OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS
e-Billing / Legal Matter Management System

AGO-eB-LMS-20-1001

October 1, 2019

Proposals *must* be received and stamped at:
Ohio Attorney General's Office
Information Technology Services Section
ATTN: RFP REVIEW COMMITTEE (AGO-eB-LMS-20-1001)
150 East Gay Street, 20th Floor
Columbus, Ohio 43215

On or before:

October 31, 2019 at 3:00 PM Eastern Daylight Time

SECTION 1.0 INTRODUCTION

1.1. Background

Ohio Attorney General Dave Yost is an elected official who is the lawyer for the State of Ohio and its agencies, boards and commissions. The office consists of nearly 30 distinct sections that advocate for consumers and victims of crime, assists the criminal justice community, provide legal counsel for state offices and agencies, and enforce certain state laws.

The Ohio Attorney General, pursuant to R.C. 109.07, is empowered to appoint special counsel to represent the State in civil actions, criminal prosecutions or other proceedings in which the State is a party or directly interested. Special counsel may be selected to provide legal services that range from general matters to highly specialized areas, such as intellectual property, real estate, benefits, and litigation.

The Outside Counsel Section of the Ohio Attorney General's Office is responsible for the engagement, retention, and oversight of private sector attorneys appointed as special counsel by the Attorney General to provide legal representation to State Entities[1]. This includes approving all special counsel bills and submitting them to the State Entity for approval. The annual legal spend is approximately $25,000,000.00.

The Outside Counsel Section currently uses two systems to manage special counsel matters and invoices:

One of the systems is a SaaS based e-billing and matter management system that is primarily used for managing matter budgets and submitting and reviewing invoices. This system was initially implemented in the Ohio Attorney General's Office in 2008. The system has approximately 140 AGO/Client users and 8,423 law firm users (for 171 law firms) with various roles/permissions. It has approximately 2,700 parent matters, 15,300 child matters and 175,300 invoices for the period from September 2008 to August 2019.

The other system is an in-house developed system that is primarily used for managing special counsel matters. This system is 20 years old – it is on a legacy platform and uses outdated technology. The system only has five (5) users. It has approximately 22,400 matters and 72,800 invoices for the period from July 1998 to August 2019.

[1] State Entities (aka "Clients") include state agencies, colleges, universities, retirement systems, boards and commissions for non-collections matters. The State Entity is responsible for paying the special counsel bills.

1.2. Current Request

The Ohio Attorney General's Office (AGO) is pleased to release this Request for Proposals (RFP) for a cloud based e-billing / legal matter management system. This cloud based e-billing / legal matter management system will provide special counsel with the ability to submit invoices for legal services rendered to state entities and for the timely review and processing of those invoices.

The AGO is also interested in possibly using the system for legal matter management such as tracking matter assignment information, controlling board request information and determining future fiscal year budget projections. The focus of this RFP is to provide e-billing management; however, prospective contractors may include in their response an approach and estimated cost for providing legal matter management.

1.3. Contact

Until the AGO advises differently, all contact is to be in writing using the State of Ohio Procurement site.
https://procure.ohio.gov/proc/searchProcOppsResults.asp?t1=0&IN=&DBN=&SK=&MT=All&KST=All Words&OT=RFP&OSTAT=Active&SDT=0&SD=&ED=&A=10722&AT=Attorney General&OTT=Request For Proposal&SDTT=- Select Type - &MTT=&OSTATT=Active

All inquiries and responses will be posted to the same web site.

The due date for any inquiry within the intent and scope of this RFP ***must*** be received by the **RFP Inquiry Deadline Date/Time** found in the Procurement Schedule table.

1.4. Schedule of Events and Deadlines

The AGO will orient the procurement to the dates indicted in the table below.

Table 1 – Procurement Schedule

No.	Action	Date
1	RFP Released	October 1, 2019
2	**RFP Inquiry Deadline Date/Time:** Written Questions for Clarification Must be Submitted by Contractors no later than 03:00 pm Eastern Daylight Time	October 14, 2019 03:00 p.m.
3	Contractor Questions Answered (Addendum posted by the AGO as necessary)	October 17, 2019
4	**RFP Proposal Response Deadline Date/Time:** Must be Received From Contractors No Later Than 03:00 p.m. Eastern Daylight Time	October 31, 2019 03:00 p.m.
5	AGO Review and Evaluation of Proposals	November 2019
6	Contractor Presentations, Interviews, and Demonstrations (if requested by the AGO)	November 2019
7	Apparent Successful Contractor Notification	December 2019
8	Contract Process and AGO Due Diligence	December 2019
9	Signed Contract and Controlling Board Process	December / January 2019
10	Project Kickoff	February 2020

1.5. RFP Proposal Response Deadline and Ship-To Address

One original, six (6) conforming paper copies, and one electronic copy on a USB drive of the contractor's proposal in response to this RFP (a "Proposal") ***must*** be received by the AGO no later than the date indicated in the Procurement Schedule table above.

Proposals ***must*** be shipped or hand delivered to the following address.

Ohio Attorney General's Office
Information Technology Services Section
ATTN: RFP REVIEW COMMITTEE (AGO-eB-LMS-20-1001)
150 East Gay Street, 20th Floor
Columbus, Ohio 43215

An individual authorized to bind the prospective contractor to the provisions of the Proposal ***must*** sign the original Proposal in blue ink. Proposal responses ***must*** address all requirements of this RFP.

Proposals ***must*** be received at the above-listed location by the appointed date/time in order to be considered. Prospective contractors submitting a Proposal by mail ***must*** allow adequate mailing time to ensure its timely receipt.

Proposals received after the due date and time may not be accepted, reviewed or considered for award. Any extension of the deadline date/time will be published by the AGO as a formal RFP amendment on the website provided above. Late Proposals that are not accepted will remain unopened and they will not be returned to the contractor. Additionally, any Proposal deemed incomplete by the AGO will not receive any additional consideration for award and will not be returned. The AGO may reject all late and incomplete RFP Proposals regardless of the cause or reason.

It is essential that prospective contractors carefully review all elements in their Proposals. Once opened, Proposals cannot be altered in any way, except as expressly permitted by the processes of this RFP. The AGO may also reject any Proposal that it believes is not in its interests to accept, and the AGO may decide not to do business with any of the prospective contractors responding to this RFP. Moreover, the AGO may decide to cancel this RFP for any reason, or issue another RFP, if it is in the best interest of the AGO to do so.

The AGO will not be liable for any costs incurred by a prospective contractors in responding to this RFP, regardless of whether the AGO awards any contract(s) through this process, decides to cancel this RFP for any reason, or issues another RFP if it is deemed to be in the best interest of the AGO to do so.

The AGO is not responsible for the accuracy of any information regarding this RFP and any amendments that were obtained or inferred through a source different from this RFP or the AGO.

The AGO prohibits multiple Proposals from a single prospective contractor. If a contractor submits multiple proposals, all proposals from that contractor will be rejected.

The AGO will notify a prospective contractor via e-mail or letter if the Proposal was rejected for being late, incomplete or any other reason.

SECTION 2.0 SCOPE

Through this RFP, the AGO seeks a contractor to provide a Commercial-off-the-Shelf ("COTS") software for a cloud based e-billing / legal matter management solution or to propose a response that works with the current e-billing / legal matter management system to meet the needs set forth in this RFP. The AGO intends to select the solution that best supports the requirements described in this RFP and reserves the discretion to select either approach.

The contractor's solution will include data migration from fiscal years 2008 to present from the current SaaS based e-billing / matter management system to the selected system.

The contractor's solution should also include all associated implementation services (e.g., project management, installation, configuration and/or modification, data conversion mapping, testing, training -including project specific materials and videos, system documentation, etc.).

The contractor's solution can also include a proposal for the optional addition to provide legal matter management. This includes migrating data for fiscal years 1999 to present from the current in-house developed legal matter management system to the selected system.

Please note that the resulting contract will initially only include the e-billing management functionality. Prospective contractors ***must*** submit a Proposal to this RFP for the e-billing management functionality and may choose to submit a separate Proposal for the legal matter management functionality. The AGO may, at its discretion, utilize the same system for both e-billing and legal matter management, subject to future budget allowances and administrative approvals. The AGO may negotiate the legal matter management scope of work with the successful contractor at any time.

2.1. Requirements

Attachment A to this RFP lists the requirements for the e-billing / legal matter management system. This attachment includes requirements for e-billing management and the optional legal matter management. Attachment A to this RFP also explains the instructions for responding to the requirements.

2.2. Scope – Deliverables

The scope of work includes project management, systems analysis and design, configuration/development, testing, data conversion, training (including project specific materials and videos), implementation, acceptance, transition, related documentation, system maintenance, and enhancement. The specific deliverables expected for this RFP will be determined during Statement of Work negotiations.

SECTION 3.0 TERMS AND CONDITIONS

This section enumerates and defines the terms and conditions that apply to this RFP, any verbal and written communication permitted under this RFP, and to any ensuing contractual relationship that the AGO may enter into with a prospective contractor.

3.1. Budget and Payment

The award of this RFP is contingent upon the AGO receiving funding from an AGO funding source. The AGO reserves the right to conduct negotiations with one or more prospective contractors during the Proposal review process. Prospective contractors may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AGO's sole discretion, compensation, though compensation will not be the sole factor in determining an award.

Please note, the selected Contactor will not be permitted to charge law firms for access to the system. Firm access fees ***must*** be included in the total annual license cost.

In consideration of the selected contractor's promises and satisfactory performance of the scope of work, the AGO will pay the selected contractor the amount(s) identified in the response to this RFP (the "Fee") and as negotiated. In no event will payments under the resulting contract exceed a "not-to-exceed" amount in response to the RFP. The selected contractor's right to the Fee is contingent on the completion and satisfactory performance of the scope of work as set forth in the resulting contract or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the scope of work tied to the applicable milestone or period. Payment of the Fee also is contingent on the selected contractor delivering a proper invoice and any other documents the contract requires. An invoice must comply with the AGO's policies regarding invoices and their submission. The AGO will notify the selected contractor in writing within thirty (30) business days after it receives an invoice of any defect and provide the information necessary to correct the defect.

3.2. Requirements Specific to the State of Ohio

Unless the contract is terminated or expires without renewal, the resulting contract will remain in effect until the scope of work is completed to the satisfaction of the AGO, including all optional renewal periods for maintenance or continuing commitments, and the selected contractor is paid. The AGO may, at any time prior to completion of the scope of work, suspend or terminate the resulting contract with or without cause by giving written notice to the selected contractor as specified in the resulting contract.

3.2.1. Fiscal Biennium

The current Ohio General Assembly cannot commit a future Ohio General Assembly to expenditure. Therefore, the resulting contract will automatically expire at the end of each fiscal biennium (June 30th of every odd year). The AGO may renew a contract in the next biennium by issuing written notice to the contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the scope of work continues, including any optional renewal periods. Termination or expiration of a contract will not limit the selected contractor's continuing obligations with respect to Deliverables that the AGO paid for before termination or limit the AGO's rights in any way.

3.2.2. Reimbursable Expenses

The AGO will only pay for Deliverables as specified in the resulting contract. If there are any amendments to the original contract during the project lifecycle to include reimbursable expenses, then those reimbursable expenses will be in accordance with Ohio Revised Code §126.31. The selected contractor ***must*** assume all other expenses that it incurs in the performance of the resulting contract that are not specifically identified in the contract.

3.2.3. Certification of Funds

The AGO's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for the payments and other obligations due as part of the resulting contract, the AGO's obligations under the contract will terminate as of the date that the funding expires without further obligation of the AGO.

In addition, none of the rights, duties, or obligations in a contract will be binding on the AGO, and the selected contractor will not begin its performance, until all of the following conditions are met:

- All statutory provisions under the Ohio Revised Code, including Section 126.07, are met;
- All necessary funds are made available by the appropriate AGO entities; and
- If required, the Ohio Controlling Board approves the contract.

The AGO may renew the contract for additional one-year or two-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for the contract in each new biennium. Any such renewal of the contract also is subject to the satisfactory performance of the selected contractor and the needs of the AGO. The AGO's failure to renew the contract will not affect any licenses granted to the AGO before the expiration. It also will not affect the rights and the responsibilities of the parties with respect to such licenses.

3.2.4. Public Record Information

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

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

3.2.5. Trade Secret Information

All contractors are strongly discouraged from including in a proposal any information that the contractor considers to be a trade secret, as that term is defined in Section 1333.61(D) of the Ohio Revised Code. All information submitted in response to this RFP is public information once the selection process has concluded, unless a statutory exception exists that exempts it from public release. However, if any information in the Proposal is to be treated as a trade secret, the prospective contractor ***must***:

a) Clearly identify each and every occurrence of the trade secret information within the Proposal with an asterisk before and after each line containing trade secret information and underline the trade secret information itself. General language in the footer of the Proposal, such as "this document contains confidential proprietary information and may not be disclosed," is not an acceptable identification of trade secret information and will not be honored by the AGO.
b) Include a separate page that lists each page in the Proposal that includes trade secret Proposal information and the number of occurrences of trade secret information on that page (also see subsection 5.4.11).

To determine what qualifies as trade secret information, refer to the definition of trade secret as set forth in Ohio Revised Code Section 1333.61(D), which is reproduced here for reference:

> R.C. §1333.61(D). Trade Secret means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:
>
> > (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
> >
> > (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3.2.6. Governing Law

This RFP and any contracts resulting from this RFP is governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder. The selected contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

3.2.7. Liability

The selected contractor agrees to indemnify and hold harmless and immune the AGO and the State of Ohio from any and all claims for injury or damages arising from the resulting contract which are attributable to the selected contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under the contract. Such claims 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.

The selected contractor ***must*** bear all costs associated with defending the AGO and the State of Ohio against any such claims.

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

3.2.8. Warranties and Certifications with Respect to this RFP

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

a) Is eligible for award of a contract by the AGO, pursuant to Ohio Revised Code Sections 9.24, 125.11, 125.25, and 3517.13.
b) Has read the RFP, understands it, and agrees to be bound by its requirements.
c) If awarded a contract arising out of this RFP, the selected contractor ***must*** negotiate such contract in good faith, which contract ***must*** be in a form provided by the AGO.
d) Has not included any legal terms or conditions for the contract in its Proposal to this RFP, unless specifically permitted by the AGO.
e) Has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
f) Will not and will not allow any subcontractor or any person acting on behalf of the prospective contractor or a subcontractor, discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.

3.2.9. Contractor's Representations and Warranties in the Resulting Contract

The selected contractor must agree to the following provisions in the resulting contract:

a) COMPLIANCE WITH LAWS. The selected contractor, in the execution of its duties and obligations under the resulting contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
b) DRUG FREE WORKPLACE. The selected contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and ***must*** make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the scope of work, purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
c) NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111 and the AGO's policy, the selected contractor agrees that contractor, any subcontractor, and any person acting on behalf of contractor or a subcontractor, ***must*** 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 scope of work. The selected contractor further agrees that contractor, any subcontractor, and any person acting on behalf of contractor or a subcontractor ***must*** not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the scope of work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
d) AFFIRMATIVE ACTION PROGRAM. The selected contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
e) CONFLICTS OF INTEREST. No personnel of the selected contractor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the scope of work shall, prior to the completion of the scope of work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the scope of work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the contract, or who involuntarily acquires any such incompatible or conflicting personal interest, ***must*** immediately disclose his or her interest to the AGO in writing. Thereafter, he or she ***must*** not participate in any action affecting the scope of work, unless the AGO shall determine, in its sole discretion, that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
f) ETHICS COMPLIANCE. The selected contractor represents warrants and certifies that it and its employees engaged in the administration or performance of the contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws.

The selected contractor further represents, warrants, and certifies that neither contractor nor any of its employees will do any act that is inconsistent with such laws.

g) QUALIFICATIONS TO DO BUSINESS. The selected contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio, including registration with the Ohio Secretary of State, and that all are current. If at any time during the term of the contract the contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, the contractor will immediately notify the AGO in writing and will immediately cease performance of the scope of work.

h) CAMPAIGN CONTRIBUTIONS. The selected contractor hereby certifies that neither it nor any of its partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the AGO in excess of the limitations specified in R.C. 3517.13.

i) BOYCOTT. Pursuant to R.C. 9.76(B), the selected contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the contract.

j) FINDINGS FOR RECOVERY. The selected contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

k) DEBARMENT. The selected contractor represents and warrants that it is not debarred from consideration for contract awards by the Executive Director of the Ohio Facilities Construction Commission or the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

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

3.3. Non-Disclosure Agreement (NDA)

The selected contractor ***must*** agree to include in the resulting contract the standard AGO supplied Non-Disclosure Agreement (NDA) that applies to the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor.

3.4. Protective Provisions

The selected contractor ***must*** agree to the following concepts in the resulting contract:

3.4.1. Holdback

A holdback in the amount of 15% of the total payment due under the resulting contract shall be applied to all milestone payments to the selected contractor during the term of the resulting contract (the "Holdback"). The Holdback shall be released in a lump sum payment within sixty (60) business days following final acceptance by the AGO.

3.4.2. Liquidated Damages

If the selected contractor fails to meet certain specified dates set forth in the resulting contract, the parties acknowledge it would be difficult to determine the AGO's damages. Therefore, in the event that the selected contractor fails to meet certain specified dates set forth in the resulting contract, the AGO may seek liquidated damages during the implementation of the project, at the term and amounts set forth in the resulting contract. The purpose of the liquidated damages is to establish a good faith estimate of the damages likely to be suffered by the AGO, not as a penalty, in order to ensure timely completion of the Enterprise Legal Management System and adherence to the requirements of this RFP and the resulting contract.

3.4.3. Other Protective Provisions

The AGO may include additional protective provisions in the resulting contract for consideration by the selected contractor.

3.5. Performance Deficiencies

This subsection does not deal with deficiencies of the selected contractor's Proposal. The Proposal preparation requirements are in Sections 4 and 5 of this RFP. This subsection deals with deficiencies in performance by the selected contractor during the contract term. The intent of this subsection is to advise prospective contractors of the kinds and extent of remedies the AGO may seek to negotiate in a Contract with the selected contractor.

Generally, within the scope and intent of this RFP a deficiency is a deviation from the state requirement, quality, undertaking or outcome. At the exclusive discretion of the AGO, any deficiency that is wholly or in part attributable to the selected contractor may require remedies.

3.5.1. Credit

Credits may accrue for Unscheduled Downtime, including selected contractor's failure to meet the System Availability requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits, "Unscheduled Downtime" means the total amount of time during any quarterly period, measured in minutes, during which the System is unavailable for use, excluding Scheduled Downtime.

3.5.1.1. Service Credits

The AGO ***must*** be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided in the table below. Service Credits do not apply to Scheduled Downtime.

Length of Continuous Unscheduled Downtime	Service Credits
1 to 4 hours	One (1) day of Service Credits equal to 1/30th of the monthly maintenance.
5 to 48 hours	Two (2) days of Service Credits equal to 1/15th of the monthly maintenance, multiplied by 2.
49 to 96 hours	Five (5) days of Service Credits equal to 1/6th of the monthly maintenance, multiplied by 4.
Each additional block of 96 hours thereafter	Additional five (5) days of Service Credits equal to 1/6th of the monthly maintenance, multiplied by 8.

Service Credits are calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of System Maintenance. Service Credits in any amounts, are not and ***must not*** be construed as penalties and, by submitting a bid, the selected contractor irrevocably waives the right (if any) to challenge the validity and enforceability of the Service Credit sums. The Service Credits are intended to compensate the AGO for direct damages it incurs as a result of a Deficiency and are not intended to fully compensate the AGO for the selected contractor's failure to meet System Availability requirements. When assessed, Service Credits will be deducted from AGO's payment due to the ASB. If the payment is insufficient to cover the deficiency, then the selected contractor will immediately pay the amount of the insufficiency to the AGO.

3.6. Compliance with Federal, State and AGO Security Regulations, Policies, and Procedures

The prospective contractor ***must*** explain all methods of security used by the contractor's tracking system, including details describing security aspects of the systems' physical architecture and logical architectures. For hosted services the prospective contractor ***must*** define how segregation of AGO data and systems is implemented within a multi-tenancy and where, geographically data stored or processed. Additionally, the prospective contractor ***must*** explain the tracking systems' adherence to and compliance with all Federal, State and AGO security regulations, policies, and procedures, including, but not limited to, the National Institute of Standards and Technology ("NIST") guidance, where applicable and based on the classifications of data received, processed, stored, or transmitted by the contractor's system.

AGO data ***must not*** be stored outside of the United States without AGO's written permission provided in advance.

3.7. Subcontractors

Prospective contractors ***must*** identify any subcontractors that will be used in performance of the scope of work in their Proposal. Additionally, the selected contractor shall bind its subcontractors to the terms of the resulting contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the AGO to terms inconsistent with, or at variance from, the resulting contract.

The selected contractor shall be fully responsible for all acts and omissions of its subcontractors, including any default by a subcontractor, just as if the selected contractor itself had defaulted. The selected contractor assumes responsibility for all deliverables and milestones in the scope of work whether it, a subcontractor, or third-party produces them in whole or in part. The selected contractor shall be solely responsible for the payment of any subcontractor.

SECTION 4.0 PROPOSAL PREPARATION INSTRUCTIONS

Proposal preparation instructions relative to form and manner are provided in the subsections below. Specific content requirements are provided in Section 5.0, Required Proposal Content. Prospective contactors responding to this RFP understand and acknowledge that a Proposal does not guarantee a contract with the AGO.

4.1. Paper Copy - Requirements

The Proposal ***must*** be submitted with one original, **six (6)** conforming paper copies, and one electronic copy on a USB drive. Computer-generated pages ***must*** use Arial or Times New Roman fonts at a pitch of 12 points or larger; 10-point Times New Roman font may be used in presenting tables where the data would otherwise not easily fit onto the page width; and 9-point Times New Roman font may be used in embedded graphics. Proposal page size ***must*** not exceed 8-1/2 inches by 11 inches. A page is defined as one printed side of one 8-1/2” by 11” sheet of paper. Folded pages ***must*** fold entirely within the volume. Each 8-1/2” by 11” section of a folded page counts as one page. Larger sheets will count as two or more pages. For example, an 11” by 17” folded sheet counts as two pages. Each Proposal page will be numbered sequentially with a unique number. There ***must*** be no less than 1½ space between lines.

4.2. Electronic Copy Requirements

The prospective contractor ***must*** provide one USB drive containing the electronic version of the paper copy. Media will not be returned.

Please note the following electronic copy requirements:

- Submitted files ***must*** be fully searchable, printable, and unlocked.
- Files ***must*** not be password protected.

- USB drive ***must*** be labeled with a text file to indicate the prospective contractor name, solicitation name, and date of submission.
- The prospective contractor ***must*** screen the USB drive for computer viruses prior to submittal.

4.3. Master Copy

Proposals submitted on paper and signed in blue ink by a person who can contractually obligate the organization is considered the master copy for purposes of scoring. In case of differences between the Proposal submitted on paper and the Proposal submitted electronically, the Proposal submitted on paper binds the prospective contractor and supersedes the electronic submission.

4.4. General Proposal Requirements

This subsection provides specific information and requirements that apply to the Proposal overall. For purposes of this subsection, “Contractor” means the proposer who is qualified to submit a Proposal under the terms of this RFP.

4.4.1. Discrepancies

If a Contractor believes that the requirements in these instructions contain an error, omission, a conflict internal to this RFP, or are otherwise unsound, the Contractor ***must*** immediately notify the AGO in writing, via the email address provided in this RFP with supporting rationale. Failure to notify the AGO will ***not*** give rise to a Contractor’s claim that in substance hinges on an error, omission, a conflict internal to this RFP or unsound instructions brought after a Contractor has submitted a Proposal.

4.4.2. Disposition of Unsuccessful Proposals

The AGO will keep all Proposals submitted in accordance with its records retention policies. No originals or copies of unsuccessful Proposals will be returned.

4.4.3. Restrictions on Communications

Formal communications, which include requests for clarification and/or information concerning this RFP, ***must*** be submitted in writing to the AGO via the email address provided in this RFP and will be published and shared with all the Contractors.

4.4.4. News Releases

Contractors ***must*** not make any news releases pertaining to RFP activity or the award of this RFP without prior approval by the AGO.

4.4.5. Discussions

The AGO reserves the right to award this RFP based on the initial Proposal, as received, without discussions.

4.4.6. Proposal Validity Period

The Contractor ***must*** provide a Proposal that is valid for a minimum of six (6) months from the Proposal Deadline Date/Time.

SECTION 5.0 REQUIRED PROPOSAL CONTENT

A complete proposal to this RFP ***must*** include all requests described in this section.

5.1. Proposal Checklist

An RFP Checklist is found in Attachment B – Proposal Checklist for Completeness of this RFP. The purpose of the checklist is to enable a quick determination of proposal completeness and to ensure the prospective contractor is clear on all required components.

5.2. Naming Conventions

The prospective contractor ***must*** use the Proposal heading naming conventions described in subsection 5.4.1. This ensures ease of reference for the AGO evaluation team as well as prospective contractor reference for submitting a complete Proposal.

5.3. Transmittal Letter

The Transmittal Letter ***must*** be in the form of a standard business letter and be signed by an individual authorized to legally bind the prospective contractor. The Transmittal Letter ***must***:

a) Identify the submitting organization's name, address, and phone number (along with parent company name, if any);
b) Identify the name, title, phone number, and email address of the person authorized by the organization to contractually obligate the organization;
c) Identify the name, title, phone number and email address of the person authorized to negotiate a contract on behalf of the organization;
d) Identify the names, titles, phone numbers, and email addresses of persons to be contacted for clarification of the RFP Proposal;
e) Explicitly indicate acceptance of the Terms and Conditions stated in Section 3.0 of this RFP;
f) Be signed by a person authorized to contractually obligate the organization;
g) Acknowledge receipt of any and all amendments to this RFP.

5.4. Proposal Content

The Proposal ***must*** be organized and contain information as specified in the following paragraphs.

5.4.1. Section Reference Table

Section Ref.	RFP Proposal	Page Limit
-	Transmittal Letter	1
-	Table of Contents	N/A
A	Executive Summary	2
B	Project Organization, Reporting Structure, and Staffing	2
C	High-Level Schedule Summary – e-Billing Management	4
D	Prospective Contractor Qualifications	4
E	Approach and High-Level Plan - e-Billing Management	8
F	References (using Attachment C)	3 Each
G	Cost Proposal - e-Billing Management	2
H	Exceptions, Assumptions, and Deviations	N/A
I	Trade Secrets	N/A
J	High-Level Schedule Summary - Optional Legal Matter Management	2
K	Approach and High-Level Plan – Optional Legal Matter Management	2
L	Cost Proposal – Optional Legal Matter management	2

Prospective contractors ***must*** use the section reference naming conventions outlined in the table above in their Proposals.

5.4.2. Table of Contents

The Proposal ***must*** contain a table of contents clearly identifying the Proposal's section references and page numbers.

5.4.3. Section A – Executive Summary

The Executive Summary ***must*** provide an overview of the prospective contractor's qualifications and the proposed approach to satisfying the requirements of this solicitation.

The Executive Summary ***must*** not contain any system cost or pricing information.

5.4.4. <u>Section B – Project Organization, Reporting Structure, and Staffing</u>

The prospective contractor ***must*** provide in this section, their plans for managing and accomplishing the RFP scope of work. This section ***must*** include the following components:

a) *Management* – The Proposal ***must*** describe the prospective contractor's management organization and the reporting structure of the project within the contractor's organization.
b) *Staffing Plan* – The prospective contractor's staffing plan ***must*** include: the identity and qualifications of key staff that will be assigned to the scope of work including, at a minimum, the project manager, the lead system engineer or architect, and any other technical staff members assigned to the team.

If a prospective contractor proposes to subcontract any part of the work, the contractor's Proposal ***must*** include that fact in the Executive Summary as well as identify all subcontractors in Section B – Project Organization, Reporting Structure, and Staffing.

Prospective contractors are responsible for ensuring that each subcontractor acknowledges and is contractually bonded by the staffing plan commitments. All subcontractors must also be bound to the terms of the resulting contract between the AGO and the selected contractor.

5.4.5. <u>Section C – High-Level Schedule Summary – e-Billing Management</u>

The prospective contractor ***must*** submit a high-level schedule summary for the e-billing functionality minimally representing the scope of work associated with this RFP. For purposes of the Proposal evaluation only, prospective contractors should assume a start date when a purchased order is received.

5.4.6. <u>Section D –Prospective Contractor Qualifications</u>

The prospective contractor ***must*** submit a narrative of past projects and tasks (within the past 4 years) that are related to the scope of work described in this RFP. In addition, any work related to the scope of work is admissible as well.

Please include the project environment (banking, third-party, etc.) when discussing contractor qualifications. In addition, include whether any projects were required to specifically meet compliance standards (NIST, etc.). Also include any professionally recognized tools, methodologies and standards used by the prospective contractor.

Also, note whether the work described will include a corresponding contact in the Reference section of the Proposal.

5.4.7. <u>Section E – Approach and High-Level Plan – e-Billing Management</u>

The prospective contractor ***must*** submit a high level description of a general plan to provide the e-billing management scope of work of this RFP. For each task, the prospective contractor must provide proposed activities, deliverables, descriptions of deliverable content, and methods and tools to be used. If the prospective contractor recommends any additional deliverables, they should also be discussed here.

5.4.8. Section F – References

The prospective contractor ***must*** provide **three (3) references using the form in Attachment C – Contractor Reference Form.** If a subcontractor is planned, then this requirement is applicable as well.

5.4.9. Section G – Cost Proposal – e-Billing Management

The prospective contractor ***must*** submit this cost section to accomplish the work necessary for the scope of work of this RFP. The base cost proposal (e-billing management) ***must*** be included as a sealed separate document from the Proposal and on a separate identifiable file in the thumb drive.

This section ***must*** include the detail and summary costs for the following categories, if applicable:

- Implementation Costs – The cost proposal should include all costs to accomplish the work proposed in the scope of work of this RFP to ensure complete and successful implementation of the proposed solution. The Implementation costs are to be a fixed price.

- Annual Costs - The cost proposal should include the ongoing annual costs for a cloud solution (including licenses and support).

NOTE:

- **THE SELECTED CONTRACTOR WILL NOT BE PERMITTED TO CHARGE LAW FIRMS FOR ACCESS TO THE SYSTEM. FIRM ACCESS FEES MUST BE INCLUDED IN THE TOTAL ANNUAL LICENSE COST**.

5.4.10. Section H – Exceptions, Assumptions, and Deviations

The prospective contractor ***must*** submit a section identifying any exceptions, assumptions, or deviations to this RFP. If there are none, please state “NO EXCEPTIONS, ASSUMPTIONS or DEVIATIONS in the PROPOSAL” when completing this section of the Proposal.

a) Prospective contractors must not take exception to any statement in subsection 3.2, Requirements Specific to the State of Ohio.
b) The listing of exceptions, assumptions, or deviations will not automatically cause a Proposal to be deemed unacceptable.
c) A large number of exceptions, assumptions, or deviations or one or more significant exceptions, assumptions, or deviations not providing sufficient benefit to the AGO may result in rejection of the Proposal(s) as unacceptable. The interpretation of “large,” “significant” and “sufficient” is at the discretion of the AGO.

d) Any exceptions, assumptions, or deviations taken to the terms and conditions described in SECTION 3.0, but not in subsection "3.2 Requirements Specific to the State of Ohio," must contain sufficient amplification and justification to permit evaluation.
e) For each exception or deviation taken, the expected benefit to the AGO must be explained.
f) Requests for exceptions, assumptions, or deviations and their justifications will not be counted in the page number limitations specified.
g) If the prospective contractor presents exceptions, assumptions and deviations, the contractor must reference the exact section, page, and sentence(s) of the RFP that corresponds to the exception, assumption, and deviation.
h) The AGO reserves the right to reject any and all exceptions, assumptions, and deviations.

5.4.11. Section I - Trade Secrets

The RFP Proposal ***must*** include a section identifying any trade secrets included in the Proposal, per the instructions in subsection 3.2.5, Trade Secret Information. If there are none, please state "NO TRADE SECRETS in the PROPOSAL" when completing this section of the proposal.

5.4.12. Section J – High-Level Schedule Summary – Optional Legal Matter Management

The prospective contractor may choose to submit a high-level schedule summary for the legal matter management functionality. For purposes of the Proposal evaluation only, prospective contractors should assume a start date when a purchased order is received.

5.4.13. Section K – Approach and High-Level Plan - Optional Legal Matter Management

The prospective contractor may choose to submit a high level description of a general plan to provide the legal matter management scope of work for this RFP. For each task, the prospective contractor must provide proposed activities, deliverables, descriptions of deliverable content, and methods and tools to be used. If the prospective contractor recommends any additional deliverables, they should also be discussed here.

5.4.14. Section L – Cost Proposal – Optional Legal Matter Management

The prospective contractor may choose to submit this cost section to accomplish the work necessary for the legal matter management scope of work. This cost proposal (for legal matter management) ***must*** be included as a sealed document separate from the proposal and the base cost proposal and on a separate identifiable file in the thumb drive.

This section ***must*** include the detail and summary costs for the following categories, if applicable:

- Implementation Costs – The cost proposal should include all costs to accomplish the legal matter management functionally proposed in the scope of work of this RFP. The Implementation costs are to be a fixed price.

- Annual Costs - The cost proposal should include the ongoing annual costs (including licenses and support).

5.4.15. Optional Proposal to Provide Legal Matter Management Functionality

A prospective contractor may choose to submit an optional Proposal for providing legal matter management functionality

a) If prospective contractor chooses to submit the optional proposal, the contractor shall indicate an increase in the proposal amount by the word "ADD" or decrease in the proposal amount by the word "DEDUCT" as applicable. The AGO reserves the right to accept or reject the optional Proposal in whole or in part.
b) If no change in the proposal amount is required, indicate "No Change" or "$0".
c) If the prospective contractor chooses not to submit an optional Proposal, failure to make an entry or an entry of "No Bid", "N/A", or similar entry on the optional Proposal, shall not, by itself, render a Proposal non-responsive.

SECTION 6.0 EVALUATION PROCESS

The AGO will evaluate Proposals utilizing a best-value methodology. The subsections below describe the criteria and steps that evaluators will use to evaluate prospective contractor Proposals.

6.1. Evaluation Steps

This subsection provides an overview of the process that will be used to evaluate proposals. It is important to note that the basis for contractor selection is not proposal scoring alone, but a more extensive sequence of events, as outlined below.

6.1.1. Step 1 – Proposal Preparation Compliance Review

Each Proposal will be reviewed for compliance with the Proposal Preparation Instructions included in this RFP. This includes a pass/fail component for the following:

a) Mandatory submission requirements.
b) Degree of compliance to the Terms and Conditions. For example:
   1) In a failed Proposal, the prospective contractor rejects the AGO's Terms and Conditions and substitutes its own language that is not acceptable to the AGO;
   2) In an acceptable Proposal, the prospective contractor accepts the AGO's Terms and Conditions as is, and/or with minor non-substantive changes, and/or adds language that provides mutually beneficial terms and conditions, and/or provides changes that enhance the utility of the resulting contract (such as other arrangements that improve the contractor/client relationship or service involved).

6.1.2. Step 2 – Proposal Scoring

In this step, the AGO will score the Proposals that in step 1 have not been rejected or deemed unacceptable. Scoring will be carried out across four (4) logical groups of criteria:

a) Approach to scope of work: A weight of 40% is assigned to an evaluation of the method and ability to execute on the scope of work by considering organization, proposed approach, response to requirements, ability to complete within required timeframe and considering any exceptions, assumptions, and deviations.
b) Contractor qualifications and experience related to the scope of work: A weight of 30% is assigned relative to an evaluation of the prospective contractor's expertise judged by qualifications and experience.
c) Cost: A weight of 25% is assigned relative to cost.
d) References: A weight of 5% is assigned relative to an evaluation of the proposals relative to contractor reference checks.

6.1.3. Step 3 –Contractor Interaction (if requested by the AGO)

In this step, the AGO may decide to invite prospective contractors to demonstration the proposed system. The AGO will supply scripts and data with an appropriate amount of lead time to the prospective contactors that the AGO invites to participate.

The outcome of this step is a tabulation of awarded points to each prospective contractor.

6.1.4. Step 4 – Identification of the Apparent Successful Contractor

In this step, the AGO will confirm mandatory submission requirements, determine degree of compliance to the Terms and Conditions documented in Section 3.0, and tabulate, compile and verify all scores, benchmarks and observations. Using a best-value perspective, the AGO will identify the apparent successful contractor.

6.1.5. Step 5 – Contract

In this step, the AGO and the apparent successful contractor will engage in contract negotiations. Contract negotiations may fail, and in this case the AGO would return to one of the prior steps. The outcome of this step will be a signed contract. Engaging in contract negotiations with an apparent successful contractor does not guarantee the outcome of a final, fully executed contract. The AGO may cease contract negotiations at any point and return to a prior step in the RFP process, or cancel the RFP issuance if in the best interest of the AGO.

6.2. Scoring Criteria

The table below outlines the scoring category and weights that will be applied during scoring in step 2 and step 3 of the overall evaluation process.

Scoring Category	RFP Proposal Section	Weight
Approach and ability to execute on RFP scope of work	B, C, E and H	40%
Contractor Qualifications and Experience related to the RFP scope of work	D	30%
Cost	G	25%
References	F	5%
	TOTAL	**100%**

Column headings are defined as follows:

- *Scoring Category* – The defined and specific areas to be addressed by the proposals.
- *RFP Proposal Section* – The contractor‘s RFP Proposal section for each scoring category.
- *Weight* – The weight to be given to each category by the AGO.

SECTION 7.0 ATTACHMENTS TO RFP

The Attachments listed below are found on the same AGO website as this RFP as stand-alone documents.

7.1. Attachment A –e-Billing / Legal Matter Management System Requirements

This Attachment A specifies the requirements for the e-Billing / Legal Matter Management System.

7.2. Attachment B –Proposal Checklist for Completeness

This Attachment B is a quick checklist to be used by the contractor to help insure that their Proposal has all the material required.

7.3. Attachment C – Contractor Reference Form

This Attachment C is a form to be completed for each of the references provided by the contractor and returned as part of the Proposal. Please be sure to complete each row of the form for each reference.

7.1 Attachment A – e-Billing / Legal Matter Management System Requirements

I. Requirements Presentation

Requirements for the RFP are presented in the table format shown below. Each requirement is listed under its own ID number.

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
1	Requirement Detail 1					
2	Requirement Detail 2					
3	Requirement Detail 3					

Prospective contractors are instructed to complete their responses to each requirement as described below. The definition for each of the response types above is also explained in the following section.

The following table provides the definition for and understanding of each response option in the table above. In responding to these requirements regarding functions, features, and reporting capabilities, each prospective contractor is instructed to mark a response box that accurately indicates its current or future ability to meet each requirement. In addition, each prospective contractor is instructed to explain in detail how (and where within the proposal) its solution meets the requirement.

Response Box	Definition
Priority	This is the priority as assigned by the AGO for the requirement. The values are as follows: • H = high mandatory/required, • M = medium/desired

Response Box	Definition
Current Capability or Configurable Item	Requirement will be met by the proposed future solution. It will be met through an existing feature of the solution. The feature ***must*** have the characteristics of a feature of a software product and may not largely comprise custom programming. The feature should be installed and operational. It ***must*** be such that it can be demonstrated to the client. *The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.*
Future Release	Requirement will be met by a future release of the product. *The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered within 1 year of baseline solution installation.*
Custom Development	Requirement will be met by package software currently under development, in beta test, or not yet released. *The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.*
Not Available	Requirement cannot be met either as part of the baseline solution or as a future enhancement.

II. Responding to Requirements

This section calls on the prospective contractor to group together, in order, all of the requirements and responses by response type (e.g., all of those marked Current Capability or Configurable Items in order, with detailed descriptions, followed by those marked as Future Release, etc.). Prospective contractors ***must*** follow the steps outlined below for the requirements response section of the overall proposal.

In their proposals, the prospective contractors ***must*** provide a comprehensive written description of their approach to all requirements. Prospective contractors ***must*** first use and insert the requirement specifications table, as provided below in Section III Business Requirements, into their proposals and respond directly to each specification entry by placing an "X" in the applicable column in each row. The definition of each column heading in the requirement specification table is provided above.

For each requirement, in requirement ID order, prospective contractors are to:

- Place an "X" in the appropriate column in the response form, in accordance with the definitions below.

- Add two rows after each requirement ID, providing the following information:
    - In the first of these two rows, for each requirement ID, provide a detailed explanation for their responses to each requirement ID, according to the format outlined in the table below.
    - In the second of these two rows, for each requirement ID, provide information on the section and/or pages(s) in the proposal where requirement is addressed or other method(s) of verification.

Requirement ID	Response Explanation
Current Capability or Configurable Item	
List *each requirement ID*, so marked, in the same order as in the specifications tables.	For each requirement ID listed, prospective contractors ***must*** provide a *detailed explanation* of how the specification is met.
Future Release	
List *each requirement ID*, so marked, in the same order as in the specifications tables.	For each requirement ID listed, prospective contractors ***must*** provide a *detailed explanation* of when and how the specification will be met within 1 year of installation.
Custom Development	
List *each requirement ID*, so marked, in the same order as in the specifications tables.	For each requirement ID listed, prospective contractors ***must*** provide a *detailed explanation* of how the specification will be customized, implemented, and maintained. Vendors may also note whether the associated custom development will be provided as part of the base package without additional cost.
Not Available	
List *each requirement ID*, so marked, in the same order as in the specifications tables.	For each requirement ID listed, prospective contractors ***must*** provide a *detailed explanation* of why they chose not to provide the specified feature.

NOTE: Each functional specification in the proposal ***must*** be addressed directly, or it will be assumed that prospective contractors cannot accomplish the specification and/or deliverable. The Ohio Attorney General's Office prefers prospective contractor systems that meet all specifications with minimum customization required.

III. Business Requirements

This section provides a listing of the business system requirements.

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Background						
The Outside Counsel Section of the Ohio Attorney General's Office is responsible for the engagement, retention, and oversight of private sector attorneys appointed as special counsel by the Attorney General to provide legal representation to State Entities. This includes approving all special counsel bills and submitting them to the State Entity for approval. Outside Counsel processes 800 matters and approximately 12,000 invoices per a year. The annual legal spend is approximately $25,000,000.00. The Outside Counsel Section currently uses two systems to manage special counsel matters and billing/invoices: One of the systems is a SaaS based e-billing and matter management system that is primarily used for managing matter budgets and submitting and reviewing invoices. This system was initially implemented in the Ohio Attorney General's Office in 2008. The system has approximately 140 AGO/Client users and 8,423 law firm users (for 171 law firms) with various roles/permissions. It has approximately 2,700 parent matters, 15,300 child matters and 175,300 invoices for the period from September 2008 to August 2019. The other system is an in-house developed system that is primarily used for managing special counsel matters. This system is 20 years old – it is on a legacy platform and uses outdated technology. The system only has five (5) users. It has approximately 22,400 matters and 72,800 invoices for the period from July 1998 to August 2019. An assignment flow diagram and a billing / invoice review flow diagram are found in the Appendix of this requirements document. Please reference Appendix A – Assignment Flow Diagram and Appendix B – Billing / Invoice Review Flow Diagram.						
Current Request						
The Outside Counsel Section is looking for a cloud based e-billing / legal matter management system which will provide special counsel with the ability to submit invoices for legal services rendered to state entities and for the timely review and processing of those invoices.						

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
E-Billing Management Proposal Requirements						
User Home Page						
HOME-1	When users log into the system, the system shall display • A list of matters that are assigned to the user. • A list of invoices that are awaiting their review. • A list of invoices that they have drafted but have not yet submitted.	H				
Matters						
The system shall provide users with the ability to add, view, edit, and/or delete matters based upon user roles/permissions.						
Add a Matter						
Assignment Information						
MAT-1.1	The system shall provide users with the ability to add a new matter manually or add multiple matters using an import file/template.	H				
MAT-1.2	The system shall provide users with the ability to enter matter assignment information such as Fiscal Year, AGO Matter Number, Matter Name, Case Type, Client, Firm, Firm Attorney Assigned, Attorney General Case Contact(s), Contact Type, Status, Assignment Start / Effective Date, Assignment Termination / Closed Date, Comments	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Budget and Rate Information						
MAT-2.1	The system shall provide users to enter Rate Information such as Rate, Rate Type, Rate Details / Structure	H				
MAT-2.2	The system shall provide users with the ability to enter Fiscal Year Budget Information such as Fiscal Year, Start Date, End Date, Amount (Fees Amount & Expenses Amount) Controlling Board Exempt flag Note: Fiscal Year is July 1 to June 30.	H				
MAT-2.3	The system shall provide the ability for the budget to cover multiple matters / “child matters” for a particular client/case type. For example: a university will have one budget amount for patents – and there can be multiple patent matters which consume the same budget. [i.e. parent / child matters]	H				
MAT-2.4	The system shall provide users with the ability to enter fiscal year budget amendment information such as Rate Change, Budget Amount, Amendment Reason, Effective Date	H				
MAT-2.5	The system shall provide users with the ability to add multiple fiscal year budget amendments to a matter.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
View / Edit Information						
MAT-3	The system shall provide users with the ability to view and edit matter information regarding Assignment, Rate, Budget, Budget Amendments This includes information such as Who entered, Date Entered, Termination Date, Matter Status	H				
Upload Documents Related to a Matter						
MAT-4.1	The system shall provide users with the ability to upload documents to a matter. This shall include emails, Word documents, PowerPoints, excel spreadsheets, PDF's, images, etc.	M				
MAT-4.2	The system shall provide users with the ability to enter information regarding the documents such as Document Type, Date Received, Document Name, and Description, Who can view, who can edit.	M				
MAT-4.3	The system shall scan documents for viruses before uploading the document.	M				
MAT-4.4	The system shall provide users with the ability to view documents that were uploaded to the matter.	M				
View Remaining Budget Amount						
MAT-5	The system shall provide users with the ability to view the budget information for a matter such as Budget Amount, Total Invoice Approved Amount, Pending Invoice Amount, Remaining Budget Amount	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
View Invoices						
MAT-6.1	The system shall provide users with the ability to view a list of all invoices that were submitted for a matter.	H				
MAT-6.2	The system shall provide users with the ability to sort the list of invoices.	H				
MAT-6.3	The system shall provide users with the ability to view details for an invoice. (Reference Manage Invoices – View Invoices requirement “INV-7.1” to “INV- 7.8”).	H				
Delete a Matter						
MAT-7	The system shall provide administrator users with the ability to delete a matter if there are no invoices submitted for the matter.	M				
Renew Matter Assignments for Next Fiscal Year						
MAT-8.1	The system shall provide the ability for a matter to be renewed for multiple fiscal years.	H				
MAT-8.2	The system shall provide the ability for the renewal assignments to keep the same AGO matter number for each fiscal year.	H				
MAT-8.3	The system shall provide users with the ability to enter renewal assignment information such as o Fiscal Year o Rate / Rate Type / Rate Details o Budget Amount, Start Date, End Date o Attorney Assigned o Start / Effective Date	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Search for Matters						
MAT-9.1	The system shall provide users with the ability to search for matters based on various parameters such as: Fiscal Year , AGO Matter Number, Matter Name, Case Type, Client Name, Client Type, Firm Name, Attorney Name	H				
MAT-9.2	The system shall display a list of matters matching the search criteria. [Search results shall only list the matters that a user has permissions to view.]	H				
MAT-9.3	The system shall provide users with the ability to export the search results into an Excel or PDF file.	H				
Manage Invoices						
The system shall provide users the ability to add, view, edit, and/or delete an invoice based upon their user roles/permissions.						
Invoice Basics						
INV-1.1	The system shall be able to support UTBMS codes.	H				
INV-1.2	The system shall provide law firms with the ability to submit invoices via a LEDES format file.	H				
INV-1.3	The system shall provide users with the ability to manually enter invoice information based on a template.	H				
INV-1.4	The system shall automatically update the invoice status based on the invoice workflow. For example: draft, rejected on submission, in review, reviewer rejected, pending payment, processed, etc.…	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Add an Invoice(s)						
INV-2.1	The system shall provide users with the ability to manually add an invoice.	H				
INV-2.2	The system shall provide users with the ability to enter invoice information such as Invoice Number, Invoice Date, Start Date, End Date, Matter Number, Description	H				
INV-2.3	The system shall provide users with the ability to enter multiple invoice level adjustment entries.	H				
INV-2.4	The system shall provide users to enter invoice level adjustment information such as Adjustment Type, Comment, Amount	H				
INV-2.5	The system shall provide users with the ability to enter multiple line items.	H				
INV-2.6	The system shall provide users with the ability to enter line item information such as Service Date, Task/UTBMS Code, Activity Code, Law Firm Employee who performed the task; Description; Flat Amount or Rate and Units* , Vendor Adjustment Amount ** For rate and unit, system calculates the total invoice billed amount (Rate * Units)*	H				
INV-2.7	The system shall provide users with the ability to save a draft of a manually entered invoice.	H				
INV-2.8	The system shall provide users with the ability to edit a draft invoice.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-2.9	The system shall provide users with the ability to copy/create a draft invoice for an invoice that was rejected on submission.	H				
INV-2.10	The system shall provide users with the ability to delete a draft invoice.	H				
Submit Invoice(s) for Review						
INV-3.1	The system shall provide users with the ability to submit one or multiple draft invoice(s) for review.	H				
INV-3.2	The system shall provide users with the ability to submit multiple invoices via a LEDES format file.	H				
INV-3.3	The system shall provide users with the ability to • Select the LEDES file(s) to be submitted • Select document(s) to be uploaded with a LEDES file • Remove a LEDES file from the list of files to be submitted	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-3.4	The system shall have Invoice and Line Item Rules that will automatically catch billing errors such as (but not limited to): • Validate invoice format • Check for missing data • Check if there is a budget for the matter • Check if invoice exceeds remaining budget amount (includes checking amounts from invoice level adjustments and line items) • Check if 80% of the matter's budget is consumed (includes checking amounts from invoice level adjustments and line items) • Check if line item date is not within the invoice start and end date • Etc.…	H				
INV-3.5	The system shall provide AGO administrator users with the ability to configure (add/disable/identify process order, etc.) invoice submission rules.	H				
INV-3.6	The system shall reject or add a warning to invoices that violate a rule.	H				
INV-3.7	The system shall send notification to the user that the submission was successful or that it was rejected. If rejected, the notification will indicate the reason(s) why it was rejected.	H				
INV3.8	The system shall automatically assign invoices to appropriate reviewer based on the Invoice Review Route as configured by the administrator user.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Upload Documents Related to the Invoice						
INV-4	The system shall provide users with the ability to upload documents related to the invoice	H				
Invoice Review Workflow						
INV-5.1	The system shall provide administrator users with the ability to configure Invoice Review Routing. Configure the review route – first reviewer, second reviewer, third reviewer, etc.…	H				
INV-5.2	The system shall send a notification to a Reviewer when an invoice is initially assigned to them.	H				
INV-5.3	The system shall send a notification to a Reviewer when an invoice has not been reviewed xx days after it was assigned. (where xx is a configurable parameter)	H				
INV-5.4	When reviewer approves an invoice… The system shall automatically route the invoice to the next reviewer.	H				
Review Invoices						
INV-6.1	The system shall provide Reviewers with the ability to see a list of invoices awaiting their review.	H				
INV-6.2	The system shall provide Reviewers with the ability to enter an adjustment for the total invoice amount or for a line item.	H				
INV-6.3	The system shall provide Reviewers with the ability to approve or reject an invoice.	H				
INV-6.4	The system shall provide Reviewers with the ability to assign the invoice back to the previous reviewer.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-6.5	The system shall send a notification to the law firm if the invoice is rejected.	H				
INV-6.6	The system shall provide users (with the appropriate role/permissions) with the ability to change an approved invoice status to "in review".	H				
INV-6.7	The system shall provide users (with the appropriate role/permissions) to change a rejected invoice status to "in review".	M				
View Invoices						
INV-7.1	For client and law firm users, the system shall only provide the ability to view invoices for their own matters.	H				
INV-7.2	The system shall provide users with the ability to view invoice matter information such as: • Fiscal Year • AGO Matter Number • Matter Name • Case Type • AGO Client • Law Firm	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-7.3	The system shall provide users with the ability to view invoice details such as: • Invoice Number • Invoice Date • Start Date • End Date • Date Created • Date Received • Gross Amount • Vendor Adjustment Amount • Billed Amount • Reviewer Adjustments • Approved Date • Approved Amount o Total Fees Amount o Total Expenses Amount • Comments • Status • Age • Submitted By • Current Reviewer • Next Reviewer	H				
INV-7.4	The system shall provide users with the ability to view details for invoice level adjustments and line items such as Adjustment Type, Comment, Amount; Service Date, Task/UTBMS Code, Activity Code, Law Firm Employee who performed the task; Description; Flat Amount or Rate and Units*, Vendor Adjustment Amount.	H				
INV-7.5	The system shall provide users with the ability to view invoice documents.	H				
INV-7.6	The system shall provide users with the ability to view reviewer route for the invoice.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-7.7	The system shall provide users with the ability to view invoice errors and warnings.	H				
INV-7.8	The system shall provide users with the ability to view the roles/rates for the firm assigned to the matter.	H				
Search for Invoices						
INV-8.1	The system shall provide users with the ability to search for invoices based on various parameters such as: • Fiscal Year • AGO Matter Number • Matter Name • Invoice Number • Invoice Status • Invoice Date • Invoice Received Date • Invoice Service Period (Start / End Date Range) • Invoice Billed Amount • Invoice Status Date • Approved Date • Approved Amount • Case Type • Client Name • Client Type • Firm Name • Attorney Name • Invoice Flags • Line Item Flags • Days in Queue • Current Reviewer • Keyword search line item description (low priority)	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
INV-8.2	The system shall display a list of invoices matching the search criteria. For client and law firm users: results should only list invoices for their own matters (should not list invoices for other clients/law firms matters).	H				
INV-8.3	The system shall provide users the ability to export the search results into an Excel or PDF file.	H				
Correspondence						
The system shall provide users with the ability the ability to generate and view correspondence / documents based upon their user roles/permissions.						
Generate Correspondence						
COR-1.1	The system shall provide AGO users with the ability to email or eFax client and law firm users that are assigned to the matter.	M				
COR-1.2	The system shall have template emails that can merge details and user information from matters into the email.	M				
COR-1.3	The system shall generate email correspondence from the AGO user's email address.	M				
Client Information						
The system shall provide users the ability to add, view, edit and/or search for clients based upon their user roles/permissions. AGO clients are state agencies, colleges, universities, retirement systems, boards and commissions.						
Client Information						
CLT-1.1	The system shall provide users with the ability to add a new client.	H				
CLT-1.2	The system shall provide users with the ability to enter client information such as Client Name, Client Type, Active Flag	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
CLT-1.3	The system shall provide users with the ability to view and edit client information.	H				
Search for Clients						
CLT-2.1	The system shall provide users with the ability to search for clients based on various parameters such as Client Name and Client Type	H				
CLT-2.2	The system shall display a list of clients matching the search criteria.	H				
CLT-2.3	The system shall provide users with the ability to export the search results into an Excel or PDF file.	H				
Law Firm Information						
The system shall provide users the ability to add, view, edit and/or search for law firm information (including law firm locations and staff) based upon their user roles/permissions.						
Law Firm Information						
FIRM-1.1	The system shall provide users with the ability to add a new law firm.	H				
FIRM-1.2	The system shall provide users with the ability to enter law firm information such as Firm Name, Tax ID, Comments, Active Flag, Primary Contact Name (First MI Last)	H				
FIRM-1.3	The system shall provide users with the ability to view and edit law firm information.	H				
Law Firm Locations						
FIRM-2.1	The system shall provide users with the ability to enter location information such as Country, Address 1, Address 2, City, State, Zip, Phone, Fax, E-Mail Address	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
FIRM-2.2	The system shall provide users with the ability to view and edit law firm location information.	H				
Search for Law Firms						
FIRM-3.1	The system shall provide users with the ability to search for law firms based on various parameters such as Firm Name, Tax ID, Active Flag	H				
FIRM-3.2	The system shall display a list of law firms matching the search criteria.	H				
FIRM-3.3	The system shall provide users with the ability to export the search results into an Excel or PDF file.	H				
User Accounts						
The system shall provide AGO administrator users the ability to add, view, and edit AGO and Client users and law firm administrator users. The system shall provide Law Firm administrator users the ability to add, view, edit and search for law firm users. The system shall provide AGO administrator users the ability to search for and view AGO, Client and Law Firm users.						

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
User information Users will consist of State of Ohio employees from the Ohio Attorney General's Office, other state agencies (for example: Workers Compensation, Department of Education, etc.…) and law firm personnel. Permission to access system features are based on user roles such as system administrator, billing administrator, invoice reviewer, partner, paralegal, etc.…						
Add a User						
USR-1.1	The system shall provide administrator users with the ability to add new users for their organization. The system shall provide AGO administrator users to add AGO and Client users and Law Firm Administrator users. The system shall provide Law Firm administrator users with the ability to add users for their specific law firm.	H				

Maximum Number of AGO / State Entities Users	145 AGO Users: 50 State Entities Users: 95
Maximum Number of Law Firms (unlimited users)	225
Number of Concurrent Users / Law Firms	50
Peak Usage Times (Months, Days, Times)	8AM – 5PM, weekdays

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
USR-1.2	The system shall provide administrator users with the ability to enter user information such as Login Name, First Name, Middle Name, Last Name, Suffix, Title, Company, Department, Country, Address 1, Address 2, City, State, Zip, Work Phone, Cell Phone, Fax, E-Mail Address, Comments, Active Flag Roles (user can be assigned multiple roles)	H				
USR-1.3	The system shall provide administrator users with the ability to view and edit information for users in their organization (AGO/Client or law firm).	H				
Search for Users						
USR-2.1	The system shall provide administrator users with the ability to search for users based on various parameters such as Last Name, First Name, Login Name, Company Name, Role, Active Flag	H				
USR-2.2	The system shall display a list of users matching the search criteria.	H				
USR-2.3	The system shall provide administrator users with the ability to export the search results into an Excel or PDF file.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Reporting						
The system shall provide canned reports as well as allowing users to create custom reports/queries. Report outputs shall be Excel, PDF and CSV. The Ohio Attorney General's Office has identified nine (9) reports from our legacy systems that will need to be created and available when the solution is implemented.						
RPT-1	The system shall have canned reports pertaining to matters, invoices, and user accounts.	H				
RPT-2	The system shall provide AGO administrator users with the ability to create custom reports/queries. This includes identifying report parameters and indicating what information is to be displayed pertaining to matters, budgets, invoices, users, etc.	H				
RPT-3	The system shall provide AGO administrator users with the ability to share saved custom reports with other users.	H				
RPT-4	The system must be able to display historical information on the reports. For Example: Reports shall display the rate, budget and attorney assigned to the matter for the appropriate fiscal year.	H				
RPT-5	Legacy Reports - the system shall recreate nine (9) reports from the legacy systems. Reference Appendix C: Report Examples	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
RPT-5.1	Invoice Review Routes by Reviewer This report identifies routes assigned to a specific reviewer. Parameters: Invoice Reviewer, Matter Status Sorted by: Matter Number	H				
RPT-5.2	Client Fees & Expenses This report gives total fees and expenses for each invoice for a client. Parameters: Matter Status, Client Sorted by Matter, Invoice Number	H				
RPT-5.3	Ledger Report – This report lists the detailed invoice information for a specific matter. Parameters: Matter Number Sorted by: Service Period Start Date	H				
RPT-5.4	Assignment Summary Report This report lists all matters that match the report parameters. Parameters: Fiscal Year, Client, Firm Sorted by: Client or Firm	H				
RPT-5.5	Assignment Summary by Attorney This report lists all matters that match the report parameters. Parameters: Fiscal Year, Client, Firm Sorted by: Attorney	M				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
RPT-5.6	Fiscal Year Projection Report This report lists budget information for each matter for the specified fiscal year and for the next fiscal year. Parameters: Client, Starting Fiscal Year Starting Fiscal Year Sorted: by Client - then by Firm within Client – then by Matter Number	H				
RPT-5.7	Case Type Percentage Report This report looks at the Invoices Approved for the specified fiscal year and determines the invoice approved percentage for each case type. Preference is to display a pie chart with legend; however, if that is not possible then list each Case Type and their percentages. Parameters: Fiscal Year Sorted By: descending case type percentage	H				
RPT-5.8	Outside Counsel Invoice Report This report looks at each matter assigned on or after a specified fiscal year and computes the total budget amount and invoices approved amount for each fiscal year. Parameters: Starting Fiscal Year Sorted By: Fiscal Year	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
RPT-5.9	Side by Side Budget Report This report looks at each matter assigned to a firm for a specified fiscal year and computes the total budgeted amount and invoices approved amount for each firm. Parameters: Fiscal Year Sorted By: Firms Invoice Approved Total for the specified fiscal year	H				
Miscellaneous						
MISC-1	The system shall provide customized fields to store information from legacy systems that does not have a corresponding field in the new system.	H				
Maintenance						
MAIN-1	The system shall have the ability to configure user roles and their permissions per function (add, edit, delete, etc.). This shall include limiting visibility to specific users. For instance, there should be roles for system admin users, billing administrator users, invoice reviewers, view only users, etc. Also, some users should only be able to view matters and/or invoices that are assigned to them or to their organization (client or law firm).	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
MAIN-2	The system shall provide administrator users with the ability to configure and maintain the system including but not limited to managing users, roles and permissions; activity bill codes, invoice submission rules, invoice review workflow/routes, case types, matter templates, invoice templates, correspondence templates, alert notification templates, etc.…	H				
MAIN-3	If any dropdown options are disabled, the system shall not allow them to be used within the system but shall be available for reporting purposes.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Track History / Audit Trail						
HIST-1	The system shall track details and changes (capture historical information/ audit trail) in matters, clients, law firms and invoices for reporting purposes and policy compliance. This shall include tracking changes to • Matter Matter Assignment, Attorney Assigned, Rate, Fiscal Year Budget, Fiscal Year Budget Amendments • Invoices Status, adjustments, reassignment • Client Client information (Name, Type, Budget, Active Flag) • Law Firms Name, Tax ID, Active Flag, Location information Track what was modified, date/time modified and who modified. This is not an inclusive list of details to be tracked.	H				

IV. Technical Requirements

This section provides a listing of the technical requirements.

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Security						
SR-1	The system must be compliant with all Federal, State and AGO security regulations, policies, procedures, and laws including, but not limited to, the National Institute of Standards and Technology ("NIST") guidance, where applicable and based on the classifications of data received, processed, stored, or transmitted by the system.	H				
SR-2	The cloud data servers shall be located in the United States.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
SR-3	The system shall provide the following login parameters: • Require ‘strong’ User account passwords – include number, special character, upper and lower case • User account password expires after xx days • Lock user account after x number of failed attempts • Logout user after xx minutes of inactivity • User can reset “forgotten” passwords (Enable security questions for resetting passwords) (where X and xx are configurable parameters)	H				
Data Backup / Disaster Recovery						
DBDR-1	System data must be backed up daily.	H				
DBDR-2	The system must have a Disaster Recovery Plan.	H				
Service Level Requirements						
SLV-1	The system must be available for online access 24 hours / 7 days a week excluding scheduled maintenance.	H				
SLV-2	The system shall have an annual availability rate of 99%.	H				
SLV-3	The system shall meet screen/page response time minimum standard of three (3) seconds 95% of the time.					

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
SLV-4	User Support • The system shall provide online help. • Vendor should offer live support resources via email and a toll-free phone number.	H				
Technical Miscellaneous						
TMISC-1	There is no retention / archive schedule at this time; therefore, the system shall need to retain data until it is superseded, obsolete or replaced.	H				
TMISC-2	The system shall meet requirements per Web Content Accessibility Guidelines (WCAG) 2.0 or higher Level A or AA.	M				
Implementation / On-Boarding Requirements						
IMPL-1	The selected contractor shall provide data migration / conversion from the hosted e-billing / legal matter management system to the new system. This system has approximately 2,700 parent matters, 15,300 child matters and 175,300 invoices (including invoices that were rejected on submission) for the period from September 2008 to August 2019.	H				
IMPL-2	There shall be minimum to no down time.	H				
IMPL-3	The selected contractor shall provide training • Training should be provided for the AGO and State Entities users; do not need to train the law firm users. • Provide project specific training materials / user guide on how to use the system.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
IMPL-4	The selected contractor shall provide other implementation services and support such as project management, configuration, testing, etc.…	H				

V. Optional Legal Matter Management Proposal Requirements

The Ohio Attorney General's Office is also interested in the possibility of using the e-billing / legal matter management system to replace an existing in-house developed outside counsel legal matter management system. There are some additional requirements needed in order to replace the system. These requirements are listed below.

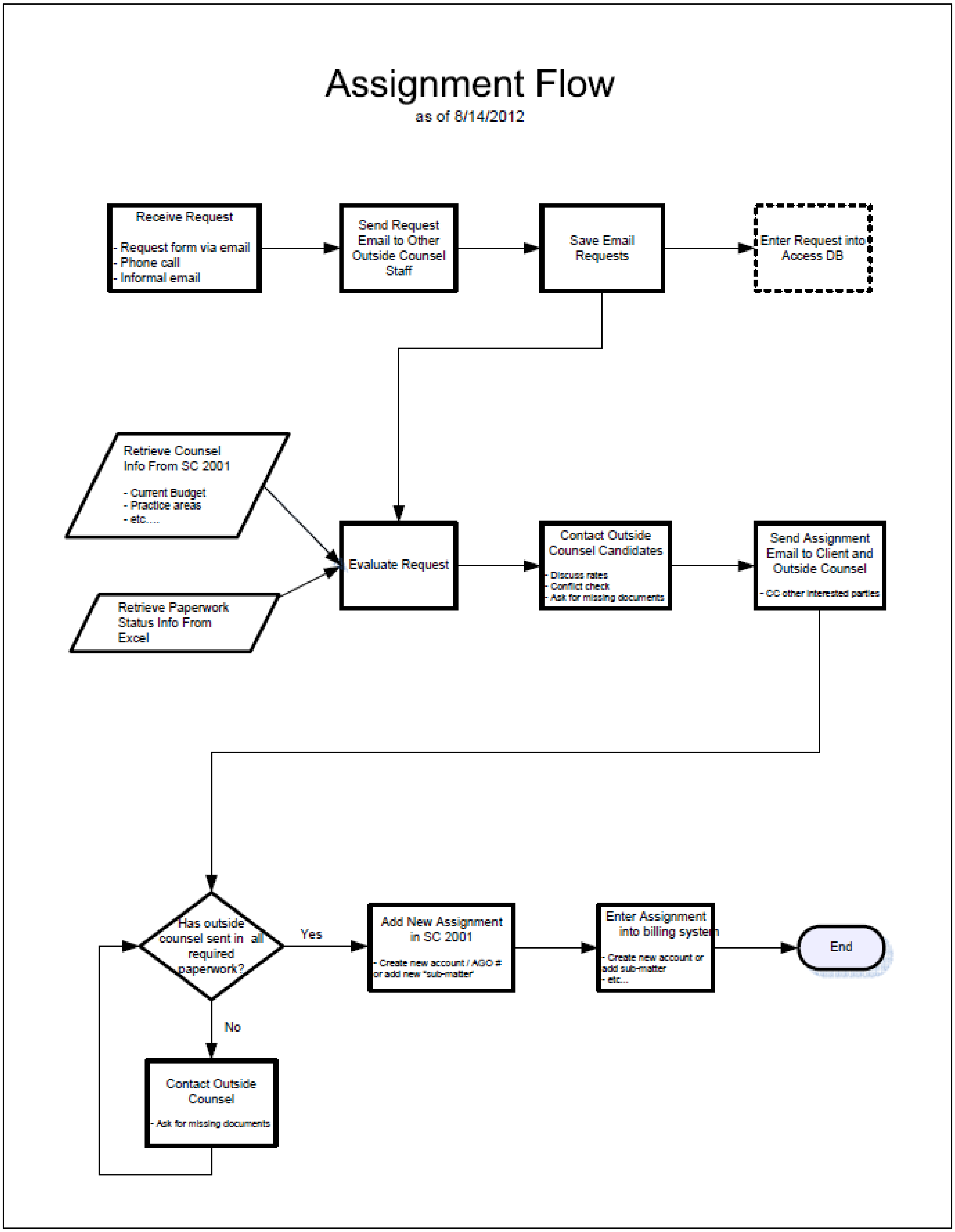
ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Optional Legal Matter Management Proposal Requirements						
Controlling Board Information Outside Counsel presents fiscal year budget information to the controlling board for approval. Outside Counsel must also present budget increases to the controlling board for approval. Once approved, the controlling board information is entered into the system.						
LMM-1.1	The system shall provide users with the ability to enter, view and edit controlling board request information for a matter such as Fiscal Year, Controlling Board Number, Meeting Date, Dollar Amount, Status, Comments	H				
LMM-1.2	The system shall provide AGO users with the ability to add multiple controlling board requests to a matter.	H				
Search Controlling Board Entries						
LMM-1.3	The system shall provide AGO users with the ability to search Controlling Board information across all matters.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
LMM-1.4	The system shall provide AGO users with the ability to search for entries based on various parameters such as: Fiscal Year, AGO Matter Number, Matter Name, Controlling Board Number, Meeting Date, Controlling Board Status, Firm Name, Client Name, Client Type, Attorney Name	H				
LMM-1.5	The System shall display a list of controlling board entries matching the search criteria.	H				
LMM-1.6	The system shall provide users with the ability to export the search results into an Excel or PDF file.	H				
Next Fiscal Year Projections Information Outside Counsel meets with every client to determine the rate and budget for the next fiscal year for each of the client's matters. This information is entered as the Next Fiscal Year Projections.						
LMM-2.1	The system shall provide users with the ability to enter, view and edit Next Fiscal Year Projections information such as Fiscal Year, Rate, Budget Amount, Renewal Status (Renew / Closed), Conference Status (Pending / Complete), Notes	H				
LMM-1.2	The system shall provide AGO users with the ability to add multiple Fiscal Year Projections to a matter.	H				
Search Fiscal Year Projections						
LMM-2.2	The system shall provide AGO users to search for fiscal year projections across all matters based on various parameters such as: Fiscal Year , AGO Matter Number, Matter Name, Case Type, Client Name, Client Type, Firm Name, Attorney Name	M				

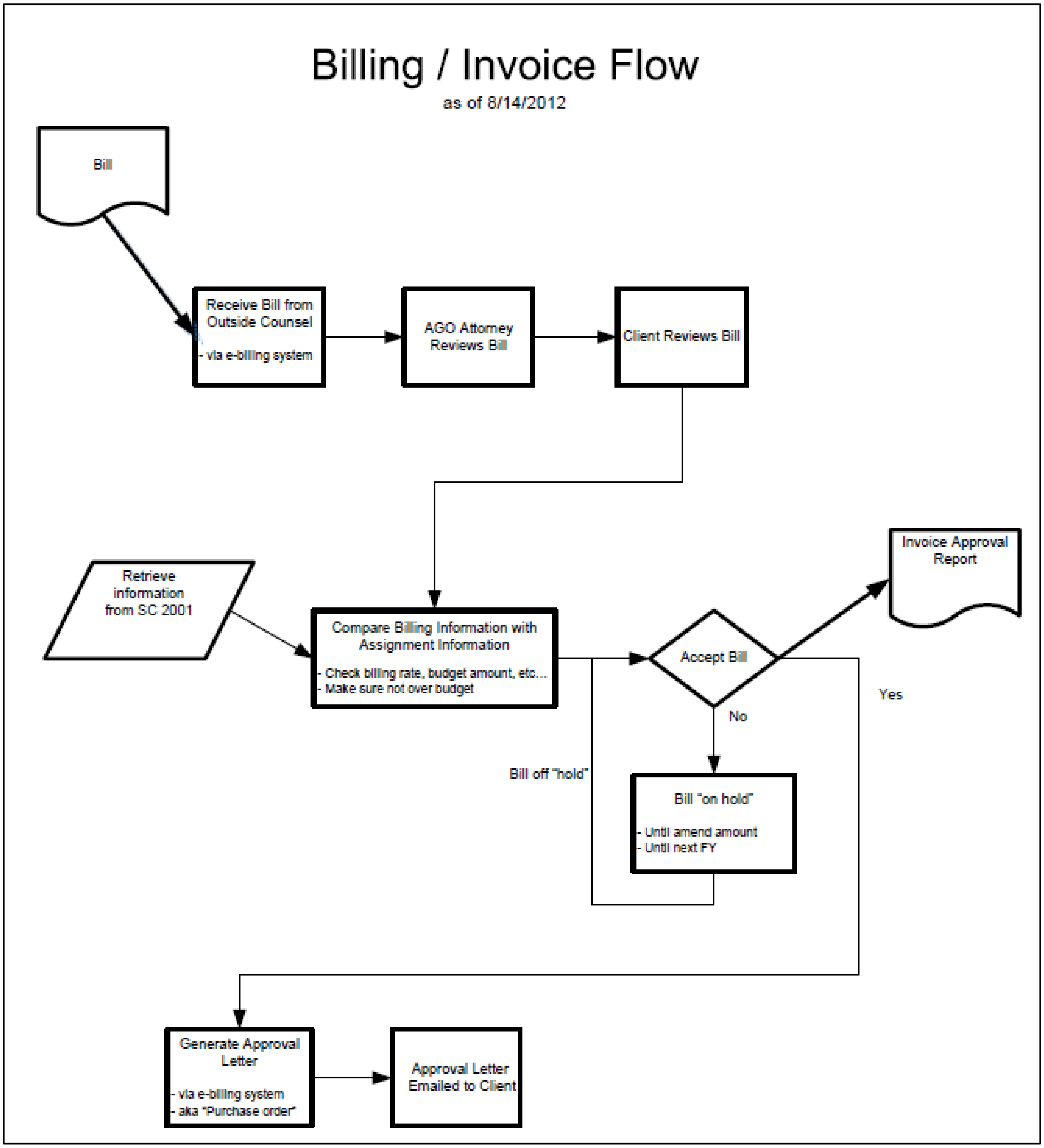
ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
LMM-2.3	The system shall display a list of projections matching the search criteria.	M				
LMM-2.4	The system shall provide users with the ability to export the search results into an Excel or PDF file.	M				
Client Information						
LMM-3.1	The system shall provide users with the ability to enter, view, and edit client information such as Client Name, Client Type, Comments, Active Flag Country, Address 1, Address 2, City, State, Zip, County, Phone, Fax, E-Mail Address, Primary Contact Name (First MI Last).	H				
LMM-3.2	The system shall provide users with the ability to search for clients based on various parameters such as Client Name and Client Type	H				
Track History / Audit Trail						
LMM-4	The system shall track details and changes (capture historical information/ audit trail) in Controlling Board Entries and Next Fiscal Year Projections information for reporting purposes and policy compliance. Track what was modified, date/time modified and who modified.	H				

ID	Requirement	Priority	Current Capability or Configurable Item	Future Release	Custom Development	Not Available
Data Migration / Conversion						
LMM-5	The selected contractor shall provide data migration / conversion from the in-house developed legacy case management system (SQL Server 2008) to the new system from 1998 to the time of implementation. This system has approximately 8,400 matters and 37,000 invoices for the period fiscal year 1999 to fiscal year 2008 that will need to be converted.	H				
LMM-6	Fiscal year specific information for matters such as fiscal year, attorney assigned, rate type, rate, start date, and controlling board information are missing in hosted e-billing / legal matter management system. Therefore, this information will need to be converted from the in-house developed system database for the period from fiscal year 2008 to the time of implementation. This system has approximately 14,000 matters and 36,000 invoices for the period from fiscal year 2009 to August 2019.	H				

Appendix A – Assignment Flow Diagram



Appendix B – Billing/ Invoice Review Flow Diagram



Appendix C – Legacy Reports

Example of the Invoice Review Routes by Reviewer

This report identifies routes assigned to a specific reviewer
Parameters: Invoice Reviewer, Matter Status
Sorted by: Matter Number

Invoice Review Routes as of 8/27/19

Matter No.	Client's Name	Work Area	#	Member Name	Auth Amt	Force Next
1205	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
1205-1	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
1205-2	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
1205-3	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
1205-4	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
3089	Ohio State University	(Archive) Healthcare	1	Amy Golian	$0.00	Yes
3089-1	Ohio State University	(Archive) Healthcare	1	Amy Golian	$0.00	Yes
3089-2	Ohio State University	(Archive) Healthcare	1	Amy Golian	$0.00	Yes
3119	Columbus State Community College	(Archive) Real Estate	2	Amy Golian	$0.00	Yes
4103	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4103-1	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4103-2	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4103-3	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4103-4	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4103-5	Ohio State University	Labor	1	Amy Golian	$0.00	Yes
4287	Ohio State University	(Archive) Other	1	Amy Golian	$0.00	Yes
4287-1	Ohio State University	(Archive) Other	1	Amy Golian	$0.00	Yes
4287-2	Ohio State University	(Archive) Other	1	Amy Golian	$0.00	Yes
4287-3	Ohio State University	(Archive) Other	1	Amy Golian	$0.00	Yes

Example of the Client Fees & Expenses

This report gives total fees and expenses for each invoice for a client.
Parameters: Matter Status, Client
Sorted by Matter Number, Invoice Number

University Name

Matter Group Name	Invoice No.	Invoice Date	Invoice Start Date	Invoice End Date	Net Expenses	Net Fees	Total Net Fees & Expenses
AGO-7140 - Foundation Litigation	70080	05/13/2019	03/01/2019	03/31/2019	$0.00	$1,216.25	$1,216.25
	70238	07/02/2019	04/01/2019	04/30/2019	$0.00	$10,605.00	$10,605.00
	70240	07/02/2019	05/01/2019	05/31/2019	$13.34	$752.50	$765.84
AGO-7140 - Foundation Litigation				Sum:	$13.34	$12,573.75	$12,587.09

Matter Group Name	Invoice No.	Invoice Date	Invoice Start Date	Invoice End Date	Net Expenses	Net Fees	Total Net Fees & Expenses
AGO-7143 - Real Estate	1438770	05/14/2019	04/01/2019	04/30/2019	$0.00	$490.00	$490.00
AGO-7143 - Real Estate				Sum:	$0.00	$490.00	$490.00

Matter Group Name	Invoice No.	Invoice Date	Invoice Start Date	Invoice End Date	Net Expenses	Net Fees	Total Net Fees & Expenses
AGO-7172 - Litigation Counsel	64399	05/31/2019	05/01/2019	05/31/2019	$0.00	$7,155.00	$7,155.00

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Example of the Ledger Report

This report lists the detailed invoice information for a specific matter.
Parameters: Matter Number
Sorted by: Service Period Start Date

Ohio Attorney General, Dave Yost

Ledger Report for Assignment Number: AGO- 1040 FY 2013

Firm:	Cohn and Marks	**Rate:**	$250.00	Printed On: 10/03/13
Client:	Bowling Green	**Budget Limit:**	$15,000.00	
Case:	Communications Advice	**Approved:**	$3,566.15	
Attorney:	Jerold L. Jacobs, Esq.	**Budget Available:**	$11,433.85	
		Pending Invoices:	$.00	
		Pending Budget:	$11,433.85	
		Total Billed:	$3,566.15	

Assignment Activity

Activity Date	Effective Date	Rate	Budget	CB Amount	CB Number	CB Status
07/01/12	07/01/12	$250.00	$15,000.00			
		Total Budget:	$15,000.00			

Invoice Activity — **AGO - 1040 FY 2013**

Approved Date	Service Period	Pending	Approved	Invoice Number	Invoice Date	Received Date
8/24/2012	July 2012		$75.00	61336	8/2/2012	8/2/2012
10/4/2012	August 2012		$152.70	61449	9/5/2012	9/5/2012
10/19/2012	September 2012		$252.25	61587	10/4/2012	10/4/2012
12/7/2012	October, December 2012		$167.50	61635, 61886	11/5/2012	11/5/2012
12/13/2012	November 2012		$151.20	61755	12/4/2012	12/4/2012
3/13/2013	January 2013		$69.00	61971	2/5/2013	2/5/2013
5/16/2013	February 2013, March 2013		$1,182.35	62108, 62192	3/5/2013	3/5/2013
6/14/2013	April 2013		$412.50	62250	5/1/2013	5/1/2013
7/11/2013	May 2013		$1,028.65	62356	6/5/2013	6/5/2013
8/30/2013	June 2013		$75.00	62444	7/3/2013	7/3/2013
	Invoice Sub Totals:	$00.00	$3,566.15		**Total Billed:**	$3,566.15

Example of the Assignment Summary Report (by Client)

This report lists all matters that match the report parameters.
Parameters: Fiscal Year, Client, Firm
Sorted by: Client or Firm

Assignment Summary by Client

Case Name	Attorney Name	Rate	Budget	Invoices Pending	Invoices Approved	Total Billed
Belmont College						
Fregiato, Myser						
AGO-4333 2012 Education Law	Fregiato, Frank A.	$125.00	$1,000.00	$.00	$.00	$.00
Kayne Law Group						
AGO-4991 2012 Real Estate	Smith, Adam L.	$125.00	$5,000.00	$.00	$3,916.57	$3,916.57
Schottenstein, Zox						
AGO-4515 2012 Employee Benefits Advice	Starkoff, Alan G.	$200.00	$1,000.00	$.00	$156.00	$156.00
AGO-4740 2012 Employee Benefits Advice	Starkoff, Alan G.	$200.00	$1,000.00	$.00	$.00	$.00
Stark & Knoll						
AGO-5343 2012 Real Estate - Lease Agreement	George, Michael E.	$125.00	$5,000.00	$.00	$450.00	$450.00
	Belmont College total assignments: 5		$13,000.00	$.00	$4,522.57	$4,522.57
Central Ohio Technical College						
Crabbe, Brown						
AGO-4831 2012 Foundation Advice	Landefeld, David L.	$125.00	$3,000.00	$.00	$.00	$.00
Porter, Wright,						
AGO-5358 2012 Employee Benefits Advice	Hadden, James B.	$225.00	$2,000.00	$.00	$1,102.50	$1,102.50
Schottenstein, Zox						
AGO-4516 2012 Employee Benefits Advice	Starkoff, Alan G.	$200.00	$3,000.00	$.00	$560.00	$560.00
AGO-4611 2012 Employee Benefits Advice	Starkoff, Alan G.	$200.00	$2,000.00	$.00	$600.60	$600.60
	Central Ohio Technical College total assignments: 4		$10,000.00	$.00	$2,263.10	$2,263.10
Cincinnati State Technical and Community College						
Beckman, Weil,						
AGO-5150 2012 Contract Counsel	Cassady, Peter L.	$125.00	$2,500.00	$.00	$2,362.50	$2,362.50
AGO-4979 2012 IP & Copyright Matters	Cassady, Peter L.	$125.00	$2,500.00	$.00	$737.50	$737.50

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Example of Assignment Summary (by Firm)

This report lists all matters that match the report parameters.
Parameters: Fiscal Year, Client, Firm
Sorted by: Client or Firm

Assignment Summary by Firm

Case Name	Attorney Name	Rate	Budget	Invoices Pending	Invoices Approved	Total Billed
Alden Law Office						
Northeast Ohio Medical University						
AGO-4985 2013 Litigation	Alden, John L.	$125.00	$2,400.00	$.00	$2,400.00	$2,400.00
Allen & Overy						
Department of Transportation						
AGO-5294 2013 Miscellaneous	Horner, David	$50,000.00/flat fee	$200,000.00	$.00	$100,000.00	$100,000.00
Allen Matkins						
State Teachers Retirement System						
AGO-3471 2013 Real Estate	Schiffman, Dana	$350/Max	$300,000.00	$.00	$231,000.38	$231,000.38
Amer Cunningham						
Department of Developmental Disabilities						
AGO-5227 2013 Workers' Compensation	Duff, AndrewR.	$125.00	$16,000.00	$.00	$15,893.04	$15,893.04
Department of Health						
AGO-5425 2013 Workers' Compensation	Duff, AndrewR.	$125.00	$7,000.00	$.00	$2,826.40	$2,826.40
Department of Public Safety						
AGO-5483 2013 Workers' Compensation	Duff, AndrewR.	$125.00	$17,500.00	$.00	$5,880.85	$5,880.85
Department of Rehabilitation and Corrections						
AGO-5500 2013 Workers' Compensation	Morrison, Jack	$125.00	$250,000.00	$.00	$90,931.54	$90,931.54
Department of Youth Services						
AGO-5424 2013 Workers' Compenstation	Duff, AndrewR.	$125.00	$7,500.00	$.00	$3,764.65	$3,764.65
Development Services Agency						
AGO-5167 2013 ODOD Loan Program	Duff, AndrewR.	Flat Fee/Fee Schedule	$49,000.00	$.00	$.00	$.00
Kent State University						
AGO-5069 2013 Workers' Compensation	Duff, AndrewR.	$125.00	$25,000.00	$.00	$12,727.85	$12,727.85
AGO-5132 2013 Construction Matter	Duff, AndrewR.	$125.00	$850.00	$.00	$.00	$.00

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Example of Assignment Summary Report by Attorney

This report lists all matters that match the report parameters.
Parameters: Fiscal Year, Client, Firm
Sorted by: Attorney

Assignment Summary by Attorney

	Client Name	Case Name	Rate	Budget	Invoices Pending	Invoices Approved	Total Billed
Abrams, Robert (Stroock, Stroock &)							
AGO-5085 2012	Alcohol and Drug Addiction	test	$125.00	$10.00	$.00	$.00	$.00
AGO-1352 2012	STRS	Real Estate Investment and Tax Related Matters	$400.00/max	$327,445.90	$.00	$327,445.91	$327,445.91
		Abrams, Robert (Stroock, Stroock &) total assignments: 2		$327,455.90	$.00	$327,445.91	$327,445.91
Adams, Bret A. (Adams, Babner)							
AGO-5143 2012	Administrative Services	cafeteria plans & benefits	Flat fee/$2,500.00	$2,500.00	$.00	$2,500.00	$2,500.00
Adragna, John Michael (Miller, Balis)							
AGO-3974 2012	Consumers' Counsel	Federal Energy matters	$300 - Adragna & Goulet/$	$7,500.00	$.00	$2,071.74	$2,071.74
Allison, Jonathan A. (Carpenter Lipps)							
AGO-5333 2012	OSU	OSU v. St. Stevens	$150.00	$45,000.00	$.00	$32,565.79	$32,565.79
Armstrong, Maria J. (Bricker & Eckler)							
AGO-5238 2012	Akron	Retirement Plan Matters	$225.00	$7,000.00	$.00	$3,532.50	$3,532.50
AGO-4842 2012	Cincinnati University	Construction Matters	$190.00	$260,000.00	$.00	$225,796.59	$225,796.59
AGO-5155 2012	Cincinnati University	Affiliation and Operations Agreement Review	$200.00	$30,000.00	$.00	$22,365.20	$22,365.20
AGO-5044 2012	Development	ODOD Project Loans	Flat Fee/$125	$106,000.00	$.00	$28,802.53	$28,802.53
AGO-1396 2012	Development	Enterprise Bond Fund	Flat Fee/$125	$22,000.00	$.00	$20,413.37	$20,413.37
AGO-5080 2012	House Rep	Labor, Employment & Human Resources Issues - ETP	$385.00	$70,046.55	$.00	$.00	$.00
AGO-5199 2012	Insurance	Advice re Affordable Care Act	$210.00	$49,000.00	$.00	$48,289.50	$48,289.50
AGO-4528 2012	Lakeland	Bond Counsel Advice	$175.00	$7,500.00	$.00	$7,105.00	$7,105.00
AGO-4599 2012	Lakeland	Utility Matters	$250/Blended	$2,500.00	$.00	$2,433.00	$2,433.00
AGO-5054 2012	Lakeland	Tax Anticipation Notes	Flat Fee/per Attached Fee	$30,000.00	$.00	$25,000.00	$25,000.00

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Example of Fiscal Year Projection Report

This report lists budget information for each matter for the specified fiscal year and for the next fiscal year
Parameters: Client, Starting Fiscal Year
Sorted: by Client - then by Firm within Client – then by Matter Number

Ohio Attorney General, Dave Yost

Fiscal Year Projection Report

Department of Transportation

Patrick Piccininni - Chief Legal Counsel (614) 466-3664

Allen & Overy LLP — **2013** | **2014**

David Horner, Esq.
New York, NY (212) 610-6312
2013 **5294**

			2013	2014
Case Name	Miscellaneous	Rate:	$50,000.00/flat fee	Closed
Case Type:	Other	Budget:	$200,000.00	
Notes:		Total Billed:	$100,000.00	
		Approved:	$100,000.00	

Allen Matkins — **2013** | **2014**

Dana Schiffman, Esq.
San Diego, CA (858) 481-5055
2013 **3471**

			2013	2014
Case Name	Real Estate	Rate:	$350/Max	$350/Max
Case Type:	Real Estate	Budget:	$300,000.00	$300,000.00
Notes:		Total Billed:	$231,000.38	
		Approved:	$231,000.38	

Amer Cunningham Co., L.P.A. — **2013** | **2014**

Andrew R. Duff, Esq.
Akron, OH (330) 762-2411
2013 **5069**

			2013	2014
Case Name	Workers' Compensation	Rate:	$125.00	$125.00
Case Type:	Worker's Compensation	Budget:	$25,000.00	$40,000.00
Notes:		Total Billed:	$12,727.85	
		Approved:	$12,727.85	

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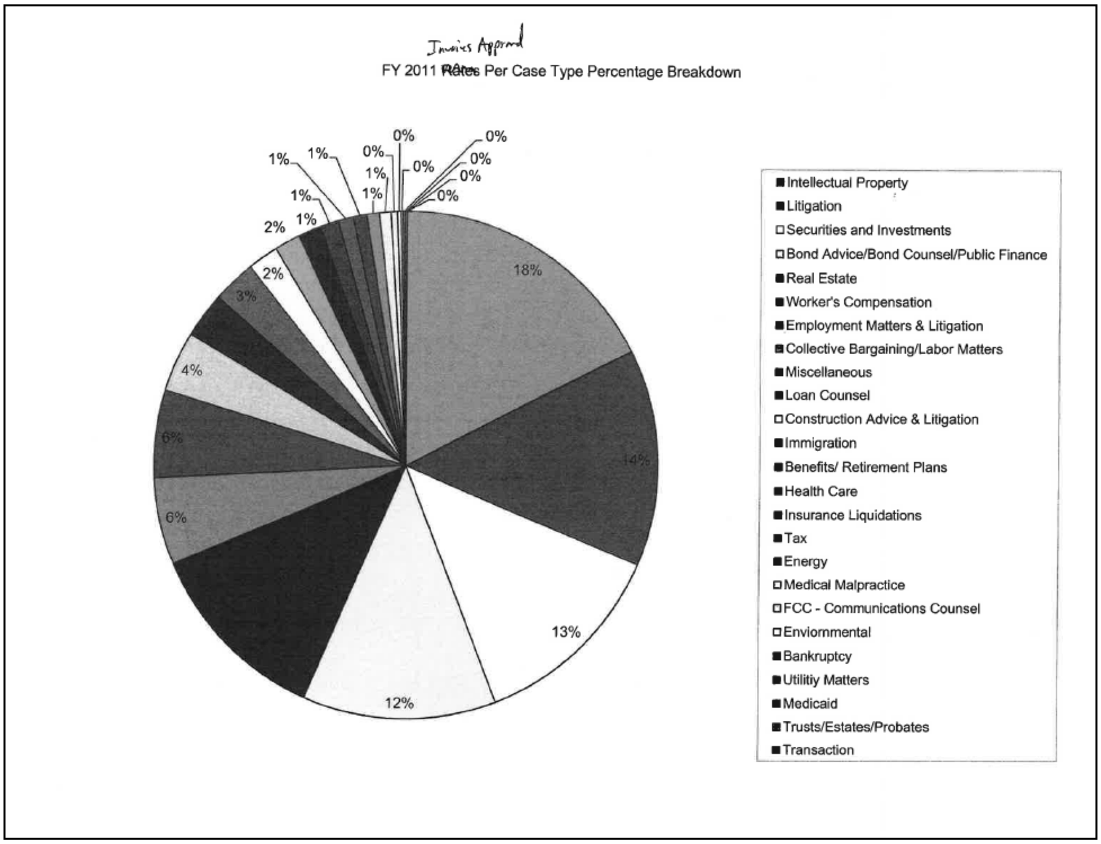
Example of the Case Type Percentage Report [Pie Chart with Legend / List Report]

This report looks at the Invoices Approved for the specified fiscal year and determines the invoice approved percentage for each case type.

Parameters: Fiscal Year

Sorted By: descending case type percentage

Preference is to display a pie chart with legend; however, if that is not possible then list each Case Type and their percentages.



FY2011 Invoices Approved Per Case Type Percentage Breakdown

Case Type	Percentage
Intellectual Property	18%
Litigation	14%
Securities and Investments	13%
Bond Advice/Bond Counsel/Public Finance	12%
Real Estate	11%
Workers Compensation	6%
Employment Matters & Litigation	6%
Collective Bargaining / Labor Matter	4%
List other case types	
Transaction	0%

Example of the Outside Counsel Invoice Report

This report looks at each matter assigned on or after a specified fiscal year and computes the total budget amount and invoices approved amount for each fiscal year.

Parameters: Starting Fiscal Year

Sorted By: Fiscal Year

Special Counsel Invoice Report				
Fiscal Year	**Budget**	**Invoices Approved**		
1999	$27,711,026.60	$22,046,248.42		
2000	$32,840,323.17	$23,896,076.30		
2001	$35,933,447.09	$27,205,996.71		
2002	$36,829,164.77	$26,918,699.46		
2003	$43,628,331.50	$30,266,635.00		
2004	$43,722,038.00	$31,372,842.43		
2005	$44,055,311.52	$31,795,463.01		
2006	$52,778,922.15	$37,976,434.46		
2007	$55,454,313.05	$34,428,178.82		
2008	$44,351,996.80	$29,495,267.72		
2009	$48,334,171.64	$22,748,467.80		
2010	$45,315,228.40	$26,189,794.85		
2011	$49,409,056.53	$29,459,884.88		
2012	$56,209,522.81	$35,102,087.54		
2013*	$46,047,784.36	$20,562,113.97		
	$662,620,638.39	**$429,464,191.37**		
* As of May 13, 2013				

Example of the Firm Side-by-Side Budget Report

This report looks at each matter assigned to a firm for a specified fiscal year and computes the total budgeted amount and invoices approved amount for each firm.

Parameters: Fiscal Year

Sorted By: Firms Invoice Approved Total for the specified fiscal year

Firm Budget Side by Side FY2012 - FY2013

Firm Name	Final FY 2012 Budget	FY 2012 Invoices Approved
Morgan, Lewis	$2,475,000.00	$1,953,832.17
Ice Miller	$451,500.00	$126,746.20
MacMillan, Sobanski	$1,715,000.00	$1,276,796.77
Barnes & Thornburg	$1,790,000.00	$1,132,367.50
Renner Kenner	$1,247,500.00	$977,602.68
Calfee, Halter	$2,036,500.00	$855,421.71
Vorys, Sater,	$1,825,500.00	$561,762.68
Squire, Sanders	$1,982,500.00	$1,467,548.60
Jones Day	$1,172,000.00	$194,032.19
Porter, Wright,	$1,763,027.50	$497,946.93
Taft Stettinius	$1,365,081.45	$501,458.11
Dinsmore & Shohl	$910,000.00	$644,908.59
Seyfarth Shaw	$790,531.00	$468,589.85
Wood, Herron &	$1,005,000.00	$477,542.87
Brennan, Manna	$1,831,000.00	$850,057.80
Standley Law Group	$761,600.00	$206,134.95
Tucker, Ellis	$918,000.00	$176,322.37
Bricker & Eckler	$1,219,950.95	$490,616.53
Arent Fox	$500,000.00	$331,386.80
McDonald Hopkins	$1,469,000.00	$1,113,928.44
Buckingham, Doolittle	$778,655.00	$409,146.09
Kegler, Brown,	$641,877.84	$241,772.07
Fay, Sharpe,	$445,000.00	$187,559.17
Isaac, Brant	$451,500.00	$126,746.20
Newhouse Prophater	$452,500.00	$121,618.63
Baker & Hostetler	$450,001.00	$74,754.92
Fisher Phillips	$925,000.00	$279,747.86
Wiles, Boyle,	$320,000.00	$46,674.70
Cavitch, Familo,	$929,000.00	$340,404.48
Organ Stock	$175,000.00	$82,388.96
Carlile, Patchen &	$401,000.00	$71,816.45
Allen Matkins	$300,000.00	$299,174.55
McKenna Long	$143,880.00	$0.00
Peck, Shaffer	$1,541,797.50	$888,690.73
Groom Law Group	$280,000.00	$171,232.72
Locke, Lord & Bissell	$280,000.00	$139,260.64
Kremblas, Foster,	$290,000.00	$172,234.73
Marshall & Melhorn	$223,000.00	$165,033.10
Stroock & Stroock &	$125,000.00	$112,751.82
Dreitler True	$138,000.00	$0.00
Crabbe, Brown	$490,000.00	$263,937.38
K&L Gates	$150,000.00	$112,016.41
Kayne Law Group	$230,000.00	$69,013.92
Ulmer & Berne	$250,000.00	$114,803.23
Frost Brown Todd	$460,500.00	$231,231.35
Hogan Lovells	$200,000.00	$127,491.72
Freund, Freeze	$150,000.00	$77,252.62
Jones Walker	$200,000.00	$41,542.87
Arnold Todaro	$100,000.00	$39,633.27
Allen & Overy	$300,000.00	$0.00
Tarolli, Sundheim	$45,000.00	$0.00
Perez & Morris	$308,500.00	$87,027.67
Tschugunov Law Office	$150,000.00	$135,575.89
Holt, Ney, Zatcoff &	$175,000.00	$134,150.11
Brouse McDowell	$739,775.00	$247,142.35

Updated June 13, 2013

7.2 Attachment B –Proposal Checklist for Completeness

Section Ref.	Description	Page Limit	Complete? Y/N
-	Transmittal Letter	1	
-	Table of Contents	N/A	
A	Executive Summary	2	
B	Project Organization, Reporting Structure, and Staffing	2	
C	High-Level Schedule Summary – e-Billing Management	4	
D	Prospective Contractor Qualifications	4	
E	Approach and High-Level Plan – e-Billing Management	8	
F	References (using Attachment C)	3 Each	
G	Cost Proposal – e-Billing Management	2	
H	Exceptions, Assumptions, and Deviations	N/A	
I	Trade Secrets	N/A	
J	High-Level Schedule Summary - Optional Legal Matter Management	2	
K	Approach and High-Level Plan – Optional Legal Matter Management	2	
L	Cost Proposal – Optional Legal Matter management	2	

7.3 Attachment C – Contractor Reference Form

NOTE: The prospective contractor ***must*** submit **three** (3) references using the form below.

Element	Detailed Information
Name of Client	
Client Address	
Client City, State, and ZIP Code	
Contract Project Name, Date, and Number of Years Contracted	
Client Primary Contact Name	
Primary Contact Title	
Primary Contact E-Mail	
Primary Contact Telephone	
Relationship of Work Performed to That Required by RFP	