

**OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS**

Crime Fighting Technology Sharing Software Solution

RFP NUMBER: AGO-051721

May 21, 2021

Responses must be submitted no later than the deadline via email to:

Procurement@OhioAGO.gov

On or before:

June 18, 2021 at 3:00 PM Time Eastern Time

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SECTION 1.0 INTRODUCTION

Ohio Attorney General Dave Yost is an elected official who is the Chief Law Officer for the State of Ohio and its agencies, boards and commissions. The office consists of about 1,600 employees in nearly 30 distinct sections that advocate for consumers and victims of crime, assist the criminal justice community, provide legal counsel for state offices and agencies, and enforce certain state laws.

1.1. Background

As part of the responsibilities and services of the Ohio Attorney General's Office (AGO) and statutory components such as the Bureau of Criminal Investigation and the Ohio Law Enforcement Gateway (OHLEG) computer network, the AGO provides technical tools and information to local law enforcement and criminal justice partners. Maximizing information, in a transparently legal and ethical manner, through data and systems integration has been shown to save lives, reduce crime and improve the quality of life. Because the AGO is uniquely positioned to provide this technical assistance, it is important to understand new and emerging technologies and processes.

COP2030 is an initiative underway at the AGO designed to prepare Ohio law enforcement officers, agencies, and criminal justice partners for the next decade now. The three pillars of COP2030 are training, technology and the use of expedited information. Underscoring the critical nature of preparing law enforcement for the challenges of the future, the National Institute of Justice, a research component of the United States Department of Justice, has made an ongoing commitment to technology research. Concurrently in Ohio in early 2019, Ohio Attorney General Dave Yost's Law Enforcement Technology Task Force (LETF) met several times and developed key recommendations within three underlying themes:

1. The linking of existing law enforcement technology and systems would fill critical information gaps;
2. New technology would improve officer safety and speed the criminal justice process;
3. Law enforcement technology training should be consistent across agencies.

1.2. Current Request

The AGO is pleased to release this Request for Proposals (RFP) to pilot a service-based crime fighting technology tool or system that will help law enforcement officers make better, faster decisions while in the field and takes existing information that is currently siloed and combines and cross checks the data in real time. The AGO is specifically looking to pilot an existing tailorable system that is ready to deploy. This new information is then available to first responders, detectives, and analysts to better assist officers who are responding to emergencies and conducting criminal investigations.

The Attorney General's Bureau of Criminal Investigation (BCI) is partnering with five local law enforcement agencies and a cutting-edge company to pilot this technology that will help save lives and reduce human suffering. The goal is to curb the amount of time needed to deploy necessary law enforcement resources in the event of an emergency, such as an officer-involved shooting, child abduction, active shooter or missing person.

Law enforcement officers are trained to think critically and to react to emergencies based on instinct and the available information. Unfortunately, the information available when officers set out to respond to a call is often vague and sometimes inaccurate. What if more reliable information was available from the moment a call is received to the time officers have a scene under control? What available technology has been developed to give law enforcement agencies the ability to deploy resources and react to emergencies based on real-time information?

After the completion of a successfully pilot implementation, the AGO will determine whether it will continue with the selected offeror for a statewide system deployment to law enforcement agencies in the state of Ohio. If it is determined to be in the best interest of the AGO to move forward with a statewide system deployment with the selected offeror, a contract amendment and Ohio Controlling Board approval may be required. The AGO is not obligated to, nor should the offerors assume, a statewide deployment of the system after pilot.

1.3. Reference Material Website

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

- RFP Documents – Copy of this RFP and any Attachments.
- RFP Communication – Any documentation related to addenda to the RFP, questions and answers, and other announcements.
- Addenda – Contains any addenda or amendments to the RFP or other documentation.
- Questions and Answers – Contains copies of all 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.

Unless the AGO advises differently, all contact is to be in writing using the State of Ohio Procurement site. 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.

No.	Action	Date
	Firm Dates	
1	RFP Released	May 21, 2021

No.	Action	Date
2	RFP Inquiry Deadline Date/Time: Inquiries must be submitted by no later than 8:00 a.m. Eastern Time on the specified date.	June 4, 2021 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.	June 18, 2021 3:00 PM
4	AGO Review and Evaluation of Offeror Proposals	June 2021
5	Apparent Successful Offeror Notification	July 2021
6	Contract Process and AGO Due Diligence	July 2021
7	Signed Contract and Controlling Board Process	August 2021
8	Project Kickoff	August 2021

1.5. RFP Response Deadline and Submission Address

Offerors' proposals in response to this RFP (each a "Proposal") must be received by the AGO no later than the date indicated in the Procurement Schedule table above.

All responses must be submitted no later than the deadline via email titled: Crime Fighting Technology Sharing Software Solution to: Procurement@OhioAGO.gov, The email address must not be used for any other communication.

An individual authorized to bind the offeror to the provisions of the Proposal must sign the Proposal. Proposal responses must address all requirements of this RFP.

Proposals must be received at the above listed address by the appointed date and time in order to be considered. Offerors submitting Proposals are reminded to allow adequate time to ensure timely receipt. Offerors must account for potential delays due to document size.

Any extension of the deadline date and time will be published by the AGO as a formal RFP amendment on the website identified in section 1.3. The AGO may waive minor defects and/or request clarifications in the responses that do not materially deviate from the specifications or otherwise create an unfair competitive advantage. Any response, revision or amendment to a response received after the date and time specified or improperly marked or submitted may be disqualified. Additionally, once any proposal is deemed late 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 received, Proposals cannot be altered in any way, except as expressly permitted by the processes of this RFP. The AGO may award a contract to the offeror that provides the best value to the AGO, based on a combination of qualifications and price. The contract may not necessarily be awarded to the lowest price proposal. The AGO may also 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.

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 is not responsible for the accuracy of any information regarding this RFP and any amendments obtained or inferred through a source different from the inquiry or other processes described in this RFP.

The AGO prohibits multiple Proposals from a single offeror. If an offeror submits multiple Proposals, all Proposals from that offeror will be rejected.

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

SECTION 2.0 SCOPE

2.1. Overview

Through this RFP, the AGO seeks a vendor to provide a service-based crime fighting technology solution that can take data from several sources and provide it to law enforcement in real time. The AGO intends to select the solution that best supports the requirements described in this RFP. The goal of this software is to increase our ability utilize existing Law Enforcement data in a more meaningful way, increase our ability to automate and present data to law enforcement in near real-time, and be a technology multiplier for the consumers of the data.

The Solution must allow law enforcement agencies to opt in or opt out of using the services. The Solution must be able to scale up or down to meet the State's needs for adding new law enforcement agencies, remove law enforcement agencies (at their request) and add or remove registered users. Currently, the State anticipates five (5) law enforcement agencies and up to 2,000 end-users for the pilot. The State also anticipates at least 1,000 Law Enforcement agencies and up to 35,000 end users if adopted to be used Statewide. Prospective Offerors must submit a Proposal to this RFP for the pilot implementation and the rollout to law enforcement agencies statewide after successful pilot.

The offeror must include sufficient data to allow the AGO to plan for and project the total cost of the Solution. This includes costs to implement the pilot solution with the five (5) law enforcement agencies. This must also include costs after the pilot completion and solution selection if the AGO decides to add law enforcement agencies and end-users, as well as scaling that usage up or down as law enforcement agencies opt in or opt out. Attachment E – Cost Summary must be used to detail the pilot implementation costs and Offerors tiered pricing levels, should the system solution be implemented statewide. The Offeror's RFP response must also provide a high-level cost structure for implementing (adding law enforcement agencies and users) the Solution state wide in a format provided by the Offeror.

The Offeror is responsible for the life-cycle of the Solution pilot from Pilot Kickoff to Pilot Completion. The pilot must include a 6-month AGO and Law Enforcement agency Solution usage period. This 6-month Solution usage period must not include any tasks required to Plan, Kick-off, Configure, Implement, Test, Train, Close or Wrap-up the pilot. The Offeror must detail the project tasks required for the pilot, including the

6-month Solution usage period, in their proposal, and use Attachment E – Cost Summary, Tab 2. Pilot Deliverables to provide any costs associated with those tasks.

2.2. Scope of Work

The Solution requires that the Offeror provide the following services:

1. Project Management
2. System Analysis
3. Detailed Design
4. Solution Configuration
5. Testing
6. Training (including project specific materials and videos, system documentation, etc.)
7. Implementation
8. Acceptance
9. Transition
10. Related documentation
11. System Maintenance/Support

The Offeror must meet the associated business and technical requirements as outlined in Attachment F – Business Requirements and Response Form in order to successfully meet the desired goal of the AGO. The offerors are required to provide detailed responses to the requirements, being careful to address all requirements even if it includes some redundant information from other sections of the RFP response. Where possible the Offeror should include screen shots from their proposed solution that will enhance the understanding of the responses. It is encouraged that the Offeror also includes detailed information about optional innovative functionality or services. If these options are included out-of-the-box, the offeror must clearly state that, or the AGO may assume that they are being offered at additional cost.

2.3. Business and Technical Requirements

A complete listing of the Business and Technical Requirements are listed in Attachment F – Business Requirements and Response Form. Attachment F to this RFP also explains the instructions for responding to the requirements.

2.4. Solution Requirements

- The Solution must be a Contractor hosted Software as a Service (SaaS) model.
- The Solution must have robust hardware and geographic redundancy and failover mechanism in place.
- The Solution must be hosted and supported within the United State of America.
- The Solution must offer an Application Programming Interface (API) for integration with other types of communication resources, such as open source systems, and State and locally owned Law Enforcement agency applications.

- The Offeror must provide the total number of systems and other supported communication types that can be integrated with the Solution and proposed pricing (note: pricing can be provided on Attachment E Cost Summary).
- The Offeror must provide any limitations related to the type of integration that can be interfaced with the Solution.
- The Solution must be compatible with industry standard browsers, operating systems and devices. Offeror must provide a list of supported and unsupported browsers, operating systems, and devices as part of their response. Additionally, the Offeror must detail any administrator or end user limitations associated with supported browsers, operating systems, and devices.
- The AGO and law enforcement agencies must be able to maintain control of the access to all the data that the Solution consumes on behalf of the AGO and state law enforcement agencies. This includes the access that the offeror may have to implement, configure, and maintain the Solution.

2.5. Project Requirements

The Offeror must provide details regarding staffing for implementation and support of the proposed solution. Included in this, the Offeror must provide any key personnel such as a project or support manager who will serve as the primary point of contact for the AGO. The Offeror must provide details on any key personnel's previous experience with the implementation of the proposed solution.

The Offeror must provide a staffing plan define the resources required to perform, management and implement the work successfully, both from their company and the AGO.

Attachment D – Key Personnel Form is requested by the AGO for completion by Offerors to provide detailed information, including education, certifications, experience and required references for each of the Key Personnel as well as their resumes that demonstrate meeting the requirements of the RFP and aligning with the work to be performed in the scope of work.

The Offeror must present a detailed project plan that details the work steps/tasks that will be needed to implement the Solution, how long each task will take, and when each task will be completed to meet the project deadline. The Offeror must provide project milestones required for each phase of the project (e.g., installation, requirements gathering, implementation, testing, training, support). The Offeror must define how they will track and report on milestone completion, project risks, and project status.

2.6. Mandatory Requirements

The following are mandatory requirements. Each of the requirements must be fully addressed by completing Attachment G – Mandatory Requirements Response Form. If any mandatory requirements are not met, the RFP responses may be rejected.

1. The offeror must demonstrate existing experience implementing the Solution with a similar scope (between 1,000 and 35,0000 users) within the last sixty (60) months.
2. The proposed solution must currently be in use in at least two (2) law enforcement agencies, and consuming data from multiple data sources within the state or jurisdiction.

3. The offeror must provide agency references and their contact information from at least two (2) different law enforcement agencies that implemented and are currently using the Solution.

2.7. Performance

The Solution must be available 24x7x365. Uptime is crucial to providing Law Enforcement with the highest level of responsiveness. The Offeror must provide details as to the service levels that they offer, which must meet 99.9% uptime. Additionally, the Offeror must provide details regarding regularly scheduled maintenance and system upgrades that may impact overall system uptime.

SECTION 3.0 GENERAL TERMS AND CONDITIONS

This section enumerates and defines 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 an offeror.

3.1. Budget and Payment

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) expended in the effort in response to this RFP (the "Fee") and as negotiated. In no event will payments under the resulting contract exceed the "not-to-exceed" amount provided in the response to this RFP. 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 is also 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 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.

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 selected contractor of the decision to do so. This expiration and renewal procedure will also 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.

The selected contractor must assume all other expenses, including travel, that it incurs in the performance of the resulting contract that are not specifically identified in the 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 Section 126.31.

3.2.3. Certification of Funds

The AGO's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly or the AGO's funding source. 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 is also 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 response to this RFP, the offeror agrees that if, after a request for disclosure of the RFP response, 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 in a response 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 response is to be treated as a trade secret, the offeror must:

- a) Clearly identify each and every occurrence of the trade secret information within the response 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 response, 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 response that includes trade secret information and the number of occurrences of trade secret information on that page (also see subsection 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:

"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 are 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. 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 must be in a form provided by the AGO.
- d) Has not included any legal terms or conditions for the contract in its response 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 allow any subcontractor or any person acting on behalf of the contractor or a subcontractor, discriminate, by reason of race, color, religion, sex, sexual orientation, 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.

3.2.8. Selected 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 Ohio Revised Code Section 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 Ohio Revised Code Section 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 Revised Code Section 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 Ohio Revised Code Section 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 Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25.
- l) OHIO RETIREMENT SYSTEM RETIRANT. If the selected contractor is a PERS retirant, as such term is defined by Ohio Revised Code Section 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.
- m) UNITED STATES LOCATION. The work shall be performed within the United States or otherwise only where the consultant has received prior authorization from the AGO and is defined in the SOW. No information or data provided by or belonging to the AGO shall be stored, accessed from, or transmitted to outside of the United States.

3.3. 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.

3.4. Security Requirements

The offeror shall be in compliance with the Criminal Justice Information Services (CJIS) Security Policy (Version 5.8; 06/01/2019) <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> or the appropriate version at the time of award.

3.5. Criminal Background Check and Drug Testing

The contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The contractor shall secure an Ohio and/or FBI background check, which may include criminal records, tax records, driving records, verification of academic credentials, or degrees. The contractor shall provide the AGO with completed checks on all new employees prior to assignment. The contractor may not assign an employee with a criminal record to work under this contract unless prior written approval is obtained from the AGO.

The AGO may also conduct drug testing or field investigation of certain employees of the contractor or its subcontractors, if the AGO believes such action is necessary. The AGO reserves the right to refuse access to the job site at any time if the AGO determines in its discretion that contractor's employee or subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the work.

3.6. Personally Identifiable Information (PII)

To ensure appropriate data protection safeguards are in place, the vendor and any relevant subcontractor(s) shall, at a minimum, implement and maintain the security controls listed in Additional Requirements below at all times throughout the life of the contract. The vendor shall notify the AGO within one hour of discovery of any breach of Personally Identifiable Information. Failure to comply with FBI and AGO security requirements will result in termination of the AGO contract with the vendor.

3.6.1. Additional Requirements

The vendor and any relevant subcontractor(s) may augment this list with additional security controls:

- (a) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the vendor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the vendor/subcontractor's system configuration files.
- (b) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the vendor's and/or subcontractor's security policy. The vendor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The AGO shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the contract resulting from this RFP.
- (c) Where website hosting or Internet access is the service provided or part of the service provided, the vendor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the vendor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The vendor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The AGO shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the contract resulting from this RFP.
- (d) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the contract resulting from this RFP; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (e) Enforce strong user authentication and password control measures over the vendor/subcontractor's systems supporting the services provided under the contract resulting from this RFP to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with AGO's Non-Employee Computer Usage, Network Access, Internet Usage, and Social Media Policy including specific requirements for password length, complexity, history, and account lockout.
- (f) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (g) Ensure that State data is not comingled with the vendor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes, but is not limited to, classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (h) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal

Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>

- (i) Enable appropriate logging parameters on systems supporting services provided under the contract resulting from this RFP to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including NIST Publication 800-92.
- (j) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The AGO shall have the right to inspect these policies and procedures and the vendor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the contract resulting from this RFP.
- (k) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (l) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the contract resulting from this RFP from unsolicited and unauthenticated network traffic.
- (m) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (n) Ensure that the vendor's and any subcontractor's personnel shall not connect any of their own equipment to a State Local Area Network/Wide Area Network (LAN/WAN) without prior written approval by the State. The vendor/subcontractor shall complete any necessary paperwork as directed and coordinated with the AGO to obtain approval by the State to connect vendor/subcontractor-owned equipment to a State LAN/WAN.

3.7. Protective Provisions

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

3.7.1. Cost of Recovery (Cost to Cover)

Upon termination of this Agreement by the AGO for cause, the AGO will be entitled to cover for the Work by using another contractor on such commercially reasonable terms as the Attorney General and the covering contractor may agree. Notwithstanding any provision in this Agreement to the contrary, Consultant shall be liable to the AGO for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to Consultant before termination, exceed the costs that the AGO would have incurred under this Agreement. Consultant will also be liable for any other direct damages resulting from its breach of this Agreement or other actions leading to the termination for cause. In the event of termination by

the AGO for cause, the AGO has the right to withhold any and all payments due to Consultant without penalty.

3.7.2. 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.

3.7.3. 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.

3.7.4. Key Personnel

The selected contractor will use commercially reasonable efforts to ensure the continued availability of all personnel listed in the response to this RFP, and may not remove those personnel from the project without the prior written consent of the AGO. The selected contractor must have qualified replacement staff available to replace any key personnel, and shall follow a specified procedure for replacement of key personnel if replacement becomes necessary.

3.7.5. Notice of Delay

The selected contractor must in good faith attempt to avoid an extension and give the AGO written notice of the AGO's failure to meet its obligations within the time period specified in the resulting contract once the contractor realizes that the AGO's delay may impact the Project. The notice must identify any delay in detail, as well as the impact the delay has or will have on the project. If the contractor has delivered a notice with respect to a Deliverable in a Milestone, and the completion of the Milestone is delayed based on AGO's failure to meet its obligations, in addition to an extension of the contractor's time to perform, the contractor may initiate a claim for an equitable adjustment to contractor's Fee for the applicable Deliverables included in such Milestone pursuant to the process outlined in the Change Management Plan. Any such equitable adjustment will be taken from (and limited to) the Change Order Budget, if any has been set, for the applicable Fiscal Year, and the extension of time and equitable adjustment will be the exclusive remedies of the contractor for the AGO's delay.

3.7.6. Corrective Action Plan

If the selected contractor fails to correct a deficiency within the prescribed time frame, the contractor must submit a detailed Corrective Action Plan. The submittal deadline will be established by the AGO at the time of the request. The AGO will notify the contractor of the acceptability of the plan within the time period specified in the resulting contract and may allow additional time for clarifications or revisions if the plan is deemed unacceptable.

The selected contractor may be required to compensate the AGO for failure to submit a required Corrective Action Plan and for each subsequent month contractor fails to submit a plan.

The AGO retains the authority to determine which performance deficiencies require a Corrective Action Plan or remedy under the resulting contract.

3.7.7. Source Code Escrow

If the resulting contract is for a purchased commercial off-the-shelf (COTS) system, the AGO may request that the contractor, at no cost to the AGO, have deposited in Source Code Escrow the source code for all application software that is part of the solution.

3.7.8. Other Protective Provisions

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

3.8. 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.

3.8.1. 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.

3.8.2. 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 49 to 96 hours 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 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.

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

The offeror must explain all methods of security used by the offeror’s 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 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 offeror system.

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

3.10. Subcontractors

Offerors 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.

3.11. Specifications, Standards and Guides

The documents identified below in this subsection constitute the specifications, standards and guides serving as the core reference materials for this RFP. They must be considered resource documents for the purpose of this RFP. Additional compliance documents may be referenced or stipulated elsewhere in this RFP, any resultant contract and/or addendum thereof. The documents are:

- Attachment A – RFP Response Checklist
- Attachment B – Offeror Strength and Stability Form
- Attachment C – Offeror Reference Form
- Attachment D – Key Personnel Instructions
- Attachment E – Cost Proposal
- Attachment F – Business Requirements Response Form
- Attachment G – Mandatory Requirements Response Form
- Attachment H – Sample Contract (including Exhibits for Compliance rules)

SECTION 4.0 RESPONSE PREPARATION INSTRUCTIONS

Response preparation instructions relative to form and manner are provided in the subsections below. Submission requirements are provided in Section 1.5 RFP Response Deadline and Submission Address. Specific content requirements are provided in Section 5.0, Required RFP Response Content. Offerors responding to this RFP understand and acknowledge that a response does not guarantee a contract with the AGO.

4.1. Master Copy

The original RFP response submitted electronically and signed by a person who can contractually obligate the organization is considered the master copy for purposes of scoring.

4.2. Electronic Copy Requirements

4.2.1. Technical Proposal

Pages must use Arial or Times New Roman fonts at a pitch of 12 points or larger; 10-point font may be used in presenting tables where the data would otherwise not easily fit onto the page width; and 9-point font may be used in embedded graphics.

There must be no less than 1½ space between lines.

Response 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.

Each response page will be numbered sequentially with a unique number.

Please note the following electronic copy requirements:

- Submitted files must be saved as separate identifiable files.
- Submitted files must be fully searchable, printable, and unlocked
- Files must not be password protected

4.2.2. Cost Proposal

The RFP cost response must be submitted as a separately saved file.

4.3. Response Submission Instructions

The Offeror must provide the specified electronic copies of the RFP response, which must be submitted so as to be received at the location specified no later than the time and date specified in this RFP.

When submitting proposal files, offerors should note the following:

- All attachments should be in PDF format, unless directed differently by this document.
 - When directed, other file types may be attached but only the following file extensions will be allowed: .docx, .xlsx, .zip.
- Email body and attachments combined cannot exceed 18 MB. Be sure to break up your submission into parts that are small enough to meet this requirement. This will prevent rejections by the email server and the resultant lost time from responding to and resending failed submissions.
- If the attachment cannot be parsed into small segments and emailed separately, contact us at the email address above well in advance of the required time and date specified for another method of file transfer or proposal submission. Any late submission will not be evaluated for award.

4.4. General Response Requirements

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

4.4.1. 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 online inquiry process provided in this RFP, with supporting rationale. Failure to notify the AGO will irrevocably waive an offeror’s claim that substance hinges on an error, omission, a conflict internal to this RFP or unsound instructions brought after an offeror has submitted a response.

4.4.2. News Releases

Offerors must make no news releases, social media posts, or public facing announcement pertaining to the award of this RFP without prior approval by the AGO.

4.4.3. RFP Response Validity Period

The Offeror must provide a response that is valid for a minimum of 6 months from the response due date. The Best and Final Offer described in Section 6.0, if required, must be valid for a minimum of 6 months from date of receipt by the AGO.

SECTION 5.0 REQUIRED RFP RESPONSE CONTENT

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

5.1. Response Checklist

A checklist is found in Attachment A – RFP Response Checklist for Completeness of this RFP. The purpose of the checklist is to enable a quick determination of response completeness and to ensure the offeror is clear on all required components.

5.2. Naming Conventions

Offerors must use the response heading naming conventions described in 5.4 in this section. This ensures ease of reference for the AGO evaluation team as well as offeror reference for submitting a complete response.

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 offeror. The Transmittal Letter must:

- a) Identify the submitting organization’s name, address, and phone number (along with parent company name, if any);
- b) Separately identify the name, title, phone number, and email address of the person authorized by the organization to contractually obligate the organization;
- c) Separately identify the name, title, phone number and email address of the person authorized to negotiate a contract on behalf of the organization;
- d) Separately identify the name, title, phone number, and email address of person to be contacted for clarification of the RFP response;
- e) Explicitly indicate acceptance of the Terms and Conditions in Section 3.0 of this RFP;
- f) Identify the location or address from which all or most of the contract work will be performed;
- g) Identify what percentage of the work will be done by subcontractors;
- h) Provide the following employee information: total number of employees nationwide and in Ohio; percentage of women employed nationwide and in Ohio; and the percentage of minorities employed nationwide and in Ohio;
- i) Indicate if the organization is compliant with Buy America and/or Buy Ohio;
For more information: <http://codes.ohio.gov/oac/123:5-1-06>
- j) Explicitly acknowledge receipt of any and all amendments to this RFP, if applicable; and
- k) Be signed by a person authorized to legally bind the organization.

5.4. RFP Response

The RFP response must be organized and contain information as specified in the following paragraphs.

For reference only, a summary table is included here first.

Section Ref.	RFP Response Summary Table Reference	Page Limit
-	Transmittal Letter	2
-	Table of Contents	N/A
A	Executive Summary	2
B	Offeror Strength and Stability Form (Attachment B)	N/A
C	Offeror References (Attachment C)	3 Each
D	Key Personnel Resumes (Attachment D)	3 Each
E	Project Organization, Reporting Structure, and Staffing	2
F	High-Level Schedule Summary	4
G	Statement of Work (include Attachment F - Business Requirements Response Form and Attachment G – Mandatory Requirements Response Form)	N/A

Section Ref.	RFP Response Summary Table Reference	Page Limit
H	Exceptions, Assumptions, and Deviations	N/A
I	Trade Secrets	N/A
J	Cost Proposal (Attachment E)	N/A

Offerors must use the section reference naming conventions outlined in the table above in their responses.

Table of Contents

The RFP response must contain a table of contents clearly identifying the RFP response’s section references and page numbers.

Section A – Executive Summary

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

Section B – Offeror Strength and Stability

The Offeror must submit a narrative of past projects and tasks which demonstrate expertise and experience which are related to the scope of work described in this RFP within the past 3 years. Offeror’s should note whether the work described will include a corresponding contact in the Offeror Reference section of the response. If a subcontractor is planned, then this requirement is applicable as well. Attachment B - Offeror Strength and Stability Form, must be used to provide offeror overview information.

Section C – Offeror References

Offerors must provide three (3) references for equivalent functional and performance capabilities that demonstrate the offeror’s ability to meet the requirements of this solicitation with proven experience. If a subcontractor is planned, then this requirement is applicable as well. These references must be in the United States. Information that must be supplied for each reference is on the form in Attachment C – Offeror References.

Be advised that the AGO may contact the offeror references to confirm the information provided. By submitting a Proposal, the offeror consents that the AGO may independently contact and inquire with other customers of the offeror, for the purpose of this evaluation. offerors must have satisfactorily completed the qualifying work, as verified by their references, in order to receive evaluation points for this requirement.

Section D – Key Personnel and Resumes

This section must include resumes and prior experience for all proposed key personnel. Information provided must be sufficient and enable the AGO to determine the appropriateness and adequacy of the proposed person’s experience, education, training and certifications as they relate to the position for which the applicant is proposed.

A form is provided in Attachment D – Key Personnel and must be completed for each applicant in addition to their resumes. The form should be duplicated as needed to provide reference information for each of the key personnel. Offerors must provide information regarding completed projects that are comparable to this project or required similar skills based on the person’s assigned role/responsibility on this project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information for an individual that can attest to the candidate’s specific qualifications (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person’s role/responsibility on the project.

Section E – Project Organization, Reporting Structure, and Staffing

Offerors must provide in this section, their organizational plans for managing and accomplishing the RFP scope of work. This section must include the following components:

- a) Management – The response must describe the offeror’s management organization and the reporting structure of the scope of work within the offeror’s organization.
- b) Staffing Plan – The offeror’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 team lead, and any other technical staff members assigned to the team.

If an Offeror proposes to subcontract any part of the work, the offeror’s response must include that fact in the Executive Summary as well as identify all subcontractors in Section E – Project Organization, Reporting Structure, and Staffing and Section D – Key Personnel and Resumes.

Offerors 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.

Section F – High-Level Schedule Summary

The Offeror must submit a high-level schedule summary minimally representing the scope of work associated with this RFP. For purposes of the response evaluation only, offerors should assume a start date when a PO is received.

Section G – Statement of Work (SOW)

This section must have two parts.

- An Executive Summary of the SOW
- Detailed Statement of Work (SOW) sufficient for inclusion into a contract
 - The Offeror’s SOW must address each sub-section in Section 2.0, as well as
 - Attachment F – Business Requirements Response Form, and
 - Attachment G – Mandatory Requirements Response Form

The Offeror must submit a description of a general plan to provide the Scope of Work and its tasks and deliverables and executables found in Section 2.0 Scope of this RFP. The SOW must illustrate that the offeror understands the specific items outlined by this section.

In addition, attention must be given to the concepts below, with an explanation of how the Offeror's SOW solution addresses these needs in a predictable manner and how the selected offeror will perform all tasks and subtasks to provide for that solution:

- The AGO requires minimal disruption to internal and external users (such as employees, clients, special counsel, third party vendors, external system owners, etc.).
- AGO Responsibilities. The Contractor will have access to AGO subject matter experts, business analysts, project managers, business managers, etc. The AGO will also provide a work environment for contractor staff when on-site. The offeror must indicate the responsibilities of the AGO that are expected as the project proceeds.

Section H – 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 RFP RESPONSE” when completing this section of the response.

- a) Offerors must not take exception to any statement in Section 3.0
- b) The listing of exceptions, assumptions, or deviations will not automatically cause a response 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 RFP response 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 this RFP's Section 3 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 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.
- h) The AGO reserves the right to reject any and all exceptions, assumptions, and deviations.

Section I – Trade Secrets

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

Section J – Cost Proposal

The cost proposal must be included as a separate document from the Proposal and as a separate identifiable file. Cost information must not be included anywhere else in the offeror's RFP response other than the separate cost proposal worksheets. Cost information must not include exceptions, additional terms and conditions, or assumptions.

Cost must be included as described in the included the MS-Excel forms in the Attachment E – Cost Proposal.

The Offeror must submit a firm fixed-price for the Scope of Work related to Section 2.0. It must be linked to deliverables which demonstrate successful completion of each. The Offeror's total cost for the Project must be represented as the Not-To-Exceed Fixed Price.

It should be noted that a deliverable is deemed complete only upon the AGO's approval and acceptance, regardless of the number of attempts it takes the selected contractor to provide a successful deliverable.

SECTION 6.0 EVALUATION PROCESS

The AGO will evaluate responses utilizing a best-value methodology. The subsections below describe the criteria and steps the AGO will use to evaluate offeror responses.

6.1. Evaluation Steps

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

Step 1 – Response Preparation Compliance Review

Each response will be reviewed for compliance with the Response Preparation Instructions included in this RFP. This includes a accept/reject component for the following:

- a) Mandatory submission requirements.
- b) Degree of compliance to the Terms and Conditions.

For example:

- In a failed response, the offeror rejects the AGO's Terms and Conditions and substitutes its own language that is not acceptable to the AGO;
- In an acceptable response, the offeror 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).

Step 2 – Response Scoring

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

- a) Offeror Qualifications, Experience, Staffing and References related to the scope of work: Points assigned relative to an evaluation of the offeror's expertise based on the executive summary, experience and current staffing resumes. This group will be given a value of 40%.
- b) Approach to scope of work: Points assigned to an evaluation of the method and ability to execute on the scope of work by considering organization, schedule, proposed approach, and considering any exceptions, assumptions, and deviations. This group will be given a value of 60%,
- c) Cost: Separate from the technical proposal, points will be assigned relative to the lowest proposed cost.

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

Step 3 – Offeror Interaction (if requested by AGO)

In this step, if requested by the AGO, the AGO interacts with offerors in oral presentations/discussions and/or demonstrations of the proposed system. Demonstrations may follow scripts and use data provided by the AGO. The AGO may decide to add additional scoring for the presentations and demonstrations. The outcome of the scoring will be used as part of the overall evaluation process.

Step 4 – Best and Final Offer (BAFO) (if requested by AGO)

This step provides the option for the AGO to request one or more offerors to adjust their scope and pricing to reflect any new information discovered during the AGO's evaluation process. In fact, the AGO reserves the right to negotiate price at any time. The outcome of this step, if applicable, is/are Best and Final Offer(s) from the offeror(s).

Step 5 – Identification of the Apparent Successful Offeror

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. Using a best-value perspective, the AGO will identify the apparent successful Offeror.

Step 6 – Contract

In this step, the AGO and the apparent successful offeror 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.

6.2. Scoring Criteria and Weights

The tables below outline the mandatory submission requirements, if any; compliance to the Terms and Conditions; scoring criteria; and values that will be applied during scoring in step 2 of the overall evaluation process.

Terms and Conditions		
Degree of compliance to the Terms and Conditions	Accept	Reject

In the technical evaluation phase, qualifying technical proposals will be reviewed and collectively scored by the AGO. For each of the scoring categories in the following table, the AGO will judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP. The AGO will further score the technical merits of the Proposals based on weights assigned to each of the scoring categories, and assign the appropriate point value.

Scoring Category	RFP Response Section	Weight	Maximum Points
Executive Summary	A	Low	5
Offeror Strength and Stability	B	High	15
Offeror References	C	Medium	10
Key Personnel	D	High	15
Project Organization, Reporting Structure, and Staffing	E	Medium	5
High-Level Schedule Summary	F	Low	5
Statement of Work	G	High	40
Exceptions, Assumptions, and Deviations	H	Low	5

Column headings are defined as follows:

- Scoring Category – The defined and specific areas to be addressed by the responses.
- RFP Response Section – The RFP response section for each scoring category.
- Weight and Points – The maximum scoring points to be given to each category by the AGO.

The outcome of the scoring of the technical proposals and the opening of the cost proposals, is a tabulation of awarded points to each offeror.

The AGO will rate the Proposals based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	60%
Cost Proposal	40%

The Offeror with the highest point total for the Technical Proposal will receive 600 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formulas:

- **Technical Proposal Points** = (Offeror's Technical Proposal Points / Highest Number of Technical Proposal Points Obtained) x 600

The Offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 400 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

- **Cost Summary Points** = (Lowest Not-To-Exceed Fixed Price/Offeror's Not-To-Exceed Fixed Price) x 400

Total Points Score: The total points score is calculated using the following formula:

- **Total Points** = Technical Proposal Points + Cost Summary Points

SECTION 7.0 ATTACHMENTS AND EXHIBITS TO RFP

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

Attachment A – RFP Response Checklist for Completeness. This is a form to be used by the offeror to determine response completeness and to ensure the offeror has included all required components of the proposal response

Attachment B – Offeror Strength and Stability Form. This is a form to be used by the offeror to assure business strength and stability and demonstrate required experience and expertise related to the scope of work described in the RFP.

Attachment C – Offeror Reference Form. This is a form to be completed for each of the references provided by the offeror and returned as part of the RFP response. Please be sure to complete each row of the form for each reference.

Attachment D – Key Personnel Form. This is a form to be completed in addition to the instructions for key personnel's profile and resumes.

Attachment E – Cost Proposal. This is a form to be completed by the offeror to affirm its cost proposals as it relates to the scope in Section 2. Also, a reminder that this completed proposal must be kept separate from the rest of the offeror's responses, both written and electronic.

Attachment F – Business Requirements and Response Form. This attachment provides project Business Requirements as well as an area for offeror comments and descriptions for this RFP.

Attachment G – Mandatory Requirements Response Form. This attachment provides the mandatory requirements as well as the area the offeror response for this RFP.

Attachment H – Sample Contract. This attachment is a sample of a contract for your legal review.