

**OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS**

ONLINE LEGAL RESEARCH DATABASE

RFP NUMBER: AGO-LR17

January 13, 2017

Sealed Proposals must be received by:

**Ohio Attorney General's Office
Library
30 East Broad Street, 15th Floor
Columbus, Ohio 43215**

On or before:

February 24, 2017, at 1:00 PM local time

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SECTION 1.0 RFP OVERVIEW

1.1 Purpose

This Request for Proposals (“RFP”) is issued by Ohio Attorney General Mike DeWine’s Office (the “AGO”) to solicit responses from companies (herein referred to as “Respondents”) with the ability to provide online legal research and public records information services for the AGO’s offices and staff.

The Office of the Ohio Attorney General is dedicated to providing high quality legal and investigative services to the State of Ohio, while promoting government transparency and exemplary stewardship of Ohio’s public monies. Therefore, responses to this RFP must reflect:

- 1) The vendor’s ability to provide access to high quality computerized legal, news, and public records information by utilizing the skills, creativity, experience, and knowledge of a company that specializes in online legal information research; and,
- 2) Economies of scale, including savings via product bundling.

1.2 Timetable

RFP Release	January 13, 2017
Deadline to Submit Proposals	February 24, 2017 , by 1:00 PM local time
Contract Period	July 1, 2017, through June 30, 2019

The AGO may, at any time and in its sole discretion, adjust the dates listed above or herein elsewhere. The AGO shall incorporate any schedule changes or other amendments to the RFP according to the process identified in Section 2.2, Communications and Inquiries.

While the RFP dates are subject to change, Respondents must be prepared to meet those dates as stated. **Any failure by a Respondent to meet a deadline set forth herein or to meet the requirements for contract performance may result in the AGO, in its sole discretion, rejecting the Respondent’s Proposal.**

The AGO may at any time, and in its sole discretion, request additional information or presentations to assist it in the review process, reissue the RFP, or reject all proposals received if it determines that such action is in the best interest of the AGO to do so.

SECTION 2.0 SUBMISSIONS AND INQUIRIES

Proposals are sought from organizations with interest and expertise in providing online legal research databases as described herein (herein the "Proposal"). To be considered, Respondents must respond to this RFP according to the requirements set forth herein and clearly demonstrate how they meet those requirements. Ohio-based organizations are encouraged to respond.

2.1 Proposal Submission

One original and six (6) conforming copies of the Proposal must be submitted no later than **February 24, 2017, at 1:00 PM local time**. Proposals shall be delivered to the Ohio Attorney General's Office at:

The AGO Library
30 E. Broad Street, 15th Floor
Columbus, Ohio 43215
Attn: RFP Review Committee
Carol Ottolenghi

Proposals also may be submitted electronically to LegalResearchRFP17@ohioattorneygeneral.gov. They must be received in their entirety no later than **February 24, 2017, at 1:00 PM local time**.

Each Proposal must be signed in blue ink by an individual who is authorized to bind the Respondent to its Proposal. Proposal responses must address all requirements of this RFP.

Proposals must be received at the above listed location by the appointed time to be considered. Proposals that are postmarked on or before **February 24, 2017**, but are not received by the AGO until after 1:00 PM on **February 24, 2017**, shall be considered late and will not be considered. A Respondent that mails its Proposal must allow for adequate mailing time to ensure its timely receipt by the AGO. Respondents must also allow for potential delays due to increased security, inclement weather, or other unforeseen circumstances.

Proposals received after 1:00 PM local time on February 24, 2017, shall be considered late and shall not be accepted or considered. Requests for extensions of the proposal deadline date and time will not be considered nor granted. Late Proposals will remain unopened and will not be returned. Incomplete Proposals will not be accepted or considered and will not be returned. The AGO will reject late responses regardless of the cause for the delay.

It is essential that Respondents carefully review all elements in their Proposals before they are submitted. Once opened, Proposals cannot be altered, except as allowed by this RFP. The AGO may also reject any Proposal that it believes is not in its interest to

accept and may decide not to do business with any of the Respondents responding to this RFP. Moreover, the AGO may decide to cancel this RFP for any reason, reject all Proposals or issue another RFP, if it believes it is in its best interest to do so.

The AGO shall not be liable for any costs incurred by a Respondent in replying to this RFP, regardless of whether the AGO awards any contract through this process, decides to cancel this RFP for any reason, rejects all Proposals, or issues another RFP, if it is in its best interest to do so.

The AGO is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

The AGO prohibits multiple Proposals from a single Respondent. Only the first Proposal submitted by an Applicant will be eligible for consideration.

Misleading, inaccurate, or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process.

2.2 Communication and Inquiries

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

The AGO has established a website at <http://www.ohioattorneygeneral.gov/Business-and-Non-Profits/Business/RFQ.aspx> for Responders to access RFP materials.

Upon release of this RFP, Respondents may submit questions regarding the RFP in writing and via email to LegalResearchRFP17@ohioattorneygeneral.gov with the subject line: "RFP Question." Questions will be accepted until **February 20, 2017**, at 5:00 pm local time. The questions and answers will be promptly posted to the AGO's web site. After February 20, 2017, Respondents may not communicate any further questions regarding the RFP to the AGO.

The AGO reserves the right to clarify or modify the RFP through the issuance of written amendments. Such Amendments may set forth changes, including, but not limited to, modifications, additions to, or deletions of, any of the requirements and specifications set forth in the RFP. Copies of such amendments shall be provided to all parties who have been sent, and/or responded to, the RFP.

Nothing in this RFP or any communication between the AGO and any Respondent shall be deemed to grant any Respondent a contract. Appointment as a consultant shall only become effective upon execution of a written contract and fulfillment of the established procedures of the AGO.

It should be noted that after the contract award all communications with the AGO regarding purchases of additional services shall be directed to the RFP Review Committee contact listed in Section 2.1.

2.3 Public Record Information

The AGO is subject to the requirements of the Ohio Public Records Law, O.R.C. Section 149.43. Accordingly, Respondents must understand that information and other materials submitted in response to this RFP or in connection with any contract resulting from this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

By submitting a Proposal, the Respondent agrees that if, after a request for disclosure, litigation is brought attempting to compel production of the material or to protect the materials from production, Respondent shall be solely responsible, at its sole cost, for any defense, and for establishing the basis for non-disclosure of the information. If an appropriate tribunal determines that the information must be disclosed or fails to protect the information from disclosure, the AGO will release the material and Respondent shall indemnify and hold the AGO harmless and immune from any and all claims for injury or damages arising out of the litigation including, but not limited to, attorneys' fees.

2.4 Trade Secret Information

All Respondents are strongly discouraged from including in a Proposal response any information that the Respondent considers to be a trade secret, as that term is defined in Ohio Revised Code Section 1333.61(D). All information submitted in response to this RFP is public information unless a statutory exception exists that exempts it from public release. If any information in the response is to be treated as a trade secret, the Respondent must:

- Identify each and every occurrence of the information within the response with an asterisk before and after each line containing trade secret information and underline the trade secret information itself.
- Include a page that lists each page in the response that includes trade secret information and the number of occurrences of trade secret information on that page.

To determine what qualifies as trade secret information, refer to the definition of trade secret in O.R.C. Section 1333.61(D), which is reproduced here for reference:

(D) “Trade Secret” means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

- (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

SECTION 3.0 PROPOSAL FORMAT AND REQUIREMENTS

3.1 Proposal Format

Proposals must be double-spaced on 8½-inch by 11-inch paper with one-inch margins, and must include the RFP identification number “AGO-LR17” on each page of the Proposal.

3.2 Proposal Content

Each Respondent shall prepare its Proposal in such a way as to provide a straightforward, concise description of Respondent’s proposed solution and its capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of the Proposal and its content. Costs for developing a Proposal are entirely the responsibility of the Respondent and shall not be passed through or chargeable to the AGO and/or the State of Ohio. Errors or omissions made by the Respondent may cause rejection of the Proposal. Proposals from Respondents must agree to all conditions contained in this RFP and must provide sufficient information to fully establish the Respondent’s ability to satisfy all requirements and perform all of the actions, activities and functions described in this RFP.

The Proposal shall contain at a minimum the following information:

1. An Executive Summary containing the information described in Section 3.4.
2. A Table of Contents.
3. A cover letter containing the information described in Section 3.3.
4. A summary and statement of understanding of the Scope of Work described in Section 4.

5. The structure of Respondent's organization along with the names and resumes of the proposed staff to be assigned to this project.
6. One, and only one, assigned client service representative to communicate with the AGO.
7. A fixed monthly price for all services listed in Section 4.2 Scope of Work, for all AGO offices and staff (approximately 850 users including attorneys, paralegals, librarians, investigators, analysts, etc.).
8. The fixed monthly cost figure should indicate whether it includes free research assistance for AGO staff and how Respondent will implement such assistance.
9. The fixed monthly cost figure should indicate whether it includes the addition, at no extra charge, of new materials and/or services as they become available. Conversely, indicate what discount, if any, would apply for these additional services if they are not included in the scope of the original contract resulting from this RFP.
10. Any additional benefits, price concessions, and/or discounts, if any, that will apply if the Respondent is selected, to existing products or services of Respondent that the AGO already uses. These may include, but are not limited to, discounts on updates to books and databases that the AGO purchases from the Respondent or a parent or subsidiary of Respondent.
11. Documentation necessary to respond to the requirements set forth in Section 3.
12. A well-defined procedure to limit the ability to add, cancel, or change user IDs assigned to AGO Librarians ONLY. Other AGO staff may not receive ID and sign-on help from Respondent for their IDs, requiring such staff to request assistance from the AGO Library staff.

Respondent's Proposal shall not contain any legal terms or conditions which Respondent may suggest or propose. The Proposal is not considered a contract although it may become part of a contract if the Respondent is selected and negotiates and agrees to a contract with the AGO. Pursuant to Section 6.1, Respondent Warranties and Certifications, any contract resulting from this RFP shall be in a form provided by the AGO to the Respondent and negotiated in good faith.

3.3 Cover Letter

A cover letter is required with every Proposal submission. The letter shall be in the form of a standard business letter, on company letterhead, and shall be signed by an individual authorized to legally bind the Respondent. It must contain:

- The name, telephone number, mailing address and email address of a contact

person with authority to answer questions regarding the Proposal and an individual to be notified regarding contractual issues;

- A summary of the Respondent's knowledge, experience and ability to perform the work requested in the RFP;
- An affirmation that the Respondent will provide the products at the cost stated in the Proposal;
- An affirmation that all statements made in the cover letter and Proposal are true and accurate.

3.4 Executive Summary

An Executive Summary is required with every Proposal submission. It must be no longer than three (3) single-sided pages, and in 12-point type. It must be double-spaced on 8½-inch by 11-inch paper with one-inch margins. The Executive Summary should include:

- The total cost of the proposed online legal research services. This should be one (1) number. Please do not break-out the services in an *a la carte* manner;
- A summary of the contents and scopes of databases;
- A summary of the AGO staff training provided;
- Whether additional services outside the scope of the proposal will be available for purchase on an as-needed basis. Please do not detail the costs and services here;
- A list of the "economy-of-scale" discounts and add-ons, if any, that will be provided by the successful vendor. This may include, but is not limited to, discounts on updates to books and databases that the AGO purchases from the vendor's parent company;
- Examples of the discounts and add-ons provided by the Respondent to the AGO during 2016.

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work

All work performed will be in compliance with AGO policies and procedures and using industry standard best practices. The successful Respondent must demonstrate to the AGO's satisfaction that it can meet the objectives of this RFP at a reasonable cost.

The final scope of work may change at the time of selection, and any changes will be incorporated into the Contract.

4.2 Express Recognition by the Respondent that No AGO Research or Work-Product may be Stored in a Vendor-Controlled System

Current AGO security, records retention requirements, and related concerns render outside storage inappropriate for AGO use. Therefore, a Respondent should expressly indicate in its proposal that the Respondent acknowledges and understands that:

- The AGO will not accept a solution in response to this RFP that requires or allows the storage of AGO attorney work-product (data, logs, and/or records) in a vendor-controlled system, sometimes referred to as “folders;”
- Such storage options should not be offered to AGO staff, either individually or in classes;
- Any products, options, or features of Respondent that include such a storage option must include a way for AGO Library staff to disable the storage option.

4.3 Online Legal Databases and other Resources

The Respondent must affirmatively indicate that the following requirements, or substantially comparable materials, are included in the Proposal and shall be provided as required:

A. Legal

1. Fifty (50) State Materials, including Codes, Regulations, Legislative Materials, Cases, AG Opinions, Court Rules and Agency Decisions
2. Federal Materials, including Code, Regulations, Legislative Materials, Cases, Court Rules and Agency Decisions
3. Medical and Science Materials, including Food and Drug
4. Legal Encyclopedias, including American Jurisprudence, Ohio Jurisprudence, Ballentine’s/Black’s law dictionaries, etc.
5. ALR’s
6. Federal Legislative Histories
7. Ethics Opinions
8. Citator Services
9. BNA Materials
10. Ohio Jury Instructions
11. Ohio Practice Materials, including Ohio Civil and Criminal Procedure with Forms, Ohio Appellate Procedure, Ohio Municipal Law, Ohio Township Law, etc.
12. Nichols on Eminent Domain
13. Commerce Clearing House
14. Matthew Bender
15. Municipal and Common Pleas Clerks Case Filings
16. State and Federal Tax Cases

17. AICPA publications
18. ELI Guidance and Policy Documents
19. Environmental Law News, Environmental Law Reporter, Surface Mining Materials
20. Federal and State Court Briefs
21. Daubert Materials
22. Expert Witness Testimony
23. Labor Arbitration Decisions
24. Comparisons between Codes of Differing States
25. Securities Laws
26. Legal Form Templates
27. Emerging Issues
28. Jury Awards and Settlements

B. Public Records

1. Public Records for ALL Fifty (50) States (as available) including Secretary of State Information, Real Property Records, Bankruptcy Records, UCC Filings, Judgments and Liens, Personal Property Records (Car, Airplane, Boat), Professional Licenses, Drivers' License Records, and People Locator, which must include full Social Security Numbers
2. Access (which may be restricted to a limited number of users or have a monthly allowance) to Dun & Bradstreet, Gale Company Profiles, Due Diligence Reports, Delaware Secretary of State, etc.
3. Asset Searches
4. Social Security Death Records
5. Company Information including public records

C. News

1. Newspapers, Magazines, Journals, Wire Services, Transcripts, etc.
2. Medical Journals
3. Scientific Journals

If Respondent does not provide one or more of the above described services but does provide a substantially comparable service or material, Respondent must indicate how that service or material is comparable to the required service.

4.4 Vendor Provided Training

Having an excellent product means nothing if the AGO cannot use it to its fullest capability. Therefore, product training is an integral part in the AGO's consideration of any Proposal received. All Respondents must include an outline of the proposed training program and process that will be implemented if their Proposal is selected. The training program and process outline must address:

1. Initial training required to familiarize all AGO staff with the product. This may differ significantly between vendors, dependent upon the AGO's past experience with the Respondents' products;
2. Ongoing training – at least monthly introductory classes for new employees, and monthly classes on a variety of topics to be agreed upon by the vendor, Library staff, and AGO Human Resources;
3. Online seminars offered;
4. The costs, to the AGO, of various types of training.

SECTION 5.0 EVALUATION

5.1 Evaluation Process

An AGO selection committee will evaluate the Proposals received in response to this RFP. The selection committee reserves the right to reject in whole or in part, at any time during the process, any or all such responses received.

The award of a contract hereunder, if any, will be with one or more Respondents whose Proposal response(s), in the sole opinion of the AGO, best meets the AGO's interests, requirements, and needs based upon the evaluation criteria set forth below.

Each Proposal will be evaluated on the ability of the Respondent to deliver the services and products set forth in the RFP. The Respondent will be evaluated on at least the following:

- Capacity of organization to complete the work as set forth in the RFP;
- Reasonableness of proposed costs;
- Completeness of the Proposal and how well it addresses all of the issues set forth in the RFP;
- Previous experience in related fields and experience of its staff in carrying out the deliverables as set forth in the RFP, including the results of user testing;
- Willingness to consider the AGO's complete exposure to all of the Respondent's products and services, and give "bundle" discounts; and
- Readability and clarity of the Proposal.

During the Proposal review process, the selection committee may, in its sole discretion, require some Respondents to make a presentation of the services in their Proposal and/or demonstrate their products or services to certain AGO staff and members of the selection committee. The presentations and demonstrations, if any, will be scheduled at the convenience and discretion of the selection committee.

The AGO reserves the right, in its sole discretion, to conduct negotiations with one or more Respondents concerning one or more aspects of the Proposals during the Proposal

review process. However, Respondents should not assume that there will be an opportunity to negotiate the terms of their Proposal during the review process. Respondents are prohibited from communicating with any employee of the AGO, except through the designated email address, LegalResearchRFP17@ohioattorneygeneral.gov, during the evaluation process unless they are contacted by the AGO.

5.2 Method of Award

The AGO may award and negotiate a contract with one or more Respondents for an initial term of up to a maximum of two (2) years, beginning July 1, 2017, and expiring no later than June 30, 2019. Each contract shall also include an optional renewal term up to a maximum of two additional years, which shall be at the AGO's sole discretion. The beginning and expiration dates of the contract shall be in the AGO's sole discretion. No award hereunder is effective until approved and a contract has been fully executed by the AGO and Respondent.

Any Respondent that may be awarded a contract under this RFP must sign and return the contract within ten (10) days after receipt of the contract for the Respondent's signature. If the contract is not returned as stated, the AGO may in its sole discretion rescind the contract award and elect to negotiate with another Respondent.

The relationship between any Respondent and the AGO will be defined by the terms and conditions of the contract, and neither the Respondent nor its staff will be considered to be employees of the AGO or any State client. Any Respondent will be considered to be an independent contractor subject to the rules, regulations, and laws of the State of Ohio. The AGO reserves the right to reject any subcontractor proposed by Respondent that does not meet the criteria of the RFP. If the AGO rejects a subcontractor for failure to meet the RFP criteria, the Respondent shall replace the proposed subcontractor at no additional cost to the AGO.

The template found at the Appendix to this RFP will form the basis for any contract awarded under this RFP. Applicants should not assume that any provisions included in the attached contract template will be subject to negotiation.

SECTION 6.0 WARRANTIES AND CERTIFICATIONS

6.1 Respondent Warranties and Certifications

By submitting a Proposal, the Respondent warrants and certifies that it:

1. Is eligible for award of a Contract by the AGO, pursuant to O.R.C. Sections 9.24, 125.11, 125.25, and 3517.13.
2. Has read the RFP, understands it, and agrees to be bound by its requirements.
3. If awarded a Contract arising out of this RFP, shall negotiate such Contract in

good faith, which Contract shall be in a form provided by the AGO.

4. Has not included any legal terms or conditions for the Contract in its Proposal.
5. Has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
6. Will not, nor will any subcontractor, or any person acting on behalf of Respondent or a subcontractor, discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.

6.2 Governing Law

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

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AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL AND NAME OF CONSULTANT

THIS AGREEMENT is between the Ohio Attorney General (hereinafter the “Attorney General”), 30 East Broad Street, 17th Floor, Columbus, Ohio 43215-3400, and Name of Consultant (hereinafter “Consultant”), Street Address, City, State, Zip.

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Consultant shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a consultant to the Attorney General. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Attorney General is the sole judge of the adequacy of such services.

B. The Attorney General enters into this Agreement in reliance upon Consultant’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Consultant warrants that it does possess the necessary expertise and experience.

C. Consultant shall perform the services to be rendered under this Agreement and the Attorney General shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The Attorney General shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Consultant shall perform the services (the “Work”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

B. In order to facilitate the Work, the Attorney General shall provide the resources set forth in Exhibit 1, Scope of Work.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before Date, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the Attorney General or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Consultant’s Services.

C. [OPTION 1—two year term]Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2017. The Attorney General may renew this Agreement once on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2017 and shall terminate June 30, 2019, unless sooner terminated as set forth herein.

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D. [OPTION 2—one year term with option to renew for second year] Notwithstanding the foregoing, this Agreement shall expire no later than June 30, 2016. The Attorney General may renew this Agreement for an additional one year term on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2017.

E. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. The Attorney General shall pay Consultant no more than \$0.00 for the Work.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule

C. [OPTION 1 – no travel] Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

D. [OPTION 2 – travel reimbursement] Consultant shall be reimbursed for the Consultant’s reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work to the extent that such reimbursement is in the best interest of the state.

1. Only travel expenses which are pre-approved by the Attorney General will be reimbursed.

2. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm.Code 126-1-02, pursuant to the Ohio Office of Budget and Management (OBM) Travel Policy, attached as Exhibit [REDACTED].

3. If it is not possible to follow the OBM Travel Policy, with prior approval of the Attorney General, Consultant shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United State (CONUS).

4. Meals shall not be reimbursed unless overnight travel is both critical and essential.

E. Consultant must receive a purchase order from the Attorney General prior to filling an order or performing any of the Work.

F. After Consultant receives a purchase order, Consultant shall submit an [INVOICE FREQUENCY] invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed and total hours worked, if required by Paragraph B(1), above, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain Consultant's name and address and shall reference the Ohio Attorney General's Office and list the billing address as 30 E. Broad St., 15th Floor, Attn: Finance, Columbus, Ohio, 43215. After receipt and approval by the Attorney General of a proper invoice, as defined by Ohio Adm.Code 126-3-01(A)(5), payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless

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otherwise directed by the Attorney General, invoices should be directed via email to: invoices@ohioattorneygeneral.gov.

G. In the event that any customer of Consultant negotiates a lower fee structure for the Work or comparable services, Consultant shall promptly notify the Attorney General and shall extend the lower negotiated rate to the Attorney General retroactively to the first date the lower rate was offered to another customer.

V. CERTIFICATION OF FUNDS

A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Consultant written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

VI. TERMINATION OF CONSULTANT'S SERVICES

A. The Attorney General may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Consultant.

B. In the event that the Work includes divisible services, the Attorney General may, at any time prior to completion of the Work, by giving written notice to Consultant, suspend or terminate any one or more such portions of the Work.

C. Consultant, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Attorney General, furnish a report, as of the date Consultant receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters the Attorney General requires.

D. Consultant shall be paid for services rendered up to the date Consultant received notice of suspension or termination, less any payments previously made, provided Consultant has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by the Attorney General for which Consultant has not rendered services shall be refunded.

E. In the event this Agreement is terminated prior to completion of the Work, Consultant shall deliver to the Attorney General all work products and documents which have been prepared by Consultant in the course of performing the Work. All such materials shall become, and remain the property of, the Attorney General, to be used in such manner and for such purpose as the Attorney General may choose.

F. Consultant agrees to waive any right to, and shall make no claim for, additional compensation against the Attorney General by reason of any suspension or termination.

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G. Consultant may terminate this Agreement upon sixty (60) days' prior written notice to the Attorney General.

VII. RELATIONSHIP OF PARTIES

A. Consultant shall be responsible for all of its own business expenses, including, but not limited to, **computers, email and internet access, software**, phone service and office space. Consultant will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Consultant shall be required to render services described hereunder for the Attorney General during the term of this Agreement, nothing herein shall be construed to imply, by reason of Consultant's engagement hereunder as an independent contractor, that the Attorney General shall have or may exercise any right of control over Consultant with regard to the manner or method of Consultant's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Consultant is an independent contractor and neither Consultant nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

E. For any employees or subcontractors working onsite at any Attorney General location, Consultant understands that these employees or subcontractors are subject to a background check conducted by the Attorney General. Such a background check may include criminal records, tax records, driving records, verification of academic credentials or degrees. The Attorney General may also conduct drug testing, field investigation, and polygraph examinations of certain employees of the Consultant or its subcontractors, if the Attorney General believes such action is necessary. The Attorney General reserves the right to refuse access to the job site at any time if the Attorney General determines in its discretion that Consultant's employee or subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the Work.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Attorney General as the Attorney General may reasonably require.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Consultant, who may subcontract without the Attorney General'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 Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Consultant shall not enter into subcontracts related to the Work without prior written approval by the Attorney General. All work subcontracted shall be at Consultant's expense.

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2. Consultant shall furnish to the Attorney General a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

B. Consultant shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Attorney General to terms inconsistent with, or at variance from, this Agreement.

C. Consultant warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Attorney General, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The Attorney General shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Consultant pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Consultant by the Attorney General shall be subject to copyright by Consultant in the United States or any other country. **If Consultant has reason to believe that use of a specified item is subject to patent or copyright protection, Consultant shall immediately notify the Attorney General.**

B. Consultant agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Attorney General. Any requests for distribution received by Consultant shall be promptly referred to the Attorney General.

XI. CONFIDENTIALITY

A. Consultant shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Attorney General.

B. Consultant acknowledges that this Agreement is subject to the requirements, conditions and restrictions set forth in IRS Publication 1075 (available at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>), as such publication may be revised, amended or replaced (the "Publication"). The terms set forth in Exhibit [redacted] attached hereto are hereby made a part of this Agreement as if fully set forth herein.

XII. LIABILITY

A. Consultant agrees to indemnify and to hold the Attorney General and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Consultant's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. 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.

B. Consultant shall bear all costs associated with defending the Attorney General and the State of Ohio against any claims.

C. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

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XIII. ANTITRUST ASSIGNMENT

A. Consultant assigns to the Attorney General all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XIV. CONSULTANT'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Consultant, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

B. DRUG FREE WORKPLACE. Consultant agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111 and the Attorney General's policy, Consultant agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Consultant further agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

D. AFFIRMATIVE ACTION PROGRAM. Consultant represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

E. CONFLICTS OF INTEREST. No personnel of Consultant who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the 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 the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Attorney General in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the Attorney General shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

F. ETHICS COMPLIANCE. Consultant represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Consultant further represents, warrants, and certifies that neither Consultant nor any of its employees will do any act that is inconsistent with such laws.

G. QUALIFICATIONS TO DO BUSINESS. Consultant affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any

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time during the term of this Agreement Consultant, for any reason, becomes disqualified from conducting business in the State of Ohio, Consultant will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

H. CAMPAIGN CONTRIBUTIONS. Consultant hereby certifies that neither Consultant nor any of Consultant's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the Attorney General in excess of the limitations specified in R.C. 3517.13.

I. FINDINGS FOR RECOVERY. Consultant warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

J. DEBARMENT. Consultant represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

K. OHIO RETIREMENT SYSTEM RETIRANT. If Consultant is a PERS retirant, as such term is defined by R.C. 145.38, Consultant shall notify the Attorney General of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph shall be sent to the Attorney General's Director of Human Resources by mail at 30 E. Broad Street, 16th Floor, Columbus, Ohio 43215, by fax at (614) 728-7582, or by email at HR@OhioAttorneyGeneral.gov. The Attorney General shall not be responsible for any changes to Consultant's retirement benefits that may result from entering into this Agreement.

L. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XIV are found to be false, this Agreement is void ab initio and Consultant shall immediately repay to the Attorney General any funds paid under this Agreement.

XV. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. WAIVER. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII and XIV(L) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the Attorney General.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice

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to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

G. HEADINGS. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

H. SEVERABILITY. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

I. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. **This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.**

J. EXECUTION. This Agreement is not binding upon the Attorney General unless executed in full, and is effective as of **the last date of signature by the Attorney General.**

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

L. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

OHIO ATTORNEY GENERAL

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approval as to form:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX

EXHIBIT 1
Scope of Work