

RFP Prepared by

The Supreme Court of Ohio



THE SUPREME COURT *of* OHIO

Request for Proposals for a Hosted Case Management System RFP Number 2011-1

4 August 2010

NOTICE

R.C. Section 9.24 prohibits the Supreme Court from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, a Vendor warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. Section 9.24, prior to the award of any contract arising out of this Request for Proposals, without notifying the Supreme Court of such finding.

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1.0 Introduction & Overview

The Supreme Court of Ohio (SCO) is seeking a qualified Vendor to provide a hosted (shared-use) court Case Management System (CMS) solution that includes software, implementation, and support services as defined in this Request for Proposal (RFP) Number: 2011-1. It is the goal of the SCO to procure a CMS solution that can be utilized by any type of Ohio trial court including Common Pleas Courts (General, Domestic Relations, Probate and Juvenile Divisions), County Courts, and Municipal Courts. The CMS will be hosted by the SCO and made available to the trial courts using a software-as-a-service (SaaS) type model.

The SCO will implement the hosted CMS in multiple phases. The first phase will be the Pilot Phase of the project and will involve developing and implementing the CMS for at least two pilot courts. The goal of the Pilot Phase will be to design, develop, and implement a foundational hosted CMS solution upon which a roll-out to additional courts can be built. Once the Pilot Phase is complete, the Rollout Phase will begin where the SCO will offer the resulting hosted CMS solution to other interested courts of the state. Usage of the hosted CMS will be voluntary; therefore, the total demand for the hosted CMS solution cannot be fully determined at this time. However, many trial courts around the state of Ohio have expressed an interest to participate in the hosted CMS service. The SCO anticipates significant demand for the hosted CMS service upon the completion of a successful Pilot Phase.

It is the intent of the SCO to award the work defined in this RFP to a single CMS vendor who has demonstrated experience in successfully providing a system of the scope and complexity required by the SCO hosted CMS. The vendor may propose a solution which includes involvement by one or more subcontractors, however, the SCO will require the selected vendor to operate as the Primary Contractor and be responsible for all aspects of the proposed solution.

1.1 Project Vision, Guiding Principles and Objectives

1.1.1 Project Vision

The vision of the SCO is to implement a shared case management system available to any local court in the state of Ohio. In support of the vision, the CMS shall be hosted by the SCO, and will:

- Be based on standard business and technology practices
- Utilize common business rules processing with de-centralized accountability, enabling courts to conduct and perform their business needs in the most streamlined and efficient method.
- Provide stability to local court case management system operations
- Be a quality system that functions for any court
- Be configurable by local courts but not customized for each court
- Provide necessary technology as a service to enable courts to focus their resources on business activities
- Be internet based and accessible over the public infrastructure

1.1.2 Guiding Principles

The Case Management System Project shall follow the following guiding principles:

- **Driven by Business Needs** — The CMS will be driven by business needs of the local courts, using a shared service approach.
- **First Consideration for COTS** — Vendor supported commercial off-the-shelf (COTS) solutions should be employed whenever possible through configuration and minimal customization to meet court needs as a whole.
- **Common Business Process** — The courts will be expected to undertake the challenge of changing business processes as needed to best utilize the CMS' standardized and uniform processes and practices. This will enable the implementation of a COTS solution with minimal modifications beyond the COTS packages' inherent tailoring capabilities.
- **Standard Architecture** — The CMS will meet common and supportable current technology standards, and be built upon a technical architecture that minimizes unnecessary technical differences and maximizes the integration and synergy among its subsystems and with external systems.
- **Open and Competitive Selection Process** — The CMS will be selected using an objective decision process based on best value, not lowest cost.
- **Vendor and SCO Partnership** — The SCO intends to partner with a vendor that demonstrates a long term commitment to the SCO and Ohio courts.

1.1.3 Objectives

- Anticipated benefits of a CMS hosted by the SCO include:
 - Stability for local courts' case management system operations
 - Economies of scale
 - Fostering of uniformity among courts by developing standard processes
 - It is expected that standard processes developed for the SCO hosted CMS may also be used by local courts procuring their own systems
 - Facilitated work-flow between courts and state agencies (e.g. BMV, BCI&I, SCO)
 - More accurate and comprehensive case flow management and case statistics reporting.
- Scope
 - CMS that can function for all local courts and case types – excluding Mayor's courts and courts of appeals
 - Common Pleas Courts, all divisions (i.e., general, domestic relations, juvenile, probate).

- Municipal and county courts
- Backup/Disaster Recovery / Business Continuity of the hosted CMS files
- Implementation services
- Training services
- Knowledge transfer to SCO
- Help desk services
- Software maintenance and enhancements

1.1.4 Core Components:

- Core components of the SCO Hosted CMS include:
 - Case Management System
 - Including all case related financial functions and robust reporting capabilities
 - Electronic Content Management System
 - Documents scanned locally and stored centrally at the SCO and/or locally
 - As an option, courts will be able to use their own document systems and link to the case in the SCO CMS
 - E-Filing Workflow Manager
 - Flexibility for the local court to select their own preferred e-filing service provider
 - Selected Interfaces, plus readiness for future information exchanges
 - Web-Based Public Access; Configurable by Court, for searches, case access by parties, and e-Payments
 - Digital / E-signatures and authentication
 - For warrants, court orders, etc.
- Integration to be included in the pilot phase of the implementation include the following common court interfaces; additional information on the interfaces can be found in Appendix B:
 - OCN (Ohio Courts Network)
 - BMV (Bureau of Motor Vehicle)

- BCI&I (Bureau of Criminal Identification and Investigation)
- A middleware component providing the ability to integrate with additional local systems is also in scope for the Pilot
 - Additional interfaces specific to each local court will be identified and implemented as part of the Pilot and Rollout.
 - Information exchange with the following agencies are anticipated as potential future interfaces:
 - DRC (Dept. of Rehabilitation and Correction)
 - SCO case statistics reporting
 - Upload to Appellate CMS systems (ACMS and ECMS)
 - DYS (Dept. of Youth Services)
 - JFS (Job and Family Services)
 - Child Support Enforcement including SACWIS (Statewide Automated Child Welfare System)
- Additional Local court responsibilities:
 - E-Filing Portal (local courts to have the flexibility to select their own e-filing service provider)
 - Jury Management (local courts can work with the CMS vendor to evaluate the vendor's solution)
 - Interactive Voice Response (IVR) (could be a future option)
 - Digital Recording System (case record in the hosted CMS should be capable of linking to a digital recording created and stored externally to the CMS database)

1.2 Overview of the Ohio Judicial Branch

The following information provides an overview of the judicial system in the State of Ohio. Figure 1 below depicts the structure.

1.2.1 Supreme Court of Ohio

The Supreme Court of Ohio is established by Article IV, Section 1, of the Ohio Constitution, which provides that “the judicial power of the state is vested in a Supreme Court, Courts of Appeals, Courts of Common Pleas and divisions thereof, and such other courts inferior to the Supreme Court as may from time to time be established by law.”

The Supreme Court is the court of last resort in Ohio. Most of its cases are appeals from the 12 district courts of appeals. The court may grant leave to appeal criminal cases from the courts of appeals and

may direct any court of appeals to certify its record on civil cases that are found to be “cases of public or great interest.”

1.2.2 Courts of Appeals

As the intermediate level appellate courts, their primary function is to hear appeals from the common pleas, municipal and county courts. Each case is heard and decided by a three-judge panel. The state is divided into 12 appellate districts, each of which is served by a court of appeals that sits in each of the counties in the district. There are 69 appellate judges in the state. The number of judges in each district depends on a variety of factors, including the district’s population and the court’s caseload. Each district has a minimum of three appellate judges. In 2009 10,433 cases were filed in the courts of appeals, while 10,983 cases were disposed of during the same timeframe.

1.2.3 Courts of Common Pleas

There is a court of common pleas in each of the 88 counties and 394 common pleas judges statewide. The courts of common pleas have original jurisdiction in all criminal felony cases and original jurisdiction in all civil cases in which the amount in controversy is more than \$500. Courts of common pleas have appellate jurisdiction over the decisions of some state administrative agencies. Most courts of common pleas have specialized divisions created by statute to decide cases involving juveniles, the administration of estates and domestic relations matters. Statewide, the Courts of Common Pleas managed 637,766 new filings and 196,537 reactivated cases in 2009, and disposed of 841,396 cases during the same timeframe.

It is important to understand that although there are, strictly speaking, only 88 courts of common pleas, each county has its own structure established by statute within which up to four divisions (general, domestic relations, probate, and juvenile) are configured as either a collection of standalone divisions or combination of divisions. By way of example, in Cuyahoga County there are four divisions: a general division, a domestic relations division, a probate division, and a juvenile division. In Franklin County, the court of common pleas is configured into three divisions: a general division, a probate division, and a combined domestic relations and juvenile division. A variety of such combinations can, and do, exist across the state and are subject to reconfiguration by Ohio’s legislature at any time.

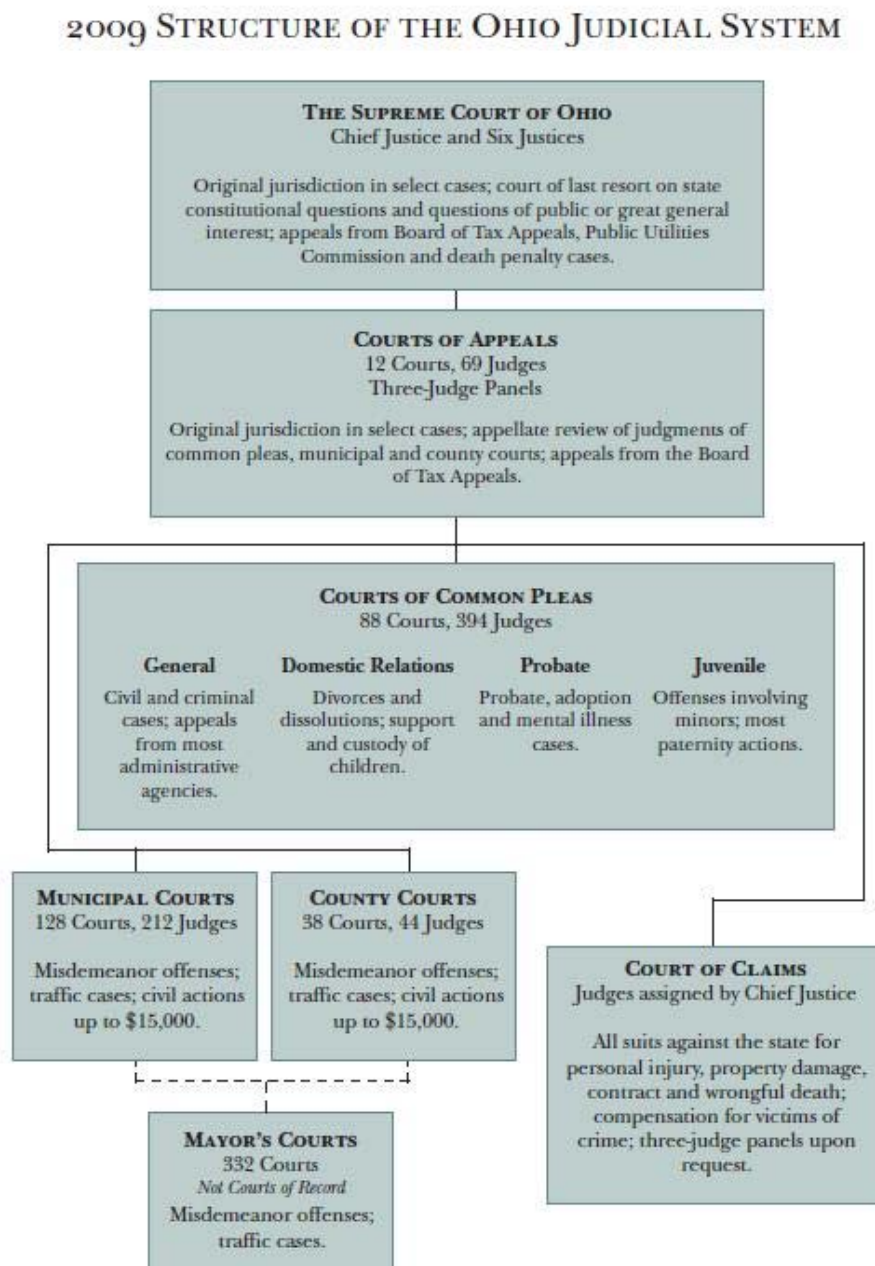
1.2.4 Municipal & County Courts

When municipal courts exercise countywide jurisdiction, no county court exists. A county court exists only in those areas of a county not otherwise served by a municipal court. That aggregate region is called the county court’s district, within which may exist more than one specific courthouse locations. In some counties, those several locations may function in many respects as independent entities with varying degrees of functional separation.

The subject-matter jurisdiction of municipal and county courts is identical. Both municipal and county courts have the authority to conduct preliminary hearings in felony cases, and both have jurisdiction over traffic and non-traffic misdemeanors. These courts also have limited civil jurisdiction. Municipal and county courts may hear civil cases in which the amount of money in dispute does not exceed \$15,000. Ohio has 128 municipal courts (with 212 judges) and 38 county courts (with 44 Judges). Statewide in 2009,

the municipal and county courts managed 2,321,475 new filings and 301,450 reactivated cases, and disposed of 2,662,190 cases during the same timeframe.

Figure 1. Overview of the Ohio Courts



2.0 Instructions to Vendors

2.1 Obtaining Copies of this RFP

This RFP, including its Appendices and Attachments, is available only in electronic form on the SCO Website at www.ohiocourts.gov. Links to the RFP and other documentation and information pertinent to this procurement can be found at the Website. It shall be the Vendors responsibility to check the Website for information and updates pertinent to this procurement.

The following are the documents relevant to this RFP. Note that most of these documents will be included in the final contract.

Table 1. RFP Documents

Doc #	RFP Document	Document File Name
RFP Components		
	Cover Letter for the SCO Hosted Case Management System and Implementation Services RFP	Cover Letter - SCO RFP for Hosted Case Management System.pdf
1	RFP for Hosted Case Management System Solution and Implementation Services (Main)	1 - SCO RFP for Hosted Case Management System.pdf
Attachments		
A1	SCO CMS Solution Proposal Template	A1 – SCO CMS Solution Proposal Template.docx
A2	SCO CMS Cost Proposal Template	A2 – SCO CMS Cost Proposal Template.xlsx
A3	SCO CMS Functional Requirements	A3 – SCO CMS Functional Requirements.xlsx
A4	Vendor, Recent Projects and Contracts, and Subcontractor References	A4 – Vendor References.xlsx
A5	Hardware for Required and Optional Functions	A5 – Recommended Hardware.xlsx
A6	Proposed Software Solution, System Software, and Supplemental Software	A6 – Proposed Software.xlsx
Appendices		
Appendix A	SCO Agreement for Services	Appendix A – SCO Agreement for Services.pdf
Appendix B	SCO interfaces to be included in the Pilot Implementation	Appendix B – SCO Common Court Interfaces.pdf
Appendix C	SCO Reports and Forms	Appendix C – SCO CMS Reports and Forms.pdf

Doc #	RFP Document	Document File Name
Appendix D	SCO Use Case Narratives	Appendix D – SCO Use Case Narratives.pdf
Appendix E	SCO Use Case Workflows	Appendix E – SCO Use Case Workflows.pdf
Appendix F	SCO Case Process Workflows	Appendix F – SCO Case Process Workflows.pdf
Appendix G	Description of current and future SCO infrastructure architecture	Appendix G – SCO Infrastructure.pdf
Appendix H	Pilot Courts Databases and Imaging Systems	Appendix H – SCO Pilot Courts Databases and Imaging Systems.pdf

2.2 Who Should Respond

The SCO is looking to award the work defined in this RFP to a case management system vendor, which, by itself or by partnering with subcontractors, has demonstrated experience in successfully providing a system of the scope and complexity of the SCO Hosted CMS.

2.3 Designated Contact

The designated contact for this procurement is:

Ms. Megan Real
 Program Assistant, Technology Policy and Planning
 The Supreme Court of Ohio
 65 South Front Street 10th Floor
 Columbus, Ohio 43215
 Phone: 614-387-9434
 Fax: 614-387-9609
 E-mail: realm@sconet.state.oh.us

Normal working hours for the Designated Contact are from 8:00 AM until 5:00 PM EST, Monday to Friday, excluding SCO holidays.

Direct contact with anyone other than the Designated Contact regarding this RFP is expressly prohibited. Vendors directly contacting SCO, County/Clerk or Court employees regarding this solicitation risk elimination of their proposal from further consideration. However, organizations currently doing business within the State of Ohio which require contact with persons other than the Designated Contact in the normal course of conducting such business may do so without violating this provision.

2.4 RFP Events Schedule

The Table below outlines the tentative schedule for important dates pertaining to this procurement. SCO will advise potential Vendors of changes to any dates as may be necessary.

SCO intends to meet the following schedule but makes no commitment to meeting the specified dates. If SCO finds it necessary to change any of these dates, notification will be posted on the Website.

Table 2. RFP Events Schedule

Event	Date
RFP Available on Website	08/04/2010
Last Day for Vendor Pre-Proposal Conference Questions and Submit Pre-Proposal Conference Registration	08/24/2010 (12:00 noon Eastern)
Pre-Proposal Conference	08/31/2010 (1:00 PM – 4:00 PM Eastern)
Submit Registration of Intent to Bid	09/10/2010 (12:00 noon Eastern)
Last Day to Submit Questions	10/01/2010
Proposals Due	10/08/2010 (12:00 noon Eastern)
Vendor Clarification Interviews	TBD
Finalist Presentations / Demonstrations	TBD
Finalists Due Diligence and Negotiations	TBD
Notice of Intent to Award	TBD
Contract Award	TBD

2.5 Registration of Intent to Bid

Vendors who intend to bid must register their Intent to Bid by sending an email to the Designated Contact no later than 12:00 noon Eastern Time on Friday, September 10, 2010. The email shall contain the company name, address, phone, fax, contact name, title, and email address. While registering with the SCO does not obligate the organization to submit a proposal, only registered organizations will be allowed to submit proposals for this RFP. Also, only registered Vendors will receive updates or responses to questions regarding this RFP.

The SCO will issue receipts for Intent to Bid registrations received. It is, however, the Vendor's responsibility to confirm that the SCO has received its Intent to Bid in the event that the Vendor does not receive a receipt.

2.6 Inquiries, Questions and Notices

All inquiries and questions involving this solicitation must be submitted by email to the Designated Contact and received by the close of business on the date indicated in Key Events Schedule Section. Written responses to questions submitted will be compiled and published on the SCO website, with any vendor specific information removed. Verbal responses to any question or inquiry cannot be relied upon and are not binding upon the SCO.

Any legal notice required in this procurement shall be sent to the Designated Contact by certified mail only.

2.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held at 1:00 PM to 4:00 PM Eastern Time on Tuesday, August, 31, 2010, to review the scope of the RFP, and answer any questions from Vendors. The Pre-Proposal Conference will be held at Ohio Judicial Center, 65 South Front St. Columbus, Ohio 43215. Directions to the Pre-Bid Proposal location can be found on the Website.

Attendance at this conference is **Optional**. If you do intend to participate, though, please confirm your organization's attendance at the conference by notifying the Designated Contact. Include the names, telephone numbers, and email addresses, of all participants anticipated to attend from your organization or your partner organizations.

The SCO will not issue minutes or notes of the Pre-Proposal Conference. However, written addenda or clarifications may be issued if deemed necessary by the SCO.

Questions will be accepted prior to, during and subsequent to the Pre-Proposal Conference. All questions submitted in advance of or subsequent to the conference must be in writing via email, and include the submitter's name and contact information. In order for questions to be answered at the conference, they must be submitted to the Designated Contact at least five business days in advance of the conference. Questions not submitted in advance may be asked at the conference, but may or may not be answered at the conference itself.

Questions received subsequent to the conference which have not previously been answered and which are deemed to be substantive will be answered by the SCO and posted on the Website.

All questions and Pre-Proposal Conference Registration must be received no later than 12:00 noon Eastern Time on Tuesday, August, 24, 2010.

2.8 Proposal Submission Guidelines

2.8.1 Overview

Vendors who register an Intent to Bid for this RFP will be able to download editable versions of the RFP Attachments in order to complete the required sections.

All proposals submitted will become the property of the SCO and will not be returned.

All requests for information in this RFP must be responded to as concisely as possible.

Proposals must remain valid for no less than **180** days from the proposal due date, unless the time for awarding the contract is extended by mutual agreement of the SCO and the Vendor.

2.8.2 Proposal Due Date

Proposals are due at the Supreme Court of Ohio no later than 12:00 noon Eastern Time on Friday, October 8, 2010. Proposals received after the specified date and time will not be considered. Vendors mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal no later than the specified date and time.

2.8.3 Delivery Instructions

Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), Certified US Mail, or by hand to:

Supreme Court of Ohio
Attn: Mr. Robert Stuart
The Supreme Court of Ohio
65 South Front Street, 10th Floor
Columbus, Ohio 43215-3431

The outside of the envelope/package must be clearly labeled with the Vendor's name and the following: "Supreme Court of Ohio Request for Proposals Number: 2011-1."

2.8.4 Proposal Format and Packaging

To facilitate a timely and comprehensive evaluation of all submitted materials, proposals **must** be submitted using the pre-formatted Vendor Proposal Response templates and attachments. Proposals that do not adhere to this instruction will be considered non-responsive.

Proposals may be accompanied by additional supporting documentation. Only information sufficiently cross-referenced in the proposal so reviewers can locate all the important elements of the document will be considered for evaluation purposes.

The Proposal shall be signed by a duly authorized officer and organized into two separate binders, each labeled with the name of the Vendor and the section of the proposal enclosed. The two binders shall be as follows:

- Solution Proposal: Two (2) signed originals in 3-ring binders. Also provide three (3) separate CD-ROMs or DVDs with electronic copies in their original format (e.g., MS Word or MS Excel), and in PDF, and in the same order as the binders.
- Cost Proposal: Two (2) signed originals in 3-ring binders. Also provide three (3) separate CD-ROMs or DVDs with electronic copies in their original format (e.g., MS Word or MS Excel), and in PDF, and in the same order as the binders.

The Solution and Cost Proposals binders, and their respective CDs/DVDs, must be placed into separately sealed envelopes within the Vendor's proposal submission package.

2.8.5 Proposal Binders

Table 3. Solution Proposal Binder Contents

SOLUTION PROPOSAL BINDER	
Section	Document Description
1	Cover Letter (section 1.1)
2	A1 – SCO CMS Solution Proposal (Template completed by Vendor)
3	A3 – SCO CMS Functional Requirements
4	A4 – Vendor References (section 2.5 – all subsections)
5	A5 – Recommended Hardware (section 3.15)
6	A6 – Proposed Software (sections 3.16 and 3.17)
7	A7 – Audited Financial Statements (section 2.6.1)
8	A8 – SCO CMS Project Statement of Work (section 4.1)
9	A9 – Representative Resumes (Key Personnel only, section 4.2.2.1)
10	A10 – CMS Pilot Project Workplan – (section 4.3.1)
11	A11 – Typical Project Workplan – Future Implementations (section 4.3.2)
12	Supplemental materials provided by Vendor, if any

Table 4. Cost Proposal Binder Contents

COST PROPOSAL BINDER	
Section	Description
1	A2 – SCO CMS Cost Proposal Workbook (Template completed by Vendor)
2	Supplemental cost-related materials provided by Vendor, if any

3.0 Procurement Rules

3.1 General Information

3.1.1 Introduction

“Vendor” is the term applied to the organization responsible for the submission of the proposal in response to this RFP. “Contractor” and “Prime Contractor” are the terms applied to the organization which the SCO subsequently enters into a contract with for the services outlined in this RFP. The terms “Vendor”, “Contractor” and “Prime Contractor” may be used interchangeably within the RFP. The term “Project” refers to the SCO’s Case Management System Project.

“Solution” refers to the functional system developed and related implementation services under the terms of a contract resulting from this procurement, including any related hardware and software required to meet SCO’s requirements, expressed or implied, within this RFP.

Vendors must follow instructions contained in this RFP in preparing and submitting its proposal. Vendors are advised to thoroughly read and follow all instructions. The required submission information has been determined to be essential in the proposal evaluation and contract award process.

Vendors shall propose to encompass the full implementation of the court case management system products and services through completion of implementation with a milestone-based contract. During performance of the work defined under the agreement, the SCO expects the Vendor to transition all related knowledge to SCO employees for the ongoing support of the environment.

Vendors have latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Vendors are cautioned, however, that insufficient detail may result in a determination that the proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the proposal. Additionally, any qualifying statements made by a Vendor to the RFP’s requirements could result in a determination that the proposal is materially non-responsive.

The SCO reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP and ensuing contract:

- Withdraw this RFP or extend the time for submittal
- Reject any or all Proposals
- Waive minor deviations in the proposals
- Issue subsequent RFPs to this RFP
- Approve or disapprove the use of particular contractors and subcontractors
- Request additional information and/or clarification from the Vendors

- Establish a shortlist of Vendors eligible for interviews after review of written Proposals by the SCO
- Modify any requirements contained within the RFP and request revised submittals from Vendors determined to be within the competitive range
- Negotiate with any, all, some, or none of the Vendors
- Award a contract for services that is less than those services specified in the scope of the RFP
- Award a contract to one or more Vendors
- Accept any written Proposal as an offer, without negotiation, and issue a notice to proceed
- Take whatever other action it deems in its best interest
- Restrict the review or distribution of all Proposals until a contract is awarded

3.1.2 Organizations Ineligible to Propose

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to propose. Any entity ineligible to conduct business in the State of Ohio for any reason is ineligible to propose.

3.1.3 Acknowledgement of Understanding of Terms

By submitting a proposal, each Vendor shall be deemed to acknowledge that it has read and is thoroughly familiar with all specifications and requirements of the RFP, and is fully aware and understands all instructions, conditions and limitations. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to responding to this RFP.

3.1.4 Right to Cancel Solicitation

The SCO reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The SCO makes no commitments, expressed or implied, that this process will result in a business transaction with any organization.

This RFP does not constitute an offer by the SCO. Your organization's participation in this process may result in the SCO selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the SCO to execute a contract nor to continue negotiations. The SCO may terminate negotiations at any time and for any reason, or for no reason.

3.1.5 Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be provided to all registered Vendor(s) by the SCO. The SCO is not bound by any statement related to this RFP made by any SCO employee, contractor or its agents.

3.1.6 Exceptions to the RFP

The format of the RFP **must** be followed and all requested information **must** be submitted as indicated. Any exceptions to the RFP, or to SCO's Terms and Conditions, must be identified and included in writing in the proposal in the designated section. Acceptance of exceptions is within the sole discretion of SCO.

3.1.7 Right to Reject Proposals

The SCO reserves the right to reject any and all proposals or any part of any proposals, to waive defects, technicalities or any specifications (whether they be in the SCO's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the SCO may deem necessary in its best interest.

3.1.8 Multi-Vendor Solutions (Joint Ventures)

The SCO intends to award the work defined in this RFP to a single Contractor. Vendors are encouraged to partner with other companies if the partnering will provide a complete solution. In the event of a proposal involving multiple partnering organizations, the Contractor's responsibility includes those obligations of a Prime Contractor.

If a joint venture is proposed, the responsibilities of the subcontractors must be included with the proposal. Where appropriate, proposal pages are to be prepared and submitted for each subcontractor in the joint venture (e.g., company information, references, financials.)

The Vendor must disclose, at the SCO's request, any information regarding subcontractors. All terms and conditions that apply to the selected Vendor apply to the subcontractor(s). Each subcontractor may be required to submit administrative information that is required from the selected Vendor.

The Vendor, as "Prime Contractor" will be responsible, at its cost and expense, for the joint venture's performance under the contract, including all work products, project management, legal, and financial responsibility for all subcontractors. Further, the Vendor shall be and remain liable for all damages to the SCO caused by negligent performance or non-performance of work by any subcontractor and its sub-subcontractor(s).

Subsequent to contract award, subcontractors shall not be replaced without prior written approval of SCO.

3.1.9 Multiple Proposals

A Vendor may not participate in more than one proposal in any form. Partnering organizations (i.e., non-Vendor sub-contractors) may participate in multiple proposals.

3.1.10 Notice Regarding Disclosure of Confidential and Proprietary Business Information and Trade Secrets

The SCO hereby advises vendors that all documents submitted in response to this Request for Proposals, including those documents that purportedly contain confidential and proprietary business information or trade secrets, may be considered administrative documents under Sup. R. 44 through 47 (Public Access Rules). The SCO will allow the

public, including other vendors, to inspect and obtain copies of these documents in accordance with Sup. R. 45, after the Request for Proposals deadline expires unless each of the following applies:

- (A) In its response to this Request for Proposals, the vendor clearly identifies the document or document information the vendor believes is not an administrative document as defined by Sup. R. 44(G);
- (B) In its response to this Request for Proposals, the vendor clearly identifies the state, federal or common law that exempts the document or document information under Sup. R. 44(G);
- (C) SCO staff independently determine that the document or document information is not an administrative document as defined in Supt. R. 44(G).

SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

By submitting a proposal, the Vendor licenses the SCO to reproduce (SCO and to its advisers, for the SCO's internal purposes only) the whole or any portion of the proposal, notwithstanding any copyright or other intellectual property right.

3.1.11 Verification of Information

The SCO reserves the right to verify the information received in a Proposal. If the information in a Proposal cannot be verified, the SCO reserves the right to request clarification from the Vendor. If a Vendor knowingly and willfully submits false data, the SCO reserves the right to reject that Proposal. If it is determined that a contract was awarded as a result of false statements or other data submitted in response to this RFP, the SCO reserves the right to terminate that contract immediately and recover all costs paid to date.

3.1.12 Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Vendor shall notify the designated contact person for this RFP in writing of such findings as soon as possible, but no later than ten business days before the proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the designated contact, in writing, no later than ten business days prior to the time set for opening of the proposals.

3.1.13 Withdrawal of Proposal

Proposals become the property of the SCO at the proposal submission deadline. All proposals received are considered firm offers at that time.

A Vendor may modify or withdraw its proposal by written request, provided that both the proposal and request is received by the SCO prior to the proposal due date. Proposals may then be re-submitted in accordance with the proposal due date requirement.

3.1.14 Cost of Preparation of Proposal

The entire cost of preparing a proposal and participating in any aspect of the procurement process is the responsibility of the Vendor. The SCO will not pay any costs incurred by any Vendor for any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at the pre-bid conference, conducting system demonstrations, or engaging in contract negotiations.

3.1.15 Late Proposals

The SCO will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of SCO personnel. The SCO, at its option, may leave unopened any proposal received after the date and time specified for receipt of proposals. Any such unopened proposal will be returned to Vendor.

3.1.16 Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP, and/or propose systems other than that which attempts to meet the defined application functional requirements.

3.1.17 Concise Proposals

SCO's interest is in the quality and responsiveness of the proposal, and discourages overly lengthy and costly proposals. It is SCO's desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired.

3.1.18 Realistic Proposals

It is the expectation of the SCO that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Submitted proposals should provide a concise delineation of the Vendor's capabilities to perform the services requested. The proposal submitted must provide the requested information in sufficient detail to enable the SCO to evaluate Vendors pursuant to the specifications and other requirements.

The SCO shall bear no responsibility or increased obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

3.1.19 Contract Award

The SCO anticipates that the result of this RFP will be a contract with a qualified organization responsible for the provision of software, hardware, implementation services, and ongoing support services according to the specifications outlined in this RFP.

Any contract resulting from this RFP is binding on the successful Contractor. Failure of the Contractor to meet or perform any of the contract terms or conditions shall permit the SCO to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. The Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the SCO. The SCO does not waive the right to insist upon future compliance with these proposal specifications when there is undiscovered delivery of non-conforming goods or services.

The SCO has the sole right to select the successful Vendor for award, to reject any proposal as unsatisfactory or non-responsive, to award a Contract to other than the lowest priced proposal, to award multiple Contracts, or not to award a Contract, as a result of this RFP.

Public announcements or news releases from the Contractor pertaining to any contract resulting from this RFP shall not be made without prior approval from the SCO.

3.1.20 Contract

The Contractor will be required to enter into a written Agreement with the SCO. Any contract that may be awarded to the Vendor as a result of this RFP shall be a stand-alone contract and shall not be subsidiary to any other contract or terms and conditions that may be in effect between the parties. The SCO may enter into negotiations with one or more Vendors. Further details will be given when the finalist vendors are announced.

A copy of the SCO's standard Agreement for Services is included as Appendix A. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the SCO.

The SCO's Agreement may be supplemented with the Vendor's documents of applicable agreements. The terms and conditions of these agreements will be negotiated with the Vendor during actual contract negotiations.

The SCO will require certain contractual obligations including, but not limited to the following:

- **Warranty** – All equipment and software are to be under warranty for no less than one year from date of system acceptance. The warranty shall require the Contractor to be responsible for cost of all parts, labor, field service, and pick up and delivery related to repairs or corrections during the warranty period.
- **System Acceptance Guarantees** – The SCO wants to obtain in final contract items such as: performance guarantees for system availability, response time, loading capacity, and system acceptance criteria. Some of the specific guarantees required are identified in the Technical Proposal section. The Contractor should be prepared to negotiate the inclusion of such items within the scope of services and pricing.

- **Costs** – All costs must be detailed specifically in the Cost Proposal. Vendors must fill out all appropriate cost pages. No charges other than as specified in the proposal shall be allowed without written consent of SCO. The proposal costs shall include full compensation for all taxes that the Contractor is required to pay.
- **Payment Schedules** – The SCO will require a payment schedule based upon the acceptance of defined milestones. Payments for services will not be made in advance of work performed. The SCO may also require holdback of a portion of the payment milestone amount (as much as 25%) until the project is completed.
- **Status Reporting** – The Contractor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- **Penalties** – The SCO may wish to include in the final contract penalty provisions for non-performance, such as liquidated damages.

3.2 Proposal Evaluation

3.2.1 Overview

The SCO will evaluate proposals using both quantitative and qualitative criteria, provided in response to the Solicitation or otherwise obtained separately, identified below. Proposals will be evaluated on a “Best Value” basis, and neither the lowest price nor highest scoring proposal will necessarily be selected.

The evaluation of proposals will be based on the following information provided the vendor in response to the RFP or obtained separately by the SCO through reference checks or other sources. This list is not meant to be hierarchical.

- Demonstration of the Vendor’s understanding of the purpose, scope and objectives of the Project;
- Demonstrated experience in comparable jurisdiction(s) to successfully install a system of similar scope and scale, with emphasis on the specific capabilities required by the SCO;
- Design, capability, and functionality of the proposed application software including the level of integration between software components;
- Feasibility, timeliness and quality of the implementation schedule with demonstrated ability to meet implementation deadlines;
- Financial stability and resources of the vendor;
- Qualifications, experience and technical expertise of Vendor staff assigned to this project;
- Economic feasibility and justification of all costs;
- The extent and quality of end-user, administrator and technical training;
- Level of service and responsiveness that the Vendor commits to providing to the SCO and Ohio Courts;
- Willingness and ability to negotiate a contract acceptable to the SCO;
- The best interest of the SCO.

The SCO reserves full discretion to determine the competence and capabilities of Vendors and proposed systems. The SCO may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process.

3.2.2 Proposal Clarification

The SCO may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. However, Vendors will not be able to modify proposals as a result of any such clarification request.

The evaluation process may, at the SCO's discretion, include interviews with selected Vendors to clarify questions raised by the SCO during the review and evaluation of proposals. Vendor representative(s) attending the interview must be individuals familiar with the proposal and who understand the scope of the Project in order to respond to questions related to the proposed system and its components, and shall include the key members of the proposed project delivery team.

All Vendor costs associated with travel for proposal clarification interviews are the responsibility of the Vendor.

3.2.3 Oral Presentations and Demonstrations

Selected Vendors may be invited to give an oral presentation and system demonstration to SCO. The Vendor's representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system, its components and implementation. Demonstrations may include both scripted scenarios provided to the Vendors by the SCO, as well as demonstration of non-scripted events requested at the time of the demonstration.

All Vendor costs associated with participation in oral presentations and system demonstrations conducted for this Project are the Vendor's responsibility.

3.2.4 Reference Checking

The SCO may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the SCO may choose to visit existing installations of comparable systems, which may or may not involve Vendor personnel. If the Vendor is involved in such site visits, the Vendor is responsible for its own travel costs.

3.2.5 Best and Final Offer

The evaluation process may, at the SCO's discretion, include a request for selected Vendors to prepare a Best and Final Offer (BAFO) proposal for review. Vendors selected to participate in the BAFO will be provided guidance by the SCO on aspects of the proposal which may be changed by the Vendor. A Vendor's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

3.2.6 Exclusions

The SCO reserves the right to refuse to consider any proposal from a Vendor who:

- Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of the contract or subcontract;
- Has been convicted under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- Has been convicted or has had a civil judgment entered for a finding of a violation under State or federal antitrust statutes;
- Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
- Has violated ethical standards set out in law or regulation; and
- Any other cause listed in regulations of the State of Ohio determined to be so serious and compelling as to affect responsibility as a State contractor, including debarment by another governmental entity for a cause listed in the regulations.

3.3 Special Terms and Conditions

3.3.1 General Terms

- The Contractor will enter into an agreement with the SCO
- Contractor warrants that it is not subject to an unresolved finding for recovery under R.C. Section 9.24. If the warranty is false on the date the parties sign a contract awarding Contractor's proposal, the contract is void ab initio, and the Contractor shall immediately repay to the SCO any funds paid under the contract.
- The SCO reserves the right to incorporate standard state contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Contractors will be required to sign the contract for software and all services, and may be required to sign additional agreements that do not materially alter the terms of the contract for software and services.
- The Contractor will be expected to enter negotiations with the SCO which will result in a formal contract between the parties. Procurement will be in accordance with subsequent contracted agreement. The Vendor's response to this RFP will be incorporated as part of any formal contract. The SCO Director of Information Technology, or designee, will serve as Contract Administrator.
- In the event the Contractor materially breaches any obligation under this Agreement, the SCO may terminate this Agreement with thirty (30) days written notice.
- The SCO shall provide some working space and facilities for the Contractor's project management personnel. The location of such work space will be at the SCO's discretion. Contractor personnel must abide by SCO rules and regulations when working on SCO property. The SCO reserves the right to exclude or restrict access or access hours for any individual(s) for any reason.

- The parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between the parties. Each party shall be responsible for compliance with all applicable workers' compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any obligation of the other party to pay on behalf of its employees or to withhold from any compensation paid to such employees any social benefit, workers' compensation insurance premiums or any income or other similar taxes.

3.3.2 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

Under Ohio's anti-terrorism legislation effective April 14, 2006, Vendors must complete and submit a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization form to certify that the Vendor has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website referenced below. The form must be submitted with the Proposal.

The SCO may not award a Contract to a Vendor that answers Yes or fails to answer any question on the form. A Vendor may request the Department of Public Safety to review such a denial of an award.

More information concerning this law, the required form and the Terrorist Exclusion List are available by going to the Ohio Homeland Security website at www.homelandsecurity.ohio.gov, and clicking on the DMA link on the homepage.

3.3.3 Default

If the Vendor to whom the award is made fails to enter into the Agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3.3.4 Formal Contract

The contract shall serve as the authorization to proceed in accordance with the proposal specifications and any special instructions. No Contractor is to begin any service prior to receipt of a properly executed SCO contract.

The SCO may cancel the contract or any portions within it, at any time based on the SCO's best interests. Such conditions/situations may include, but are not limited to, budgetary constraints, availability of in-house resources to perform the work, dissatisfaction with the Solution, and/or dissatisfaction with the Vendor. The SCO will accord such notice and opportunity to cure, if applicable, as it determines to be reasonable under the circumstances.

The RFP, RFP Addenda, Proposal, and the agreement executed between the SCO and the Contractor shall constitute the Contract. These documents contain the entire agreement between the SCO and the Contractor and no other documents shall be considered. In the event there is any discrepancy between any of these documents, the following order of documents governs so that the former prevails over the latter: Contract Amendments, Contract, Proposal, RFP Addenda, and RFP.

3.3.5 Scope of Agreement

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

3.3.6 Collusion or Fraud

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the SCO or State of Ohio participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantage over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3.3.7 No Contact

Direct contact with SCO or State of Ohio employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting SCO or State of Ohio employees risk elimination of their proposal from further consideration. An exception to this exists only for organizations currently doing business with the SCO or the State of Ohio who require contact in the normal course of doing that business.

3.3.8 Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a SCO employee, any Ohio Court employee or agent of the SCO concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the SCO shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with SCO employees, contractors or agents of the SCO concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

3.3.9 Solicitation of SCO or State Employees

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the SCO or State of Ohio to leave the SCO's or State's employ in order to accept employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with the Vendor, without prior written approval of the SCO. Solicitation of SCO or State employees by a Vendor may result in rejection of the Vendors proposal.

This paragraph does not prevent the employment by a Vendor of a SCO or State employee who has initiated contact with the Vendor. However, SCO or State employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

3.3.10 Exemption from Taxation

The SCO is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal prices. Excise tax exception certificates will be furnished upon request.

This purchase will not be subject to state taxes; tax exempt number: 31-6402047.

3.3.11 Licenses and Permits

In performance of this contract, the Contractor is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The Contractor shall be properly licensed and authorized to transact business in the State of Ohio.

3.3.12 Insurance

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the SCO.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows:

- | | |
|---|-------------------------|
| a) Comprehensive General Liability | \$1,000,000 |
| b) Professional Liability/Misc. Error & Omissions/Product Liability | \$1,000,000/\$3,000,000 |

If the contractual service requires the transportation of SCO staff, the contractor shall, in addition to the above coverages, secure at its own expense the following coverage:

- | | |
|---|---------------------|
| a) Automotive Liability (Bodily Injury) | \$100,000/\$300,000 |
| b) Automotive Property Damage (to others) | \$ 25,000 |

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance

3.3.13 Indemnification

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the SCO and the State of Ohio from contingent liability to others for damages because of bodily injury, including death, which may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the SCO and the State of Ohio under any provision of this Contract.

3.3.14 Covenant Against Contingent Fees

The successful Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.3.15 Applicable Law

In submitting a proposal, Vendors certify that they comply with all Federal, State and local laws applicable to its activities and obligations including:

1. the laws of the State of Ohio;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Vendor fails to comply with (1) through (5) of this paragraph, the SCO reserves the right to disregard the proposal, or consider the contractor in default and terminate the contract,

The Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations and codes adopted during its performance of the work.

3.3.16 Performance Bond

The Vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

The Contractor may be required to submit a Performance Bond, or other suitable security, in the amount equal to the total cost proposal amount for the period of the contract award. The cost of this bond, or other suitable security, is the responsibility of the Vendor, and is not to be proposed nor recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the SCO by the Contractor prior to finalizing the contract.

3.3.17 Non-Appropriation

The SCO represents that it will have adequate funds to meet the obligations that will be incurred by contract. However, the SCO shall have at its option the right to terminate any resulting contract should its appropriations, spending authority, or other revenues be reduced or, if applicable, if grant funds used to support this project are reduced or terminated.

3.3.18 Other General Conditions

- Current Version – The SCO expects “packaged” application (i.e., COTS software products) and system software to be provided by the Contractor as part of this project. Such software products shall be the most current version generally available as of the date of the physical installation of the software.
- Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- Prior Use –The SCO reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the SCO.
- Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- Changes – No alteration in any of the terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the SCO.
- Work for Hire – Contractor custom programming of this project (e.g., custom-developed programs, reports, database schema, triggers, interfaces, etc.) shall be owned by the SCO, as the work of the Contractor shall be a “work for hire”. Contractor shall retain no copyright or intellectual property interest in the work and the Contractor shall use them for no other purpose without the prior written permission of the SCO.

- Additional Terms and Conditions – The SCO reserves the right to add terms and conditions during contract negotiations.

4.0 Attachments

4.1 Attachment: A1 - SCO CMS Solution Proposal Template

Refer to attached A1 - SCO CMS Solution Proposal Template.doc

4.2 Attachment: A2 - SCO CMS Cost Proposal Template

Refer to attached A2- SCO CMS Cost Proposal Template.xlsx

4.3 Attachment: A3 – SCO CMS Functional Requirements

Refer to attached A3 – SCO CMS Functional Requirements.xlsx

4.4 Attachment: A4 – Vendor References

Refer to attached A4 – Vendor References.xlsx

4.5 Attachment: A5 – Recommended Hardware

Refer to attached A5 – Recommended Hardware.xlsx

4.6 Attachment: A6– Proposed Software

Refer to attached A6 – Proposed Software.xlsx

5.0 Appendices

5.1 Appendix A – SCO Agreement for Services

Refer to Appendix A – SCO Agreement for Services.pdf

5.2 Appendix B – SCO Interfaced Systems

Refer to Appendix B – SCO Common Court Interfaces.pdf

5.3 Appendix C – SCO Reports and Forms

Refer to Appendix C – SCO CMS Reports and Forms.pdf

5.4 Appendix D – SCO Use Case Narratives

Refer to Appendix D – SCO Use Case Narratives.pdf

5.5 Appendix E – SCO Use Case Workflows

Refer to Appendix E – SCO Use Case Workflows.pdf

5.6 Appendix F – SCO Court Case Workflows

Refer to Appendix F – SCO Case Process Workflows.pdf

5.7 Appendix G – SCO Infrastructure

Refer to Appendix G – SCO Infrastructure.pdf

5.8 Appendix H – SCO Pilot Courts Databases and Imaging Systems

Refer to Appendix H – SCO Pilot Courts Databases and Imaging Systems.pdf