

# **AMENDMENT 1 FOR 0A1270**

**DATE AMENDMENT ISSUED:  
June 26, 2020**

The State of Ohio, through the Department of Administrative Services, for the Public Utilities Commission of Ohio (PUCO), is requesting proposals for:

## **PUCO Salesforce Systems Applications RFP**

The attached is an Amendment for the RFP Solicitation listed above. Please use the replacement page(s) contained in the Amendment to replace the corresponding page(s) previously in the RFP Solicitation.

Specifications and requirements that have been revised are surrounded by **\*\*bolded double asterisks\*\*** and, when applicable, ~~strikethrough~~.

In addition, to search for Ohio MBE-Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

- Select “MBE Certified Providers” as the EOD Search Area selection;
- On the subsequent screen, at minimum, select the appropriate Procurement Type, e.g., “Information Technology Service” as a search criterion;
- Select “Search”; and
- A list of Ohio MBE Certified Service Providers will be displayed.

### **\*\*Requirements for Embedded Solicitation**

In seeking solicitations from Ohio certified MBE subcontractors, the Offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Offeror must maintain its proposed percentage with certified MBEs throughout the term of the Contract resulting from this solicitation throughout the term of the Contract, including any renewals.

Offeror’s Proposal must include the Ohio certified MBE Utilization Plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only; (b) attest that a competitive process used for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs responded; and (c) identify proposed portions of the Work to be performed by Ohio certified MBE subcontractors.

### **Reporting**

After award of the RFP, the Contractor must submit a **quarterly** report to the Agency’s designee documenting the work performed by and payments made to the MBE subcontractor. The reports must be filed at a time and in a form prescribed by the Agency’s designee. The Upon request the State may require documentation of the Ohio certified MBE subcontractors’ activities. Compliance with Offeror proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the Offeror being found in breach of contract.\*\*

**Scope of Work.** An overview of the Project scope of work is provided below. The Project’s scope of the work and requirements are provided in greater detail within Supplement 1 to this RFP.

The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment’s description of the Work, the attachment will govern.

The Contractor must work with designated PUCO staff as identified by the PUCO Contract Manager Representative in the development of deliverables for each defined interval for the duration of this Contract. The deliverables will be negotiated prior to the start of each Interval Deliverable Agreement (IDA), in the format attached as Supplement 4 and will be monitored throughout the interval and the life of the Contract.

The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and descriptions provided in the proposal and based on hourly rates quoted in the Cost Summary), PUCO resources and the deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. These documents, entitled Interval Deliverable Agreement (IDA) documents, must be identified and agreed to at least 30 days in advance of the interval start date. An IDA is not effective until the State and Contractor have indicated agreement to the deliverable or work assignments by signing the document.

The IDA specifications, including sub-deliverables and due dates agreed on by the State and the Contractor, will be attached hereto as an IDA and incorporated into the Contract.

Upon award of the Contract, the Contractor must be prepared to provide staff to participate in activities needed to develop the initial IDA.

**Calendar of Events.** The schedule for the RFP process and the Project is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

**Dates:**

Firm Dates

RFP Issued:	June 5, 2020
Inquiry Period Begins:	June 5, 2020
Inquiry Period Ends:	June 22, 2020 at 8:00 AM (Columbus, Ohio local time)
Proposal Due Date:	July 6, 2020 at 1:00 PM (Columbus, Ohio local time)

Estimated Dates

Award Date:	July 14, 2020
Work Begins:	July 2020

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA.

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success.

As a part of the State's and Contractor's development of each IDA, the analysis of the prioritized initiatives, may include, but not be limited to, business rules analysis, working with PUCO business and information technology subject matter experts, and analysis of software code.

The Contractor will be required to provide one or more of the following services in each IDA. The following list of services is not all inclusive; additional services, support or subject matter expertise for PUCO Salesforce Systems Applications may be required and will be determined as part of the IDA process.

1. On-site technical support of PUCO Salesforce Systems Applications batch production (operations).
2. On-site technical support of PUCO Salesforce Systems Applications on-line production (operations).
3. On-site technical resolution of both batch and on-line problems that have been referred from daily operations through the Help Desk or via a written modification request for PUCO Salesforce Systems Applications.
4. On-site technical support of system development for new PUCO Salesforce Systems Applications functions or enhancements to existing PUCO Salesforce Systems Applications functions.
5. On-site technical support of all interfaces with PUCO Salesforce Systems Applications.
6. On-site technical support in the migration control and standard enforcement quality control functions for PUCO Salesforce Systems Applications.
7. On-site documentation and library support for PUCO Salesforce Systems Applications.
8. On-call technical support as needed at all times, in line with the Contractor On-Call policy that are in place at the time the technical support is needed for PUCO Salesforce Systems Applications.
9. On-site production support, 24X7X365 for PUCO Salesforce Systems Applications.
10. Attend meetings with users and customers of PUCO Salesforce Systems Applications.
11. Support the PUCO Salesforce Systems Applications Help Desk.
12. On-site technical support of disaster data recovery of PUCO Salesforce Systems Applications, both simulated and real situations.
13. On-site technical support of all architectural upgrades which include both version and hardware upgrades requiring application software modifications.
14. On-site support in the testing of all PUCO Salesforce Systems Applications. This includes, but is not limited to, unit, system, integration, and User Acceptance testing.
15. Enhancements or modifications to the existing PUCO Salesforce Systems Applications.
16. Development of new functionality for the PUCO Salesforce Systems Applications.

The Contractor must work with designated State staff to develop the deliverables and identify all Work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

Application of this section of the RFP will be specifically addressed in the IDA. The anticipated number of positions identified in Attachment ~~\*\*Eleven\*\*~~ ~~on~~ Cost Summary is a best guess estimate of PUCO Salesforce Systems Applications needs and may change over the life of the Contract using the IDA process.

Each Proposal must contain the following **tabbed sections in the response**:

### Technical Proposal

1. Cover Letter
2. Subcontractor Letters
3. Offeror Certification Form
4. Supplier Registration
5. MBE Certification(s)
6. MBE Subcontractor Plan
7. Offeror Profile
8. Proposed Solution – Supplement 1 Response
9. Supplement 2 Response – State IT Policy, Standard and Service Requirements
10. Supplement 3 Response – State Information Security and Privacy Requirements, State Data Handling Requirements
11. Offeror SLA and SLOs for cloud performance standards
12. Proof of Insurance
13. Payment Address
14. Legal Notice Address
15. W-9 Form
16. Independent Contractor Acknowledgement
17. Affirmation and Disclosure Form
18. Acceptance of Attachment 2: Special Provisions
19. Acceptance of Attachment 4: General Terms and Conditions
20. Work Plan Approach
21. Contingency Plan
22. Escalation Plan
23. Assumptions
24. Support Requirements

### Cost Proposal

25. ~~Microsoft Excel Workbook~~—Attachment ~~\*\*Eleven\*\*~~~~Nine~~ (must be separately sealed, ~~in native Excel format — not PDF~~)~~\*\* \*\*~~

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter must include a brief executive summary of the solution the offeror plans to provide. The letter must also have the following:
  1. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
  2. A list of the people who prepared the Proposal, including their titles;
  3. The complete contact information for a person to answer questions related to the Proposal; and
  4. A statement certifying the Contractor is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.
2. **Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
  1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
  2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;

3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

3. **Offeror Certifications.** The offeror must complete Attachment 6, Offeror Certification Form.
4. **Supplier Registration.** The State of Ohio has changed the way suppliers register to do business with the State of Ohio. To provide suppliers with an enhanced registration experience, a new Website dedicated to new and existing suppliers is now available. To register to do business in Ohio and to access supplier forms, [click here http://www.supplier.obm.ohio.gov/](http://www.supplier.obm.ohio.gov/). Offerors must provide evidence that they are registered with the Ohio Shared Services to do business in the State of Ohio.
5. **MBE Certification.** Any offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of their Ohio MBE Certification.
6. **MBE Subcontractor Plan.** The offeror's proposal must include an Ohio certified MBE subcontractor plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only which must equal, at a minimum, 10% of the cost of the contract; (b) include a description of a competitive process to be used for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs may respond; and (c) identify proposed portions of the Work to be performed by Ohio certified MBE subcontractors.
7. **Offeror Profile.** Each Response must include a description of the offeror capability, capacity, and experience in support of the requirements. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information or relevant experience that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

The offeror must use the Offeror Profile Summary Form(s) (Attachment ~~\*\*Nine\*\*Seven~~) and fill them out completely to provide the required information. All offerors must demonstrate experience to meet each of the applicable mandatory requirement(s) evaluation criteria by including the offeror mandatory requirement form provided in this RFP. Each offeror must meet the applicable mandatory requirement(s) in the RFP. If an offeror does not meet the applicable mandatory requirement(s), the State may reject the offeror's Proposal as non-responsive.

The offeror must also use the Offeror Profile Summary Form(s) (Attachment ~~\*\*Nine\*\*Seven~~) and fill them out completely to provide the required information to demonstrate experience to meet each scored requirement(s) evaluation criteria by including the offeror scored requirement form provided in this RFP.

These forms may be duplicated to provide multiple experiences.

The various sections of the Offeror Profile Summary Forms are described below:

**Experience and Qualifications.**

THE OFFEROR MAY USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE MANDATORY QUALIFICATIONS OR EXPERIENCE.

The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's requirements. For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not

- 11. Offeror SLA and SLOs for cloud performance standards.** The offeror may provide their SLA and SLOs for their cloud performance standards and the State will review and may adjust the SLAs in Supplement One during negotiation prior to Contract award.
- 12. Proof of Insurance.** The offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.
- 13. Payment Address.** The offeror must give the address to which the State should send payments.
- 14. Legal Notice Address.** The offeror must give the name, title, and address to which the State should send legal notices under the Contract.
- 15. W-9 Form.** The offeror must complete a W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- 16. Independent Contractor Acknowledgement Form.** Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at: <https://www.opers.org/forms-archive/PEDACKN.pdf>
- 17. Affirmation and Disclosure Form.** The offeror must complete and sign the Affirmation and Disclosure Form (Attachment ~~Eight~~ Ten) as part of its Proposal.
- 18. Acceptance of Attachment Two – Special Provisions.** Offerors must include the entire content of Attachment Two as a single section in their proposal. The Offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Special Provisions contained in Attachment Two.
- 19. Acceptance of Attachment Four – General Terms and Conditions.** Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.
- 20. Work Plan Approach.** The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan Approach that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan Approach must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:
  - Manage the Work;
  - Guide Work execution;
  - Document planning assumptions and decisions;
  - Facilitate communication among stakeholders; and
  - Define key management review as to content, scope, and schedule.
- 21. Contingency Plan.** The offeror must fully describe its process for tracking successful completion of the deliverables outlined in the IDA. The offeror must also indicate how it will flag any problems foreseen or anticipated in the delivery of services or deliverables. The offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

**Unresolved Finding for Recovery.** If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**Equal Employment Opportunity.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

**Use of MBE and EDGE Suppliers.** The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) suppliers.

**Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

**Prohibition of the Expenditure of Public Funds for Offshore Services.** That no State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Affirmation and Disclosure Form in Attachment ~~Eight~~ **Ten** affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

**Governing Law.** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**Registration with the Secretary of State.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation

3. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<b>Potential Conflicts (by person or entity affected)</b>

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

4. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
5. The offeror certifies that it's regular, fulltime employees will perform at least ~~\*\*40%\*\*~~ **30%** of the Work.
6. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:


The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

7. The offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.
8. If the offeror qualifies as a Veterans Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the offeror certifies that it is a Veterans Friendly Business Enterprise.