

**OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS
LAW ENFORCEMENT INVESTIGATIVE RESOURCES**

RFP NUMBER: AGO-LIB-LEIR21

March 17,2020

Sealed Proposals must be received by:

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

On or before:

April 10, 2020, 3:00 p.m. Eastern Time

Table of Contents

SECTION 1.0	INTRODUCTION	4
1.1	Background and Current Request.....	4
1.2	RFP Information Website	4
1.3	Schedule of Events and Deadlines.....	5
1.4	Response Deadline and Ship-To Address	5
SECTION 2.0	SCOPE OF WORK	7
2.1	No AGO Research or Work-Product May Be Stored in a Vendor-Controlled System	7
2.2	Required Online LE Resources	7
2.3	Information Currency and Source(s)	8
2.4	Vendor-Provided Training.....	8
2.5	Vendor-Provided Technical Support	9
2.6	Three (3) Week Trial Period of All Products in Offeror’s Proposal	9
2.7	Procedure to Limit the Ability to Add, Cancel, or Change User IDs.....	9
SECTION 3.0	TERMS AND CONDITIONS	9
3.1	Budget and Payment.....	10
3.2	Requirements Specific to the State of Ohio.....	10
3.2.1	Fiscal Biennium	10
3.2.2	Reimbursable Expenses.....	10
3.2.3	Certification of Funds	10
3.2.4	Public Record Information	11
3.2.5	Trade Secret Information	11
3.2.6	Governing Law	12
3.2.7	Liability	12
3.2.8	Warranties and Certifications with Respect to this RFP	12

3.2.9	Contractor’s Representations and Warranties in the Resulting Contract.....	13
3.3	Performance Deficiencies.....	14
3.3.1	Credit.....	15
3.3.2	Service Credits.....	15
3.4	Compliance with Federal, State, and AGO Security Regulations, Policies, and Procedures	15
SECTION 4.0	PROPOSAL PREPARATION INSTRUCTIONS.....	16
4.1	RFP Response Required Number of Copies	16
4.1.1	Master Copy	16
4.1.2	Paper Copy Requirements - Proposal Format.....	16
4.1.3	Electronic Copy Requirements.....	16
4.2	General Response Requirements	17
4.2.1	Multiple or Alternate Proposals	17
4.2.2	Discrepancies	17
4.2.3	Disposition of Unsuccessful Responses	17
4.2.4	Restrictions on Communications.....	17
4.2.5	Restrictions on News Releases	17
4.2.6	Discussions.....	17
4.2.7	RFP Response Validity Period.....	17
4.3	Proposal Content Checklist.....	17
4.4	Transmittal Letter	18
4.5	Executive Summary.....	19
4.6	Trade Secrets.....	19
4.7	Exceptions, Assumptions, and Deviations	19
SECTION 5.0	EVALUATION AND POTENTIAL AWARDING OF CONTRACT(S).....	20
5.1	Evaluation Process	20
5.2	Award of Contract(s).....	21

SECTION 1.0 INTRODUCTION

1.1 Background and Current Request

The Ohio Attorney General's Office (AGO) is pleased to release this Request for Proposals (RFP) for one or more contractors to provide digital law enforcement sensitive investigative resources, including, but not limited to social media, phone, and public records information services for approximately one hundred (100) members of the AGO's law enforcement (LE) staff.

Ohio Attorney General Dave Yost is an elected official who is the chief law enforcement official for the State of Ohio and its agencies, boards and commissions. The office consists of about 1600 employees in 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.

Members of the AGO's law enforcement staff need digital law enforcement sensitive investigative resources for a staff of approximately one hundred (100), that are concentrated in the following area of the agency: Bureau of Criminal Investigation (BCI); Health Care Fraud Section; Ohio Organized Crime Investigations Commission (OOCIC); Charitable Law Section; and the Consumer Protection Section.

Proposals are sought from organizations with expertise in providing high-quality, computerized law enforcement investigative resources as described herein. To be considered, offerors must respond to this RFP according to the requirements set forth herein. The response (henceforth the "proposal") must clearly address:

1. Offeror's willingness and ability to provide access to high-quality, computerized information by utilizing the skills, creativity, experience, and knowledge of a company that specializes in multiple law enforcement investigative resources;
2. Offeror's willingness and ability to abide by the terms set forth in this RFP;
3. Economies of scale, including, but not limited to, any savings via product bundling offered.

Ohio-based organizations are encouraged to respond.

1.2 RFP Information Website

Reference materials related to this RFP will be available on the State of Ohio Procurement site. The website address is linked from www.OhioAttorneyGeneral.gov/Business/Services-for-Business/RFQ. The website will provide the following:

- RFP Documents – Copy of this RFP and any Attachments;
- Addenda – Contains any addenda or amendments to the RFP or other documentation;
- RFP Communications – Any documentation related to addenda to the RFP and other announcements.

- Questions and Answers – Contains copies of all offeror questions and answers regarding the RFP or other related documents.
- Editable RFP Forms – Any editable copies of forms and tables found in the RFP and required in the offeror’s response.

The AGO is not responsible for the accuracy of any information regarding this RFP that was obtained or inferred through a source different from this RFP or related materials found on the RFP Information Website.

1.3 Schedule of Events and Deadlines

Table 1 (below) lists the expected RFP deadlines. However, all dates are subject to change.

Table 1 – Procurement Schedule

No.	Action	Date
Dates		
1	RFP Released	March 17, 2020
2	RFP Inquiry Deadline Date/Time: Inquiries must be submitted by no later than 8:00 a.m. Eastern Time on the specified date.	March 27, 2020 8:00 AM
3	RFP Response Deadline Date/Time: Proposals must be received from offerors no later than 3:00 p.m. Eastern Time on the specified date.	April 10, 2020 3:00 p.m.
4	Estimated Award Date: This may change due to unforeseen circumstances.	June 1, 2020

The AGO may, at any time and in its sole discretion, adjust the dates listed above, or elsewhere. Any changes in the schedule, including deadline changes, will be published by the AGO as a formal RFP amendment on the website identified in section 1.2.

While the RFP dates are subject to change, offerors must be prepared to meet those dates as stated. Any failure by an offeror to meet a deadline set forth herein, or to meet the requirements for contract performance, may result in the AGO rejecting the offeror’s proposal.

1.4 Response Deadline and Ship-To Address

One original and ten (10) conforming copies of the Proposal must be submitted no later than **April 10, 2020, at 3:00 p.m. Eastern Time**. Proposals must be addressed and shipped to the following address. The phone number is only to meet requirements by shippers, and must not be used for any other communication.

Proposals shall be delivered to the:

Ohio Attorney General's Office Library
30 East Broad Street, 15th Floor
Columbus, Ohio 43215
Phone: 614-995-4226
Attn: Carol Ottolenghi

The original or Master Copy of the proposal must be hand-signed, in blue ink, by an individual who is authorized to bind the offeror to the provisions of the proposal.

Proposals must be received by the AGO no later than the RFP Response Deadline Date/Time indicated in the Procurement Schedule. Offerors who mail proposals must allow adequate mailing time to ensure timely receipt. Proposals that are postmarked by the **RFP Response Deadline Date**, but not received by the AGO by the **RFP Response Deadline Time** may be considered late. The AGO is under no obligation to accept late proposals. Offerors must account for potential delays in mailing time due to increased security or inclement weather.

Proposals received after April 10, 2020, at 3:00 PM Eastern Time, shall be considered late and shall not be accepted or considered. Requests for extensions of the proposal deadline date and time will not be considered nor granted. Late Proposals will remain unopened and will not be returned. Incomplete Proposals will not be accepted or considered and will not be returned. The AGO will reject late responses regardless of the cause for the delay. Once any proposal is deemed late, misleading, inaccurate, or incomplete by the AGO, it will not receive any additional consideration for award and it will not be returned.

It is essential that offerors carefully review all elements in their proposals. Once opened, proposals cannot be altered in any way, except as expressly permitted by the process of this RFP. The AGO may reject any RFP response that it believes is not in its best interest to accept and the AGO may decide not to do business with any of the offerors 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 an offeror 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 reserves the right to conduct negotiations with one or more offerors during the RFP review process. Offerors 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.

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

The AGO prohibits multiple RFP responses from a single offeror. If an applicant does so, all RFP responses from that applicant will be rejected.

The AGO will notify an offeror via email or letter if the RFP response was rejected for being late, incomplete, or any other reason.

For more information related to contractual requirements, note the section entitled, “3.2. Requirements Specific to the State of Ohio” where such items as the AGO discouraging the inclusion of any trade secrets into the response are delineated.

SECTION 2.0 SCOPE OF WORK

All work performed will be in compliance with AGO policies and procedures, and using industry standard best practices. The successful offeror must demonstrate to the AGO’s satisfaction that it can meet the objectives of this RFP at the bid price.

The proposal must be valid for a minimum of four (4) months from the RFP Response Deadline Date/Time.

2.1 No AGO Research or Work-Product May Be Stored in a Vendor-Controlled System

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

- The AGO will not accept a solution that requires the storage of AGO work-product (research, analysis, etc.) in a vendor-controlled system, sometimes referred to as “folders;”
- Such storage options should not be offered to AGO staff, either individually or in classes;
- Any products, options, or features of offeror that include such a storage option must include a way for the AGO staff member administering the account (hereafter the AGO account manager) to disable the storage option.

2.2 Required Online LE Resources

Offerors must affirmatively indicate if unlimited access to resources that provide the information or services listed below for **ALL** fifty (50) states, as available, is included in the proposal for the flat monthly fee. This information includes, but is not limited to:

1. Secretary of State filings
2. Real property records
3. Bankruptcy records
4. UCC Filings
5. Judgments and Liens
6. Personal property records (Car, Airplane, Boat, etc.)
7. Professional licenses
8. Drivers’ licenses and BMV records
9. Hunting, fishing, CCW, and boating licenses

10. Business/company information
11. Voter registrations
12. Phone numbers
13. "Batch" phone processing
14. Commercial and residential addresses
15. Birth dates
16. Whole Social Security Numbers
17. Relationships between a subject and other people and/or businesses, including graphic representations thereof
18. Email addresses
19. Criminal history information
20. Vehicles past and present
21. Social media information
22. Pictures of subject and locations
23. Social Security Death Records
24. Asset Searches
25. Utilities information
26. Cell phone provider information
27. License plate reader
28. Employment histories
29. A forensically-sound means of capturing social media and webpages

2.3 Information Currency and Source(s)

Information is only as good as its sources and currency. Using **Attachment A – Information Currency and Source(s)**, indicate the source(s) and currency for each of the information types listed above.

If an offeror does not provide one or more of the 28 information types requested in the flat monthly fee, indicate why.

2.4 Vendor-Provided Training

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

- Initial training required to familiarize AGO staff with the product. This may differ significantly between vendors, dependent upon the AGO's past experience with the offerors' products;
- Ongoing training on a schedule to be determined by need, but no less than quarterly;
- The costs to the AGO for various types of training.

2.5 Vendor-Provided Technical Support

Offerors should provide information about their technical support program, including:

- The number of hours that various resources were unavailable in the past year due to technical problems;
- The availability and type of support that is available to users (search strategies, how-to, etc.);
- Hours that technical assistance is available (24/7, 9-5, etc.);
- The cost to the AGO for technical support.

2.6 Three (3) Week Trial Period of All Products in Offeror's Proposal

Offerors will provide three-week access for ten (10) AGO staff members to all products included in their proposals. These staff members will apply the products to current cases in order to contrast and compare the products. These tests will be part of active LE cases, and thus not subject to public records requests. (Ohio Revised Code 149.43(A)(1)).

2.7 Procedure to Limit the Ability to Add, Cancel, or Change User IDs

The LE-sensitivity of these information products requires additional security measures. Offerors must outline a well define procedure to limit subscription changes to the AGO account manager ONLY to ensure that only authorized persons have access to the subscription.

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 contractor.

By submitting the proposal offeror agrees to enter into an Agreement substantially identical to the Agreement attached hereto as **Attachment B – Sample LE Investigative Resources RFP Personal Services Contract**. The Agreement may only be modified to account for special circumstances and facts presented in the offeror's Statement of Work. In no event shall the AGO modify any of terms specified in this section.

3.1 Budget and Payment

The AGO reserves the right to conduct negotiations with one or more offerors during the proposal review process. Offerors may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. Negotiated terms may include included products, limits, and compensation.

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 proposal to this RFP (the "Fee") as negotiated. In no event will payments under the resulting contract exceed the "not-to-exceed" amount. The selected contractor's right to the Fee is contingent on the successful 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 Ohio law and the AGO's policies regarding invoices and their submission. The AGO will notify the selected contractor in writing within 30 business days after it receives an invoice of any defect on the invoice 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 June 30, 2021. The AGO may, at any time, suspend or terminate the resulting contract with or without cause by giving written notice to the selected contractor.

The terms of the contract may not be changed for any reason without the signature of AGO staff with sufficient spending authority.

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 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 offerors 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 offeror agrees that if, after a request for disclosure of the proposal, litigation is brought attempting to compel production of the material or to protect the materials from production, the offeror 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 offeror 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 offerors are strongly discouraged from including any information that the offeror 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 offeror must:

- 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.

- Include a separate page that lists each page in the proposal that includes trade secret information and the number of occurrences of trade secret information on that page (also see section 5.4.12).

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 offeror 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 offeror 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.
- 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 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, or its parent organization, 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 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. The notification form to be completed is here: The following link is to the Independent Contractor Acknowledgement Form provided by the Ohio Public Employees Retirement System (“OPERS”), <https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>. Please visit the link, read these instructions and the online form carefully, and return this form pursuant to the instructions provided. The completed form must be emailed to: OPERSForm@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 Performance Deficiencies

This subsection does not deal with deficiencies of the offerors’ proposal. Proposal Preparation Requirements are in Section 4 of this RFP. This subsection deals with deficiencies in performance during the contract term.

The intent of this subsection is to advise 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.

3.3.1 Credit

For a cloud-based solution, 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 monthly period, measured in hours, during which the system is unavailable for use, excluding Scheduled Downtime.

3.3.2 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 12 hours	One (1) day of Service Credits equal to 1/30 th of the monthly maintenance.
13 to 48 hours	Two (2) days of Service Credits equal to 1/15 th of the monthly maintenance, multiplied by 2.
49 to 96 hours	Five (5) days of Service Credits equal to 1/6 th of the monthly maintenance, multiplied by 4.
Each additional block of 96 hours thereafter	Additional five (5) days of Service Credits equal to 1/6 th 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 selected contractor. If the payment is insufficient to cover the deficiency, then the selected contractor will immediately pay the amount of the insufficiency to the AGO.

3.4 Compliance with Federal, State, and AGO Security Regulations, Policies, and Procedures

The offeror must explain all methods of security used by the contractor’s Attorney Conflicts of Interest system, including details describing security aspects of the systems’ physical architecture and logical

architectures. For hosted services, the offeror must define how segregation of AGO data and systems is implemented within a multi-tenancy and where, geographically, data is stored or processed. Additionally, the offeror must explain the 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.

SECTION 4.0 PROPOSAL PREPARATION INSTRUCTIONS

Offerors understand and acknowledge that the act of submitting a proposal does not guarantee a contract with the AGO. The AGO may reject any proposal that it believes is not in its best interest to accept, and the AGO may decide not to do business with any of the offerors 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.

Offeror's proposal is not considered a contract, although it will become part of a contract if the offeror is selected and negotiates and agrees to a contract with the AGO. Pursuant to Section 3.2.8, Offeror Warranties and Certifications, any contract resulting from this RFP shall be in a form provided by the AGO to the offeror, and negotiated in good faith.

Specific information related to Ohio contractual requirements is found in Section 3.2, Requirements Specific to the State of Ohio.

4.1 RFP Response Required Number of Copies

Offerors must submit one (1) original copy of their proposal (hereafter the Master Copy), ten (10) conforming paper copies, and one (1) conforming electronic copy on a USB drive.

4.1.1 Master Copy

The Master Copy is the original proposal submitted on paper. It must be signed in blue ink by a person who can contractually obligate the organization. In case of differences between the Master Copy and other copies of the proposal, the Master Copy binds the offeror.

4.1.2 Paper Copy Requirements - Proposal Format

The proposal must be double-spaced on 8½-inch by 11-inch paper with one-inch margins. The font must be no smaller than 12 point. A page number and the **RFP identification number AGO-LIB-LEIR21 must be in the margin at the top of each page of the proposal.**

4.1.3 Electronic Copy Requirements

The USB drive containing the electronic version of the paper copy must:

- Be labeled with a text file to indicate the offeror name, solicitation name, and date of submission;
- Screened for computer viruses prior to submittal;
- Fully searchable, printable, and unlocked.

- Not be password protected.

4.2 General Response Requirements

4.2.1 Multiple or Alternate Proposals

As stated in Section 1.4, this RFP does not permit multiple proposals from the same offeror.

4.2.2 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, a conflict internal to this RFP, or are otherwise unsound, the offeror should notify the AGO via the method described in section 1.2, with supporting rationale. Failure to notify the AGO will **not** give rise to an offeror's claim that in substance hinges on an error, omission, a conflict internal to this RFP or unsound instructions brought after an offeror has submitted a response.

4.2.3 Disposition of Unsuccessful Responses

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

4.2.4 Restrictions on Communications

Unless the AGO advises differently in writing, offerors must not contact any AGO employees about this RFP EXCEPT through the RFP Information Website listed in Section 1.2. All contact about this RFP is to be in writing using this website. All inquiries and the AGO responses will be posted to this website.

4.2.5 Restrictions on News Releases

Offerors must make no news releases pertaining to the award of this RFP without prior approval by the AGO.

4.2.6 Discussions

The AGO reserves the right to award this effort based on the initial response, as received, without discussions with any offeror.

4.2.7 RFP Response Validity Period

The offeror must provide a response that the proposal is valid for a minimum of four (4) months **from April 10, 3:00 p.m. E.S.T.**

4.3 Proposal Content Checklist

The proposal shall contain at a minimum the following information:

1. A Table of Contents that clearly identifies the proposal's references and page numbers.
2. A Transmittal Letter containing the information described in Section 4.4;
3. An Executive Summary containing the information described in Section 4.5;
4. A complete response to the Scope of Work described in Section 2, including Table 2 in Attachment A;
5. A fixed monthly price for all services listed in Section 2, Scope of Work, for approximately 100 AGO LE staff;
6. The fixed monthly cost figure should indicate whether it includes free research assistance for AGO staff, and how offeror will implement such assistance;
7. The fixed monthly cost figure should indicate whether it includes the addition, at no extra charge, of new materials and/or services as they become available. Conversely, indicate what discount, if any, would apply for these additional services if they are not included in the scope of the original contract resulting from this RFP;
8. Any additional benefits, price concessions, and/or discounts, if any, that will apply if the offeror is selected, to existing products or services of offeror that the AGO already uses. These may include, but are not limited to, discounts on updates to books and databases that the AGO purchases from the offeror or a parent or subsidiary of offeror;
9. Documentation necessary to respond to the requirements set forth in Section 3;
10. A well-defined procedure to limit the ability to add, cancel, or change user IDs to the AGO account manager ONLY;
11. A discussion of Trade Secrets containing the information described in Section 4.6;
12. A discussion of Exceptions, Assumptions, and Deviations containing the information described in Section 4.7.

4.4 Transmittal Letter

The Transmittal Letter must:

- Be in the form of a standard business letter;
- Be signed by an individual authorized to legally bind the offeror;
- Identify the submitting organization's name, address, and phone number (along with parent company name, if any);
- Separately identify the name, title, phone number, and email address of the person authorized by the organization to contractually obligate the organization;
- Separately identify the name, title, phone number and email address of the person authorized to negotiate a contract on behalf of the organization;
- Separately identify the name, title, phone number, and email address of person to be contacted for clarification of the proposal;
- Affirm that all statements made in the Transmittal Letter and proposal are true and accurate;
- Explicitly indicate acceptance of the Terms and Conditions in Section 3.0 of this RFP;

- Be signed by a person authorized to legally bind the organization.

4.5 Executive Summary

An Executive Summary is required with every proposal submission. It must be no longer than three (3) single-sided pages. It should include:

- The total cost of the proposed online legal research services. This should be one (1) number. Please do not break-out the services in an a la carte manner;
- A summary of the contents and scopes of databases;
- A summary of the AGO staff training provided;
- Whether additional services outside the scope of the proposal will be available for purchase on an as-needed basis. Please do not detail the costs and services here;
- A list of the “economy-of-scale” discounts and add-ons, if any, that will be provided by the successful vendor. This may include, but is not limited to, discounts on updates to books and databases that the AGO purchases from the vendor’s parent company;
- Examples of the discounts and add-ons provided by the offeror to the AGO during FY2019 – FY2020 (July 1, 2019 – June 30, 2020).

4.6 Trade Secrets

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

4.7 Exceptions, Assumptions, and Deviations

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

- a. Offerors must not take exception to any statement in section 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 section “3.2 Requirements Specific to the State of Ohio,” must contain sufficient amplification and justification to permit evaluation.

- e. Additionally, any exceptions, assumptions, or deviations taken to Attachment A – Contract Sample or its exhibit, AGO Non-Employee Network Access Policy Acknowledgement must also contain sufficient amplification and justification to permit evaluation.
- f. For each exception or deviation taken, the expected benefit to the AGO must be explained.
- g. Requests for exceptions, assumptions, or deviations and their justifications will not be counted in the page number limitations specified.
- h. If the offeror presents exceptions, assumptions and deviations, the offeror must reference the exact section, page, and sentence(s) of the RFP that corresponds to the exception, assumption, and deviation.
- i. The AGO reserves the right to reject any and all exceptions, assumptions, and deviations.

SECTION 5.0 EVALUATION AND POTENTIAL AWARDING OF CONTRACT(S)

5.1 Evaluation Process

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

The award of a contract, if any, will be with one or more offerors whose proposal(s), in the sole opinion of the AGO, best meets the AGO's interests, requirements, and needs.

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

- Capacity of organization to complete the work as set forth in the RFP;
- Reasonableness of proposed costs;
- Results of user testing;
- Readability and clarity of the proposed solution's online and mobile interfaces, including the quality of graphic representations;
- Currency and quality of the data;
- Willingness to consider the AGO's complete exposure to all of the offeror's products and services, and give "bundle" discounts; and the
- Completeness of the proposal, and how clearly it addresses all of the issues set forth in the RFP.

The AGO reserves the right to, at its sole discretion, request additional information or presentations to assist it in the review process. In addition, the AGO reserves the right to conduct negotiations with one or more offerors during the RFP review process. Offerors may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation.

During the proposal review process, the selection committee may, in its sole discretion, require some offerors to make a presentation of the services in their proposal and/or to provide full-access IDs and passwords to certain AGO staff and members of the selection committee for a period of a few weeks. The presentations and test periods, if any, will be scheduled at the convenience and discretion of the selection committee.

The AGO reserves the right, in its sole discretion, to conduct negotiations with one or more offerors concerning one or more aspects of the proposals during the proposal review process. However, offerors should not assume that there will be an opportunity to negotiate the terms of their proposal during the review process. offerors are prohibited from communicating with any employee of the AGO about the RFP during the evaluation process unless they are contacted by the AGO.

5.2 Award of Contract(s)

The AGO may award and negotiate a contract with one or more offerors for an initial term of one (1) year, beginning July 1, 2020, and expiring no later than June 30, 2021. Each contract shall also include an optional renewal term up to a maximum of two additional years, which shall be at the AGO's sole discretion. The beginning and expiration dates of the contract shall be in the AGO's sole discretion. No award hereunder is effective until approved, and a contract has been fully executed by the AGO and offeror.

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

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

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