6 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 two (2) years.

Note: It is within the discretion of the Agency to decide if it is necessary to contact the references. Each reference must be willing to discuss the prospective Offeror's performance with an Agency representative.

4.1-7 Cost Summary Attachment Three. Using the form provided as Attachment Three: Cost Summary Website Redesign. Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal.

The successful Offeror will invoice for services on a monthly basis. Payment will be made within thirty (30) days upon receipt of a proper, correct invoice and documentation of completion of work, in compliance with O.R.C. 126.30.

The invoice shall include the following: contractor name; invoice number; invoice date; purchase order number; remit to address; description of services provided; and amount.

Agency will not be liable for any costs the Offeror does not include in Attachment Three.

The Agency 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.

Offeror may invoice only for actual work performed and documented, thus down payments for future services are not permitted.

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

4.1-8 Completed W-9 IRS Form. Submit an original W-9 form along with your response to this RFP so that, if a contract is awarded, the Agency 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.

4.1-9 Statement Regarding Unresolved Finding for Recovery. 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>.

4.1-10 Campaign Contribution. Submit a statement as part of your response to this RFP, affirming your understanding with ORC 3517.13 Divisions (I) or (J) regarding limitations on political contributions. If awarded a contract in response to this RFP, 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>.

4.1-11 Buy America & Buy Ohio. In accordance with ORC 125.09, 121.71 and OAC 123:5-1-06 Buy America & Buy Ohio; during the evaluation phase of this RFP, the Agency will give preference to companies meeting this condition.

4.1-12 Minority Business Enterprise. In accordance with ORC 125.081, 125.11 and OAC 123:2-15-01 Minority Business Enterprise; this RFP is issued exclusively as an Ohio MBE opportunity.

PART FIVE: EVALUATION OF PROPOSALS

5.0 Evaluation of Proposals.

5.1 Overview of Process. The evaluation process may consist of up to four distinct phases:

1. The Initial Review of all Proposals for defects
2. The Evaluation Phase of the Proposals (a. Technical, b. Cost).
3. Request for More Information (Interviews, Presentations, and Demonstrations).
4. Negotiations (a. Determination, b. Fail to Negotiate).

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

5.1-1 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 Agency approval for a late Proposal for good cause shown.

Rejection of Proposal. The Agency may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the Agency believes is excessive in price or otherwise not in the best interest of the Agency to consider or to accept. In addition, the Agency 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 Agency.

5.1-2a Evaluation Phase of the Technical Proposal. The scale below will be used to rate each proposal on the criteria listed in the technical proposal evaluation table.

Does Not Meet 0 Points	Weak 1 Point	Weak to Meets 2 Points	Meets 3 Points	Meets to Strong 4 Points	Strong 5 Points
-----------------------------------	-------------------------	-----------------------------------	---------------------------	-------------------------------------	----------------------------

The Agency will score the Proposals by multiplying the score received in each category by its assigned weight and adding all the categories together for the Offeror's Total Score. Representative numerical values are defined as follows:

Does Not Meet (0 pts.): Response does not comply substantially with requirements or is not provided.

Weak (1 pt.): Response was poor related to the meeting of the objectives.

Weak to Meets (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

Meets (3 pts.): Response generally meets the objectives.

Meets to Strong (4 pts.): Response indicates the objectives will be exceeded.

Strong (5 pts.): Response significantly exceeds objective in ways that provide tangible benefits or meets objectives and contains at least one enhancing feature that provides significant benefits.

Criterion	Weight	Rating (0-5)	Extended Score
4.1-1 Cover letter.			
4.1-2 Personnel Profile Summaries.			
4.1-3 Standard Affirmation and Disclosure Form, Attachment 1.			
4.1-4 Offeror Profile Summary, Attachment 2.			
4.1-5 Deliverables.			
4.1-6 References.			
4.1-7 Cost Summary, Attachment 3.			
4.1-8 Completed W-9 IRS Form.			
4.1-9 Unresolved Finding for Recovery.			
4.1-10 Campaign Contribution.			
4.1-11 Buy America Buy Ohio Preference			
4.1-12 Ohio Minority Business Enterprise Preference			

Total Technical Score: _____

5.1-2b Evaluation Phase of the Cost Proposal. Cost Proposal points will be calculated using the following method/example:

Cost points = (lowest Offeror’s cost/Offeror’s cost) x Maximum Allowable Cost Points as indicated in the “Scoring Breakdown” table. “Cost” = (the total proposal evaluation cost for FY2016 + technical assistance cost for FY2016, with a maximum of 100 hours maintenance between launch date (January 29, 2016) and end of FY2016 (June 30, 2016) 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 Proposal	Hours	Rate	Cost	Score
1. Designing				
2. Client Interaction				
3. Coding				
4. Writing				
5. Other (please explain)				
Total Cost:				

Total Cost Score: _____

5.3 Presentations and Interviews. The Agency may require the top one (1) to three (3) highest scoring Offerors, but no more than the top three (3), to be interviewed. Such interviews will provide an Offeror with an opportunity to present its previously submitted Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the Agency the opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The interview will be scheduled at the convenience and discretion of the Agency. The interviews will be held at the Agency's office; 10 West Broad Street, 18th floor, Columbus, Ohio 43074.

It is a requirement of this RFP that the Offeror's PROJECT LEAD assigned to this project will attend the interviews.

The Agency will not reimburse travel or other related expenses occurred by the Offeror for interviews.

The maximum score of interviews will be 125 points.

Presentations, Interviews, Demonstrations (If applicable)	Weight	Rating	Maximum Score
1. Overview of the Organization (Offeror)			
2. Overview of project proposal			
3. Demonstration of project understanding			
4. Demonstration of ability to work with agency			
5. Feasibility of project approach as demonstrated			
6. Focus on service/support to consumers			
7. Responsiveness to Agency questions			

Total Presentation Score: _____

5.4-a Determination for 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 evaluation team, nor an Offeror, may disclose to another Offeror a priced Proposal or any other material information derived from competing Proposals. The Offeror as described below will reduce any oral modification of a Proposal to writing.

It is entirely within the discretion of the evaluation team whether to permit negotiations. **An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.** The evaluation team is free to limit negotiations to particular aspects of any Proposal, to limit the potential Offeror(s) with whom the evaluation team wants to negotiate, or to dispense with negotiations entirely. **The evaluation team will normally negotiate to correct deficiencies in the preferred Offeror's Proposal.** If negotiations fail with the preferred Offeror, the evaluation team may negotiate with the next Offeror in ranking. Alternatively, the team may decide that it is in the interests of the Agency to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the Agency to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation team will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five (5) business days. If the evaluation team accepts the

change, the team will give the Offeror written notice of the team's acceptance. The negotiated changes to the successful Proposal will become a part of the Contract.

5.4-b Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, Agency may terminate negotiations with that Offeror.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART SIX: CONTRACT AWARD

6.0 Contract Award. The Agency plans to tentatively award a Contract for this work on **November 12, 2015**. The Agency reserves the right to change the contract award date if it becomes necessary.

The contract will be awarded to the Offeror whose Proposal is responsive and responsible with the highest point total from all evaluation phases, (Technical, Interview, and Cost).

The Contract will not be binding until the Agency's duly authorized representative signs the Contract, the Agency 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.

6.1 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 Agency Service Contract (see Attachment Four). 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 Four 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment One

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 Two
OFFEROR PROFILE SUMMARY
 (Can be duplicated if needed)

OFFEROR: (Insert company name) _____

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Attachment Three
COST SUMMARY
Website Redesign
RFP Number: 2016-18

Offeror: _____

Cost Summary Approved By: _____

The Offeror's total cost for the entire Work must be represented as the firm, fixed prices. All costs for furnishing the services must be included in the Cost Proposal.

The total budget for this RFP shall not exceed \$48,500.00.

Cost Proposal	Hours	Hourly Rate	Cost
1. Designing			
2. Client Interaction			
3. Coding			
4. Writing			
5. Other			
Total Cost:			

Attachment Four
CONTRACT FOR PROFESSIONAL SERVICES

EXAMPLE ONLY

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

Project: This project (overview of good or service).

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 (Vendor) located at (Address) (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): **\$0**

- A. The parties agree that this Contract will not exceed the sum of \$0.00 for (goods or services performed).
- 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:

ESTIMATED BUDGET

<u>Fiscal Year 2016</u>	<u>Rate Up To</u>	<u>Hours</u>	<u>Estimated Cost</u>
Deliverable I	\$0	0	\$0
Deliverable II	\$0	0	\$0
Deliverable III	<u>\$0</u>	<u>0</u>	<u>\$0</u>
<u>TOTAL COSTS (Not to Exceed)</u>		<u>0</u>	<u>\$0</u>

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 contract number, the purchase order number, invoice number, the work performed, the applicable deliverable, name and title of the person who performed the work, the number of hours, the total amount to be paid, the remaining balance for the deliverable and remaining balance on the contract. 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 (Date). However, 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). Work performed after the contract ending date will not be paid. The Independent Contractor will only be compensated for work that is specifically requested by an OCC employee and is performed in accordance with Scope of Work, Deliverables and Duties of the Independent Contractor and the Terms and Conditions for Professional Services (Exhibit A) of this Contract.

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.

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

Scope of Work. RFP (Document number) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

The Contractor's Agency contact person for this Contract is _____ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.

Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.

Approved & Accepted by:

Independent Contractor

Office of the Ohio Consumers' Counsel

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
CONTRACT #

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 timeperiods 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. However, in any event, this Contract

shall expire no later than **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 OCC receives approval of this Contract by the Office of Budget and Management (Division of State Accounting). This Contract for Professional Service (Deliverable 1) must be completed by (*enter date*). Deliverable 2 is due 21 days after Deliverable 1. And Deliverable 3 must be provided for 90 days after Deliverable 1.

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=wl6ykKBiEVq%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.

