



Commissioner Paula Brooks **Commissioner** Marilyn Brown **Commissioner** John O'Grady
President

REQUEST FOR QUALIFICATIONS DOCUMENTS

FOR

RFQ #2012-46-27

DATE AND TIME OF RFQ OPENING: October 26, 2012 at 2:00 pm

PROJECT NAME: Unified Relational Database for Court Departments

This Request for Qualification is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All responses submitted in response to this RFQ shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFQ and subsequent contract.

SUMMARY OF PROJECT

The Franklin County Court of Common Pleas Juvenile Branch (Court) is seeking Qualification Responses from qualified consultants to guide the Court through the development of a Request for Proposal for a Unified Relational Database for Court Departments.

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

****ORDER PLACEMENT/CONTACT NAME:** _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

**** Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's RFQ.**

All contract terms, conditions, and specifications set forth in this RFQ document shall become part of the contract documents. Those making a qualification bid are reminded to return the entire Request for Qualification with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215-6315.

STATEMENT OF RECEIPT FORM & “NO REPLY” FORM

Please indicate whether you or your company intends to respond or chooses not to respond to this RFQ. It will help insure vendors will receive any addenda to or correspondence regarding this RFQ in a timely manner. Franklin County is not responsible for the timeliness of delivery via the US Mail. Please complete this form and return as soon as possible to:

Email: cejohnst@franklincountyohio.gov

Fax: 614-462-3144

Mail: Franklin County Purchasing

Attn: Chris Johnston

RFQ#: 2012-46-27

373 South High Street-25th Floor

Columbus, OH 43215-6315

_____ We have reviewed the documents and it is our intent to respond.

_____ We have reviewed the documents. We decline to respond for the following reason(s):

Please check all that apply:

_____ Specifications too “tight”, i.e. geared toward one brand or manufacturer (explain below).

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ We are unable to meet the specification(s).

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

_____ Remove us from your bidder’s list for this commodity or service.

_____ We are not interested in this RFQ, but wish to be considered for future solicitations.

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

Please note: This form is designed to allow feedback and will assist us in structuring our RFQ process in the most efficient and user friendly manner. You will not be removed from the notification process unless you request it.

COMPANY NAME: _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

CALENDAR OF EVENTS.

The schedule for the RFQ is given below. Dates may be modified by Franklin County.

Key Dates	Event
9/27/2012	(RFQ) Notifications and ad placed for RFQ Inquiry process begins
9/27/2012	RFQ instructions and documents are posted on Franklin County's website for interested parties to retrieve.
10/12/2012	Intention to propose or decline response requested via <i>Statement of Receipt Form and "No Response" Form/Document</i> .
10/12/2012	Offeror Question Submission Deadline. (Q&A) RFQ questions must be submitted by 12:00 pm.
10/19/2012	Answers to questions received will be posted to the Franklin County Purchasing web site by the close of business.
10/26/2012 at 2:00 pm	Complete RFQ packets s due to Franklin County by 2:00 p.m. 10/26/2012
To Be Determined	Evaluation of responses are complete
To Be Determined	Contract finalized
To Be Determined	Contract award and begin date to be determined by the Resolution.

General Information

Any question regarding this document shall be directed in writing to:

Email: cejohnst@franklincountyohio.gov

PLEASE NOTE:

- Amendments and Clarifications to this RFQ are posted on the Franklin County Purchasing web site (<http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/>). It is the sole responsibility of all interested parties to monitor this web site for those additional documents. Amendments and Clarifications become a part of the RFQ and any subsequent awarded contract.

Instructions

Franklin County requires clear and concise responses to the RFQ. Offerors should take care to completely answer questions and meet the RFQ requirements.

RFQ Format

Each response must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the RFQ requirements. Each response must respond to every request for information in this document whether the request requires a simple "yes" or "no" or requires the submission of product data sheets.

RFQ Contents

Each bid must contain all information requested in the RFQ. A checklist has been provided in the RFQ to ensure that you include all required information.

Submittal of RFQ Responses

Offerors RFQ responses should respond concisely and clearly to all of the inquiries contained in the RFQ.

Using the form provided, Offeror's who receive a copy of this RFQ but decline to make an offer, are requested to submit a No Response Form. Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All RFQ Responses must be signed and submitted by the Offeror.

Certificate of Good Standing:

If Offeror's company is incorporated or registered in the State of Ohio, we require a Certificate of Good Standing. If the Offeror's company is not registered or incorporated in the State of Ohio, we require a Certificate of Good Standing from the State of your incorporation:

To obtain an Ohio certificate of good standing, please visit:

<http://www.sos.state.oh.us>

- Click on "Business Filings"
- Then Click on the box titled "Business Name Search"

Please note that your business name on the following Signature Page **MUST** be consistent throughout your bid on ALL documents including Affidavits, Appendixes, W-9, Amendments and/or Clarifications and all other documents requiring your Company Name to be placed on the document. This must be your company's *complete* legal name. Offerors must submit their bid under their legal name and not under a trade name or fictitious name. If a DBA is used, Offeror must include the legal name as well. This information will be confirmed prior to a contract being awarded.

Administrative Requirements

Section 1 General Instructions

Section 1.01 Entire Agreement; Parties to the Contract

If awarded, this Contract is the entire agreement between the Offeror (“Offeror”) and Franklin County (“County”) on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Participation

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this RFQ document shall be excluded from the RFQ process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the selected Contractor(s).

Section 1.04 Contract Components

This Contract consists of the signature page of the Request for Qualifications the original Request for Qualifications, including the Contract Terms and Conditions, the Special Contract Terms and Conditions, the RFQ specifications, all documents requiring the Contractor’s signature, and any written amendments/addendums to the original Request for Qualification; the Contractor’s complete competitive sealed RFQ, including proper modifications, clarifications, and samples.

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The signature page of the Offeror’s Request for Qualification
- b. Franklin County original Request for Qualification
- c. The contractor’s original submitted RFQ document minus the signature page

Section 1.05 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6315 or online at www.franklincountyohio.gov/bidops/. Failure to register prior to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability.

Section 1.06 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof. If the County determines that a design, performance, or combination specification is not in the best interest of the County, it may use brand name or equal specification. Unless otherwise stated as, where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance, and characteristics described and is not intended to limit or restrict competition. Substantially equivalent goods or services to those designated will be considered for award.

Section 1.07 Inquiries Process/Additional Information

Any questions that arise during the preparation of the RFQ concerning the content of the RFQ should be submitted to Chris Johnston, Purchasing Supervisor via email at cejohnst@franklincountyohio.gov Contact with any other Franklin County staff concerning this RFQ except through the inquiry method with questions

specific to the contents of this RFQ is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions shall be sent no later than date listed in the calendar of events to be considered for a response.

Section 1.08 Oral Explanations

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this RFQ but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form* and *"No Response" Form* no later than the date listed in the Calendar of Events.

Section 1.10 Compliance with Specifications and Terms and Conditions

The County cannot accept any changes to the RFQ terms and conditions nor is the County allowed to accept any additional agreements that were not part of the originally posted RFQ documents. The County will make any changes to the RFQ terms and conditions or specification through the issuance of amendments or clarifications. If an offeror **submits an RFQ with changes, mark-ups or submits its own standard contract for signature** that RFQ will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.11 Conflict of Interest

Each RFQ response must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a response in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

Section 2 RFQ Requirements

Section 2.01 REQ Opening

Responses to the RFQ are due on October 26, 2012 at 2:00 pm. All sealed RFQ Responses received after this date and time, for any reason, will be rejected. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed RFQs are received and will be the sole factor in determining if RFQs are received in time to be considered. The opening of the sealed RFQ responses will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. The opening will be public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit RFQ(s) by the required date and time.

Section 2.02 Bid Bond Requirement

No Longer Applicable.

Section 2.03 Samples

See Appendix F Scope of Work for requested samples.

Section 2.04 Pre-Bid Conference

Not applicable to this RFQ.

Section 2.05 RFQ Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the RFQ. Total liability of the County is limited to terms and conditions of a resulting Contract between the County and the successful bidder.

Section 2.06 RFQ Instructions

Franklin County requires clear and concise RFQ responses. Offerors should take care to completely answer questions and meet the RFQ's requirements.

Each contractor must submit three (3) original signed hard copies of their RFQ response in a sealed envelope or similar containers with the RFQ number clearly marked on the exterior by no-later-than 2:00 p.m. the day the RFQs are scheduled for opening. Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the RFQ. All hardcopy documents will be on 8.5-inch x 11-inch paper and brochures should be copied to the same format.

Each RFQ response must be submitted in a sealed envelope or similar containers with the RFQ number clearly marked on the exterior. RFQ responses not sealed and clearly marked to identify the RFQ will not be accepted. The County will not provide any supplies, materials, boxes or assistance to a vendor in the securing or sealing of RFQ documents.

If an offeror uses an express mail or courier service, the RFQ number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. An RFQ Response that is not properly and clearly marked and is inadvertently opened before the scheduled RFQ opening time may be disqualified without additional consideration. **Faxed submissions are not acceptable.**

Section 2.07 When Responses May Be Delivered

The Purchasing Department ("Purchasing") must receive RFQ responses prior to and no-later-than 2:00 p.m. the day the responses are scheduled for opening. Sealed RFQ responses received after the specified date and time will be considered late and will not be opened. Sealed RFQ responses received through the mail after the specified RFQ opening date and time will be returned to the Offeror unopened. Purchasing does not accept RFQ responses with postage due or collect postage-on delivery charges. Sealed responses received through a courier service after the specified opening date and time will not be accepted from the Courier Service.

Purchasing receives RFQ responses during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed responses are received and will be the sole factor in determining if responses are received in time to be considered.

Section 2.08 Where RFQ Responses Must Be Delivered

RFQ responses must be delivered to the following address:

Franklin County
Purchasing Department – 25th Floor
Attn RFQ # 2012-46-27
373 South High Street
Columbus, Ohio 43215-6315

Section 2.09 Clarifications, Amendments, and Addendums

If an offeror discovers any inconsistencies, errors, or omissions in the Request for Qualification the offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable.

Clarifications must be submitted by the date stipulated on the aforementioned Calendar of Events. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all responses.

During the RFQ process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the RFQ documents. Amendments / addendums will be included in the RFQ documents and will become a part of Contract. Amendments / addendums may be issued at anytime preceding the RFQ opening date.

The County reserves the right to postpone the RFQ opening for its convenience. Any information given a prospective Offeror concerning the RFQ will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this RFQ posting. Those interested in submitting a response to this RFQ shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

When it is necessary to modify a Request for Qualification the County does so by written amendment or addendum only. All amendments / addendums will be posted to the Purchasing Department's website at: www.franklincountyohio.gov/bidops/. Oral instructions, given before the opening of an RFQ or the award of a contract, will not be binding.

Section 2.10 Corrections before RFQ Opening

Prior-to the RFQ opening, if an offeror withdraws its response and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Offeror. The omission of an offeror's signature or initials to a modification may result in a response being determined to be not responsive. Any corrections made must be completed outside of all County offices. It is preferable that all corrections are made off of the County premises. It is the responsibility of the offeror to resubmit a corrected response within the time constraints of the established RFQ opening time and date. Failure to resubmit a corrected RFQ response within the established time and date shall be considered late and will not be accepted. Corrected responses received through the mail after the specified RFQ opening date and time will be returned to the Offeror unopened.

Section 2.11 Corrections after RFQ Opening

After the RFQ opening, Offeror's may only withdraw their response as provided in Ohio Revised Code §9.31. Withdrawal of a response after an RFQ opening exposes an offeror to legal liability for sanctions, including costs for re-bid, or may result in a contract being awarded to the next ranked response. Offeror. Notice of a claim of right to withdraw a response submitted in error, after the RFQ opening, must be made writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the RFQ opening procedure.

Section 2.12 RFQ Responses are Firm for 90-Days

Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their bid from consideration.

Section 2.13 RFQ Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all RFQ responses and advertise for new bids on the required items, products, or services. Franklin County may reject any RFQ response, in whole or in part, if any of the following circumstances are true:

- a. RFQ response offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Qualification.

- b. Franklin County determines that awarding any item is not in the best interest of the County.
- c. Franklin County reserves the right to reject any or all of the RFQ response on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.14 Best Offeror

An Offeror is best if its RFQ response offers the best supply or service in comparison to all other Offerors as set forth in the evaluation paragraphs in the RFQ. Franklin County reserves the right to award the contract to the offeror that by evaluation best meets the county's requirements.

Section 2.15 Evaluation Process

The evaluation process will consist of the following phases:

- a. Phase 1 – Initial review of bids for compliance
- b. Phase 2 – Evaluation of Bid Submissions

Phase 1 - Initial Review of RFQ Response

Franklin County will review all bids for their format, completeness, and compliance.

Phase 2 - Evaluation of RFQ Documents

Franklin County will evaluate each bid and the requirements according to the criteria contained in this part of the RFQ. At any time during this phase, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its RFQ if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interests to do so.

Bid Evaluation Criteria

Franklin County will rate the RFQ responses submitted in response to this RFQ based on specific criteria. Franklin County's determination of "best" offeror includes, but is not limited to the following factors (not ranked in any relative order of importance):

- a. Capability of the Offeror to perform specifications
- b. Quality of product/services in relation to specifications
- c. The experience / references of the Offeror
- d. The Offeror's conduct and performance on previous contracts
- e. Warranty Information
- f. Product Stewardship Information

This is intended to be an award to multiple vendors. Franklin County reserves the right to reject all RFQ responses and re-bid, or not to make any award. RFQ responses are typically evaluated within 60-days.

Section 2.16 Communication during Evaluation

During the evaluation process, unless requested by the County as part of the evaluation process, any attempt on the part of the offeror, the offertory's agent(s), or any party representing the offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the offeror, the offertory's agent(s), or any party representing the offeror to communicate with any member of the County regarding the evaluation process may be grounds for immediate disqualification of the offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.

County may request additional information to evaluate an offertory's responsiveness to the Request for Qualification or to evaluate an offertory's responsibility. If an offeror does not provide the requested information, it may adversely impact County's evaluation of the offertory's responsiveness or responsibility.

Section 2.17

References

An offeror must include with their RFQ response, at least three (3) references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Complete Appendix B with references that can accurately reflect your business relationship with them. References should be of similar scope and size to Franklin County and the using the goods or services requested by Franklin County in a similar manner.

Section 3 Pricing and Estimates

Section 3.01 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products or services to be purchased by the participating agencies or that any purchases will be made by the purchasing agencies.

Section 3.02 Pricing

A negotiated contract including pricing will be done once the RFQ reply that best meets the criteria is selected.

Draft Contract Terms and Conditions

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care.

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances.

Section 4.02 Indemnification

The offeror shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees receiving supplies or services under this contract from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Offeror's performance of the work required under this Contract and including Offeror's employees and agents.

Section 4.03 Offeror's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a response, Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the RFQ without notifying the County of such finding.

Section 4.04 Performance Bond Requirements

Not required for this contract

Section 4.05 Ethics

All Contractors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

After the RFQ responses are opened they are public record as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the RFQ will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C.

§149.43. Any portion of the RFQ response to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43. The negotiate contact including pricing and the reply to his RFQ shall be considered public information.

Section 4.07 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractors response. The Franklin County Board of Commissioners must be identified as ***additional insured, project name, and the RFQ number*** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars

During the term of this Contract and any extension thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 4.11 Governing Law

This Contract shall be governed by and construed in all respects in accordance with the laws of the State of Ohio. Any disputes arising under this contract shall be settled in a court of competent jurisdiction, located in Franklin County, Ohio.

Section 5 Time of Performance

Section 5.01 Time of Contract

The exact Contract commencement date and expiration date shall be set forth in the contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

Not applicable to this RFQ.

Section 5.03 Contract Extension at the End of Any Contract Period

The Contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new RFQ or completion of the contract extension.

Section 6 Delivery

Section 6.01 F.O.B. - Destination

Contractor must provide supplies or services under this Contract F.O.B. - Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice.

Section 6.02 Delivery of Goods or Services

If Contractor is not able to deliver the supplies or services on the date and time specified by the participating agency on the agency's order document, Contractor must coordinate an acceptable date and time for delivery to the agency. If the Contractor is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

The Contractor is required to provide to the goods or services agreed to under the contract. If, during the course of the contract the Contractor changes suppliers, the County will require that the contract be completed at the agreed to pricing and delivery requirements. Failure of the Contractor to provide the required goods and services will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 6.03 Minimum Orders

There are no minimum orders limits required or authorized, unless stated otherwise. The Contractor will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc). All fees will be noted

in the Contractors RFQ and will be made known at the time of submittal.

Section 7 Invoicing, Payment and Taxes

Section 7.01 Standard Invoice and Payment

The Contractor shall submit a proper invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order to receive consideration for payment. A “proper invoice” is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Invoice shall include, at a minimum:

- 1) Agency account code
- 2) Name and address of the contractor
- 3) Billing period
- 4) Location
- 5) Unit cost (must match Contract pricing)
- 6) Calculated extended cost
- 7) Shipping/billing address
- 8) Invoice Number
- 9) Customer service telephone number

Section 7.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

Section 8 Contract Administration and Reports

Section 8.01 Contract Administration

The management of the Court of Common Pleas, Domestic Relations and Juvenile Branch and the Franklin County Purchasing Department and will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing and failure of the Contractor to rectify the infraction(s) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02 Usage Reports

The management of the Franklin County Purchasing Department may request various reports regarding performance of this Contract. The Contractor will respond to such requests in a timely manner. All reports will be provided at no cost to the County.

Section 8.03 Quality Assurance

The Contractor is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery and/or installation will be replaced at no cost to the County. Any goods that do not meet or do not perform to the guarantee of the manufacturer’s warranty will be replaced by the

Contractor immediately at no cost to the County. It is the responsibility of the Contractor to return any defective goods to the Manufacturer.

If authorized by the County, the Contractor is responsible for installation of all goods and for the removal of all packaging material. If during installation the Contractor or their subcontractor damages any goods then the Contractor will replace those damaged items at no cost to the County.

Section 8.04 Warranties

The contractor warrants that the products being provided meet all applicable standards requested in the Scope of Work.

Section 8.05 Returned Goods Policy

Not applicable to this contract

Section 9 Contract Cancellation; Termination; Remedies

Section 9.01 Contract Cancellation

The County may cancel this Contract Upon any one of the following events. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination

Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 30-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County.

3) Cancellation for Failure to Retain Certification

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 9.02 Termination for Default:

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor:

- a) Fails to Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- b) Fails to Make progress, so as to endanger performance of this Contract; or
- c) Allows counties, townships, and other political subdivisions utilizing this contract under Section 11.02 Joint Purchasing Program Contract Opportunities to modify or make changes to any and all aspects of the County's contract.

Franklin County **may exercise** its right to terminate this Contract under this Section of the Contract if after receipt of the notice from Franklin County specifying the failure the Contractor **does not offer a plan to cure**

such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

- a. If Franklin County terminates this Contract in whole or in part, for default under this Section 9.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.
- b. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- c. If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- d. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

Section 10 Certifications and Affidavits

Section 10.01 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

Section 10.02 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this contract including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this contract.

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the RFQ specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days

after notification to award to: Franklin County, Purchasing Department, 25th Floor, and 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit- 1 (*Non-Collusion Affidavit*) of the RFQ, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing RFQ; that such RFQ reply is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham response; or colluded or conspired to have another not respond and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the RFQ price of its response with any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed Contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this RFQ, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit A-2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All Contractors must be willing to enter a Contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every Contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the Contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the Contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates.

That no Contractor, Subcontractor, or any person acting on behalf of any Contractor or Subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 10.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit A-3 (*Delinquent Personal Property Taxes*) of the RFQ, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 11 Special Considerations

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the County's

commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County's intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County's intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners' environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as "Green Seal", "Indoor Advantage", "Eco Logo" or "Energy Star".

To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer proposing alternative products to the goods that were bid or specified.

Section 11.02 Cooperative Contract Opportunity

Not applicable to this contract.

Section 11.03 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

Section 11.04 Entire Agreement/Amendment/Waiver

This Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Agreement shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 11.05 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by telecopier or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Printed Company Name

Attention:

Applicable Company Contact

Address:

Street or PO Box

Address #2:

City, State and Zip

Telephone:

(____) _____ - _____

Facsimile:

(____) _____ - _____

If to the County:

Franklin County Purchasing Department
Attention: Purchasing Director
373 S. High Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 525-7266
Facsimile: (614) 525-3144

APPENDIX A

AFFIDAVITS AND DECLARATIONS

The following pages contain the Affidavits and Declaration required for this RFQ:

NON-COLLUSION AFFIDAVIT, Exhibit A-1

(Must be Completed and Notarized)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT, Exhibit A-2

(Must be Completed and Notarized)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT, Exhibit A-3

(Must be Completed and Notarized)

SMALL AND EMERGING BUSINESS INFORMATION, Exhibit A-4.

(Please Complete for Informational purposes. Does not need to be notarized.)

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____being first duly
SWORN,

deposes and says that they are the _____or authorized representative

of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bids price of affiant or any other bidder; to fix any overhead, profit or cost element of said bids price, or of that of any other bidder; to secure any advantage against the County of Franklin or any person or persons interested in the proposed contract; that all statements contained in said bids of bids are true, and that, such bidder has not, directly or indirectly submitted this bids, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____

being first
Printed Name

duly sworn, deposes and says that they are

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

EXHIBIT A-3

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Project: Unified Relational Database for Court Departments.

Department: The Franklin County Court of Common Pleas Juvenile Branch

RFQ No.: 2012-46-27

State of _____ County of _____, ss:

_____ Being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,

and as it's duly, authorized representative states that effective this day of _____,

() is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

() is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

County Amount (include total amount and any penalties and interest thereon)

Franklin \$ _____

_____ \$ _____

_____ \$ _____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20____.

(Notary Public)

Section 5719.042 O.R.C.
(Seal)

My Commission expires _____, 20____

Exhibit A-4
Small and Emerging Business Information:

Franklin County is seeking for statistical purposes information of the size and demographic type of vendors replying to our bids. Please take a moment and check the following descriptions that apply. This is only for information purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

☐ **Disadvantaged Business Enterprise (DBE) Definition**

Disadvantaged business concern, as used in this definition, means a small business concern that has received certification as a disadvantaged business concern consistent with 13 CFR part 124, subpart B; and (1) no material change in disadvantaged ownership and maintained by the Small Business Administration.

☐ **Minority Business Enterprise (MBE) Definition**

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities. The County may request verification of self-certification by requiring a vendor to show evidence of MBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

☐ **Small and Emerging Business (SEB) Definition**

A small and emerging business is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether processes, patents, license agreements, facilities, sales territory, and nature of business activity, Emerging Business, for the purpose of this program, shall be defined as those businesses that are not greater than 50% of the small Business Administration criteria for a small business. Such businesses shall be headquartered or have significant presence in Franklin County.

☐ **Women Business Enterprise (WBE) Definition**

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women. The County may request verification of self-certification by requiring a vendor to show evidence of WBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County.

☐ **None of the Above**

The business bidding does not meet one of the above definitions.

APPENDIX B

REFERENCES

Please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide products or services or a similar scope to this bid. Failure to provide three references may be annotated as a discrepancy during evaluation.

1) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

2) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

3) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

APPENDIX C

PERFORMANCE BOND DATA SHEET

A Performance bond is not applicable to this bid.

APPENDIX D

Bidders Deliverables Checklist

All of the Below Requested Documents + Scanned to a CD Rom

Form Or Document	Description & Number of Documents	✓
Three Original Copies (unless otherwise noted) of all Documents in this RFQ in Completed Form	Three original copies of all documents in the RFQ packet including those listed below.	
Document Cover Sheet	3 Completed Documents with requested information	
Reply/No Reply Form	3 Completed Documents	
Contract Terms and Conditions, <u>in its entirety</u>)	3 Copies Indicating acceptance of the Terms and Conditions	
Workmen's Compensation Liability Certificate	3 Copies (If required by law to provide)	
Certificate of Insurance	3 Copies. The Franklin County Board of Commissioners and this RFQ Number must be identified as additional insured.	
Appendix A-1, A-2 & A-3 Collusion, Tax & Non-Discrimination Affidavits	3 Signed and Notarized Originals of Each Document	
Appendix A-4 & A-5 Declaration RE: Material Assistance/Non-Assistance to a Terrorist Organization & Small & Emerging Business Info.	3 Signed Originals of the Completed Document.	
Appendix B References	3 Completed Originals of the Document.	
Appendix C Performance Bond	3 Completed Originals of the Document. If no performance bond is required, leave blank.	
Appendix D Bidders Deliverable List	3 Completed Originals of the Document Indicating Fulfilling the Requested Deliverables.	
Appendix E RFQ Scope of Work	3 Completed Originals of the Document.	
CD ROM Copy of Documents	1 CD ROM with copy of all completed contract documents and requested samples/examples.	

APPENDIX E

Scope of Work and Background

REQUEST FOR QUALIFICATIONS

Introduction

The Franklin County Court of Common Pleas Juvenile Branch (Court) is seeking proposals from qualified consultants to guide the Court through the development of a Request for Proposal for a Unified Relational Database for Court Departments. The single information solution will replace and unify current independent Lotus Notes databases and paper-based methods of gathering data and using data to populate forms and to produce standard indicators, and regular and ad hoc reports in the Juvenile Probation Department, Juvenile Detention Facility, courtrooms and other departments related to juvenile justice.

The Consultant's role will be to document data needs of Court Departments based upon usage of the current systems and use this information to guide and assist in the development of functional standards for the RFP for the unified database solution.

Background Information

Structure of Juvenile Branch. Five Domestic Relations/Juvenile Court Judges and eight Juvenile Magistrates hear the following Juvenile case types. These are the case types that the Unified Relational Database will support.

- Delinquency (formal or informal cases);
- Unruly (formal or informal cases);
- Miscellaneous Case – In Re; and
- Department of Youth Services.

A variety of Court Departments interact with the youth involved in these court actions. These are the departments that will input data and utilize data indicators and the reporting functions of the Unified Relational Database.

- Juvenile Detention Facility;
- Arraignment;
- Electronic Monitoring;
- Pre-Sentence Investigation;
- Intake/Diversion;
- Probation and Programs;
- Court Rooms; and
- Administration.

CURRENT ENVIRONMENT

Lotus Notes Databases

In response to various needs of the Court, several non-relational databases exist in Lotus Notes to track Court-involved youth, produce pre-populated forms and provide raw data for reporting. Although youth are generally involved with multiple Court departments, each department uses a separate Lotus Notes application. There are no interfaces between the individual departmental applications, therefore, a significant amount of redundancy occurs as each department enters information on the same cases. Furthermore, data are entered at a case level, so redundant information is gathered and entered by the same departments when

the same youth reoffends. There is no unique identifier for youth involved with the Court. There is no functional ability to track an individual youth across time, in terms of multiple filed cases, and across process, in terms of movement through the juvenile justice system.

Scope of Work

The Court is seeking a qualified consultant to develop functional standards for an RFP so the Court can solicit proposals, evaluate, acquire and implement a Unified Relational Database application for the Juvenile Probation Department, Juvenile Detention Center, related departments and integrate the paper-based method used in the courtrooms within the application.

The consultant who is chosen to develop the SOW for this RFP will not be permitted to participate or be awarded a contract from the resulting RFP.

Requirements

The Court is looking for a consultant that can demonstrate the ability to provide the following:

1. Assessment of data needs and usage by diverse Court departments, some of which currently use non-relational databases and some of which use paper-based methods.
2. Utilize the documentation to assist in preparing the functional standards that the Court will use to develop a RFP.
3. Assist in the development of tools to evaluate proposals from prospective vendors.
4. Provide a quote for an option to act as Project Manager for the implementation of this solution **(choosing not to propose this option, will not eliminate the vendor from consideration).**

Vendors shall respond by the providing the following information:

Describe the methodology for documenting the data acquisition and use and for developing functional standards for the RFP. Please limit your response to no more than ten (10) pages.

Provide two examples, with references, of similar work completed that demonstrates your experience in the development of a RFP. The information on the references should include the contact person's name, title, agency, address, telephone number.

Describe how you would develop evaluation criteria for the RFP and any related materials that will allow the Court to properly evaluate the proposals. Describe your experience in evaluating proposals that are in similar scope and nature as the proposed RFP for the Court.

Provide a timeline for the completion of the above requirements, which shall show the approximate times when key activities will occur and their general sequence (Gantt chart). Include key deliverables such as the documentation of the work flow process, completion of the functional standards and evaluation criteria.

Provide resumes and a brief narrative (no more than two pages) summarize the experience and qualifications of each individual assigned to the project and identify who would be the point of contract for the project.

The Court may engage the consultant to serve as the Project Manager for the installation and implementation of the selected system. Describe your experience with project management that is in similar scope and nature as the proposed RFP. Provide the resume and a brief narrative (no more than two pages) summarizes the experience and qualifications the Project Manager. Provide two examples, with references, of similar work completed that demonstrates your experience as a Project Manager. The information on the references should include the contact person's name, title, agency, address, telephone number, and name of the project manager.