



OFFICE OF THE STATE TREASURER OF OHIO
REQUEST FOR INFORMATION – TRANSPARENCY TECHNOLOGY SERVICES
RELEASED: MARCH 2, 2015

I. Introduction

The purpose of this Request for Information (“RFI”) is to solicit information regarding transparency technology services for the office of the Ohio Treasurer of State (hereinafter “Treasurer’s office”). The Treasurer’s office is exploring third-party technical capability and resource capacity to efficiently administer the posting of multiple government expenditure databases on a central, online transparency platform to supplement the Treasurer’s existing transparency resources for assisting local Ohio governments in placing their checkbook-level financial data online.

This RFI is for the benefit of the Treasurer’s office and is intended to provide competitive information to assist the Treasurer’s office in the possible selection of providers of transparency technology services as contemplated herein. Each firm responding to this RFI is responsible for submitting a response that complies with the approved submission procedures and satisfies the objectives set forth in this RFI.

The Treasurer’s office may select one or more qualified firms to provide transparency technology services. The successful proposing firm(s) selected through this process will be expected to provide all items described in the scope of services described below; provided, however, the Treasurer’s office may select one or more qualified firms to provide only certain services identified in the scope of services. The Treasurer’s office shall not bear any costs of a responding firm (“Respondent”) in connection with responses to this RFI.

II. Submission of Response

A Respondent must submit an electronic copy of its response. Submission of a physical copy is optional. The electronic submission may be sent to the email address provided below or included with the submission of a physical copy of the response on a compact disc or DVD. The narrative portion of the response, including any and all attachments, shall not exceed ten (10) pages in length on 8 ½” x 11” paper, and shall be single spaced and use a minimum of 12 point font. The narrative portion should be submitted in searchable PDF or Microsoft Word format. Exhibits to the narrative portion may utilize a multimedia format.

A single-page cover letter and accompanying table of contents may be submitted with the response at the discretion of the Respondent and will not count toward the page limit.

There will be a period during which the Treasurer’s office will be able to respond to written questions submitted by potential respondents. Potential respondents with questions concerning this RFI may submit their questions via email to Seth Metcalf, Deputy Treasurer & Executive Counsel, at RFPquestions@tos.ohio.gov, **no later than March 13, 2015**. The Treasurer’s office will prepare responses to written questions and requests for interpretation and post those responses on the website of the Treasurer’s office at www.tos.ohio.gov/forms. It is the policy of the Treasurer’s office to generally accept questions and inquiries from all potential respondents. Please note that all written questions and answers may be a matter of public record and could be made available to other RFI respondents.

Unless the due date is extended by the Treasurer’s office, responses must be received by the Treasurer’s office **no later than 4 p.m. on March 20, 2015**. A response shall be delivered/mailed to:

**Seth Metcalf
Deputy Treasurer & Executive Counsel
Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215**

OR

seth.metcalf@tos.ohio.gov

Responses will remain confidential until evaluations are performed and a recommendation is made.

Respondents may be subject to an interview, subject to Treasurer’s office discretion. The Treasurer’s office reserves the right to reject all responses to this RFI or to solicit additional information from Respondents subsequent to the response deadline to this RFI. The Treasurer’s office may consider any other information, including information not requested or submitted in response to this RFI, and reserves the right to investigate references and past performance of any Respondents with respect to its performance of similar services, compliance with past RFI and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

In the event that it becomes necessary to revise any part of this RFI, amendments will be provided to all Respondents that expressed interest in responding to the original RFI.

This RFI is not and shall not be construed as an offer to purchase services by the Treasurer’s office. Any binding arrangement for services will be evidenced by a separate Agreement executed by the Treasurer’s office. Terms representative of those required in Treasurer of State of Ohio services contracts are included in Exhibit A to this RFI. Any verbal communication from the employees of the Treasurer’s office or any other parties concerning this RFI is not binding on the Treasurer’s office, and shall in no way alter a specification, term, or condition of this RFI.

Calendar of Events

Item	Deadline
Request for Information released	March 2, 2015
Deadline for written questions	March 13, 2015
Response due back to Treasurer’s office	4 p.m. on March 20, 2015
Selection	To be determined

III. Scope of Services

The Treasurer's office is requesting information concerning Respondent's technical capability and resource capacity to efficiently administer the posting of multiple government expenditure databases on a central, online transparency platform. These transparency technology services include, but are not limited to, data intake, database administration, data storage and hosting, and online transparency platform design, operation, and maintenance incorporating industry best practices.

IV. Information to be Provided by Respondent

1. Provide information describing your capability to provide the scope of services.
2. Provide information describing your pricing structure for the scope of services.
3. Provide information describing the firm's experience in providing transparency technology services to other governments, including three government references.
4. Provide any additional information that you believe to be relevant to this RFI, your capabilities to provide the transparency technology services requested, and any related or similar services you can provide.

V. Evaluation Criteria

The Treasurer's office reserves the right to reject any and all responses, or to select any response deemed to be in the best interest of the taxpayers. Selection of a firm(s) will be based on the criteria described below. A firm's response should provide a level of clarity and detail that is sufficient to allow the staff of the Treasurer's office to adequately judge the expertise, experience, and capabilities of the firm and make an appropriate recommendation. The lowest cost response will not necessarily result in the selection of a firm.

1. Respondent's ability to provide the scope of services.
2. The extent to which the Respondent's response compliments the Treasurer's office's transparency resources.
3. Respondent's ability to respond in a timely manner to the needs of the Treasurer's office.
4. Demonstrated understanding of the goals and objectives of the Treasurer's office.
5. Pricing structure.

VI. Certifications and Prerequisite Qualifications

In addition to responding to the foregoing items, the Respondent certifies that:

1. All of the firm's information and representations in the response are material and important, and the Treasurer's office may rely upon the contents of the response in making any selection. The Treasurer's office shall treat any material misstatement, omission, or misrepresentation as fraudulent concealment of the true facts relating to the response.
2. The firm certifies compliance with all terms, conditions, and specifications of this RFI.
3. The firm's position will not create any conflict of interest for the firm (legal, business, etc.) or any of its assigned personnel, and it will promptly disclose to the Treasurer's office any such conflict of interest if, as, or when it arises and becomes known to the firm.
4. The firm is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, sex, age, disability, national origin, or veteran status.
5. All of the assigned personnel of the firm who are not United States citizens will have executed a valid I-9 form and have valid employment authorization documents.
6. The firm is not currently in violation of, or under any investigation or review for, a violation of any state or federal law or regulation that might have a material adverse impact on the firm's ability to serve if selected.
7. The firm is and will remain in compliance with all applicable federal, state, and local laws, including but not limited to, the applicable provisions of the following, for which it also makes the following related certifications:
 - a. The Federal (41 United States Code § 701(a)) and Ohio (Ohio Revised Code ("ORC") § 153.03)) Drug Free Workplace Acts. The firm will make good faith efforts to ensure that all of its employees are not under the influence of illegal drugs or alcohol or abuse prescription drugs in any way while working on State property.
 - b. State of Ohio ethics (ORC Chapter 102 and ORC §§ 2921.42 and 2921.43) and lobbying (ORC §§ 101.70 and 121.60 et seq.).
 - c. ORC Chapter 3517, campaign financing, including that all applicable parties listed in ORC § 3517.13(I)(3) or (J)(3) are in full compliance with ORC § 3517.13(I)(1) and (J)(1).
 - d. ORC § 9.24. The firm is not subject to an "unresolved" finding for recovery under that section.
8. Respondent acknowledges that the Treasurer's office has informed Respondent that it has been classified as an independent contractor or other classification other than public employee, as defined in Ohio Administrative Code § 145-1-42(A)(2). Respondent agrees to comply with and provide all necessary information to the Treasurer's office to comply with ORC §§ 145.036-.038. In compliance with these ORC sections, the Respondent also agrees to complete the acknowledgement form prescribed by the Ohio Public Employees Retirement System at the time the Agreement is negotiated or executed.

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EXHIBIT A – OHIO TREASURER OF STATE SERVICE CONTRACT LANGUAGE

The following language is representative of terms required in Treasurer of State of Ohio contracts.

APPLICABLE LAW; VENUE: This Agreement and the rights and obligations of the Treasurer’s office and firm shall be governed by the laws of Ohio. Venue for all actions shall occur in the appropriate court in Franklin County, Ohio.

ASSIGNMENT: Neither this Agreement or any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer’s office. In addition, during the term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

AUDITOR OF STATE FINDINGS: The firm affirmatively represents and warrants to Treasurer’s office that it is not subject to a finding for recovery under ORC § 9.24 or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The firm agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties, and any funds paid by the State hereunder shall be immediately repaid to the State, or any action for recovery of the funds may be immediately commenced by the State for recovery of said funds.

BUSINESS EXPENSES: Unless expressed otherwise in this Agreement, the firm shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

CERTIFICATION OF FUNDS: It is expressly understood and agreed by the parties that all funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligation due hereunder, the State’s obligations under this contract are terminated as of the date that the funding expires without further obligation of the Treasurer’s office, provided that the firm shall be paid for all obligations incurred by the Treasurer’s office in connection with services performed through the date of termination. The parties further understand that this agreement is subject to ORC § 126.07.

FIRM’S REPRESENTATIONS AND WARRANTIES – COMPLIANCE WITH LAWS:

The firm, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, etc.

1. **DRUG FREE WORKPLACE:** The firm agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees engage in the work purchase, transfer, use or possession of illegal drugs or alcohol, or abuse prescription drugs in any way.
2. **NONDISCRIMINATION OF EMPLOYMENT:** Pursuant to ORC § 125.111, the firm agrees that the firm or any person acting on behalf of the firm shall not discriminate by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the services. The firm further agrees that the firm and any person acting on behalf of the firm shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

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

4. **CONFLICTS OF INTEREST:** During the term of the Agreement, no personnel of the firm who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the services shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer's office in writing. Thereafter, he or she shall not perform any services under this Agreement, unless the Treasurer's office shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

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

6. **QUALIFICATIONS TO DO BUSINESS:** The firm affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement, the firm, for any reason, becomes disqualified from conducting business in the State of Ohio, the firm will immediately notify the Treasurer's office in writing and will immediately cease performance of the services under the Agreement.

7. **CAMPAIGN CONTRIBUTIONS:** The firm hereby certifies that neither the firm nor any of the firm's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in ORC § 3517.13.

8. **DEBARMENT:** The firm represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25.

FORCE MAJEURE: The firm shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions, loss, or malfunctions of utilities, transportation, computer (hardware or software), or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment, or transportation.

Nothing in the preceding paragraph shall relieve the firm of its duty to maintain a business continuity plan that ensures that the flow of services shall continue without interruption, or in firm's obligation to perform any duty upon resuming business.

INCORPORATION: This Agreement incorporates the Request for Information, the Response to the Request for Information, and all attachments and exhibits. However, if a conflict should arise between the Agreement and the Request for Information, the Response to the Request for Information, and any attachment or exhibit, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement shall be in writing.

LIABILITY:

1. The firm agrees to indemnify and to hold the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to firm's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
2. The firm shall bear all costs associated with defending the Treasurer's office and the State of Ohio against any claims.
3. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

MISCELLANEOUS:

1. **WAIVER:** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
2. **NOTICES:** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
3. **CONFLICT:** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
4. **HEADINGS:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

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

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

7. **EXECUTION:** This Agreement is not binding upon the Treasurer's office unless executed in full, and is effective as of the last date of signature by the Treasurer.

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

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

NO THIRD-PARTY BENEFICIARIES: In performing hereunder, the firm is acting solely on behalf of the Treasurer's office and no contractual or service relationship shall be deemed to be established hereby between the Treasurer's office and any other person.

PUBLICITY: Any use or reference to this Agreement by the firm to promote, solicit, or disseminate information regarding the scope of this Agreement is prohibited, unless otherwise permitted in writing by the Treasurer's office.

TERMINATION: This Agreement may be terminated without cause and without penalty by the Treasurer's office by giving written notice to the firm. Such termination shall not affect any outstanding transactions or any obligation under this Agreement which is then outstanding and the provisions of this Agreement shall continue to apply to each transaction and each obligation until all the obligations of each party to the other under this Agreement have been fully performed.

TRANSFER COSTS: The firm agrees that it shall bear all costs associated with the transfer and assumption of obligations by the firm under the Agreement.