OHIO ATTORNEY GENERAL’S OFFICE
REQUEST FOR PROPOSALS

ARREST DISPOSITION RECOVERY SERVICES

RFP NUMBER: AGO-BCI-20191001

October 8, 2019

Sealed Proposals must be received by:

Ohio Attorney General's Office
Ohio Bureau of Criminal Investigation (BCI)
P.O. Box 365
London, Ohio 43140

On or before:

November 7, 2019 at 4:00 PM local time
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>RFP OVERVIEW</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Purpose and Goal</td>
<td>3</td>
</tr>
<tr>
<td>1.2</td>
<td>Issue Statement</td>
<td>3</td>
</tr>
<tr>
<td>1.3</td>
<td>Summary Work</td>
<td>3</td>
</tr>
<tr>
<td>1.4</td>
<td>Mission of the Ohio Attorney General’s Office</td>
<td>4</td>
</tr>
<tr>
<td>1.5</td>
<td>Background Information about Current BCI IT Operations</td>
<td>4</td>
</tr>
<tr>
<td>1.6</td>
<td>Timetable</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 2.0</th>
<th>SUBMISSIONS AND INQUIRIES</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Proposal Submission</td>
<td>6</td>
</tr>
<tr>
<td>2.2</td>
<td>Communications and Inquiries</td>
<td>7</td>
</tr>
<tr>
<td>2.3</td>
<td>Public Record Information</td>
<td>8</td>
</tr>
<tr>
<td>2.4</td>
<td>Trade Secret Information</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 3.0</th>
<th>PROPOSAL FORMAT AND REQUIREMENTS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Proposal Format</td>
<td>9</td>
</tr>
<tr>
<td>3.2</td>
<td>Cover Letter</td>
<td>9</td>
</tr>
<tr>
<td>3.3</td>
<td>Executive Summary</td>
<td>10</td>
</tr>
<tr>
<td>3.4</td>
<td>Proposal Content</td>
<td>10</td>
</tr>
<tr>
<td>3.5</td>
<td>Pricing Component</td>
<td>11</td>
</tr>
<tr>
<td>3.6</td>
<td>Insurance Requirements</td>
<td>11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 4.0</th>
<th>SCOPE OF WORK</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Scope of Work</td>
<td>12</td>
</tr>
<tr>
<td>4.2</td>
<td>Criminal Background Check &amp; Drug Testing</td>
<td>14</td>
</tr>
<tr>
<td>4.3</td>
<td>Security Requirements</td>
<td>14</td>
</tr>
<tr>
<td>4.4</td>
<td>Incident Response Requirement</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 5.0</th>
<th>EVALUATION</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Evaluation Process</td>
<td>18</td>
</tr>
<tr>
<td>5.2</td>
<td>Scoring</td>
<td>19</td>
</tr>
<tr>
<td>5.3</td>
<td>Method of Award</td>
<td>19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 6.0</th>
<th>WARRANTIES AND CERTIFICATIONS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Contractor Warranties and Certifications</td>
<td>20</td>
</tr>
<tr>
<td>6.2</td>
<td>Governing Law</td>
<td>20</td>
</tr>
</tbody>
</table>

APPENDIX A | .................................................. | 21 |
APPENDIX B | .................................................. | 23 |
SECTION 1.0  RFP OVERVIEW

1.1  Purpose and Goal

This Request for Proposal (RFP) is issued by the Ohio Attorney General’s Office (AGO), and is being administered by the Bureau of Criminal Investigation (BCI). The RFP solicits responses from a Contractor with knowledge of disposition reporting to provide arrest disposition recovery services that will enable the State of Ohio to assume full ownership of criminal files maintained by the Federal Bureau of Investigation as part of the National Crime Prevention and Privacy Compact. The Compact has been incorporated into Ohio law in Section 109.571 of the Ohio Revised Code.

1.2  Issue Statement

Like many states, Ohio continues to suffer from incomplete, untimely, and inaccurate criminal history records from courts and law enforcement. The inaccuracies of records received by the AGO became more apparent with a letter received by the state Attorney General’s and Governor’s Offices from US Attorney General Sessions, highlighting that only 53% of arrests in the Ohio AGO’s files have final case dispositions, as reported to SEARCH, the National Consortium for Justice Information and Statistics. Failure to report final case dispositions results in incomplete data in the AGO’s computerized criminal history system (CCH), and the federal criminal history system as well, thus negatively impacting background checks, firearm sales, and sentencing decisions. Not having up-to-date data could negatively impact the safety of Ohio citizens and those nationwide.

1.3  Summary of Work

The purpose of this RFP is to seek a Contractor (Contractor) for the following scope:

1. The Contractor must already be approved and certified by the Federal Bureau of Investigation (FBI). The Contractor will provide arrest disposition recovery services that will enable the State of Ohio to assume full ownership of criminal history files which are now maintained by the Federal Bureau of Investigation.

2. The Contractor’s services will include comprehensive research and evaluation of arrests in the AGO central repository. The Contractor will match arrest information to dispositions using various databases and resources, so as to obtain source data or dispositions missing in Ohio’s CCH. The Contractor will conduct an all-encompassing research of the dispositions, in keeping with Ohio’s commitment to a continuous quality improvement of the criminal history information administered and maintained under its stewardship. This may include examining court records (hard copy/paper/physical case files, electronic records of case files, and those records submitted to AGO/BCI under Ohio Revised Code Section 109.57, et seq.); examining prosecuting attorney case records; reconciling any differences between court records and the prosecuting attorney’s records; and any other means of verifying disposition records to ensure the records are complete and accurate.
3. The Contractor will use all options to locate records as set forth above. The Contractor’s staff shall physically visit local courts throughout Ohio, as specifically identified by BCI, to retrieve any missing court disposition information. All travel shall be the responsibility of the Contractor with no expectation of reimbursement by the state.

4. The complete scope of work is described more fully in Section 4 of this RFP. In the event of any inconsistency between the description in the summary above and the requirements of Section 4, Section 4 shall be considered controlling.

1.4 Mission of the Ohio Attorney General’s Office

By law, the Attorney General is the chief law officer for the state of Ohio. The AGO protects Ohio families from predatory financial practices through the AGO’s enforcement authority in the areas of consumer protection, antitrust, charitable organizations, and health care fraud.

The AGO supports the important work of local law enforcement agencies by training officers at the Ohio Peace Officer Training Academy. Experts at the AGO’s Bureau of Criminal Investigation analyze DNA, fingerprints, and other evidence. The Organized Crime Investigations Commission and the Ohio Law Enforcement Gateway provide additional resources to resolve complex cases. The AGO directly enforces Ohio’s environmental laws.

By advocating Ohio’s strong open government laws, the AGO promotes accountability, providing ongoing training in public records and open meetings. The Internal Audit division has unfettered access to ensure that the AGO’s own policies and procedures are followed properly, so the spotlight of inquiry is also upon the AGO at all times.

The AGO offers services to protect the most vulnerable citizens among us, including children, the elderly, victims of crime and those who are preyed upon by greed in its many forms: unfair, illegal or shady business practices, criminal conduct and abuse of power and corruption. The AGO have many programs to support veterans, active duty military, and their families.

1.5 Background Information about Current BCI Operations

Pursuant to Ohio Revised Code Sections 109.51 through 109.62\(^1\), BCI is the state’s official crime lab, serving the criminal justice community and protecting Ohio families. BCI also provides expert criminal investigation services to local, state, and federal law enforcement agencies upon request. With officers throughout the state, BCI stands ready to respond 24/7 to local law enforcement agencies’ needs at no cost to the requesting agency.

Staff at BCI work every day to provide the highest level of service. This includes special agents who are on call 24/7 to offer investigation assistance at crime scenes, knowledgeable scientists and forensic specialists using cutting-edge technology to process evidence to bring criminals to

\(^1\) Ohio Revised Code Section 109.571 specifically discusses the Ohio criminal records check process.
justice, as well as criminal intelligence analysts and identification specialists who help local law enforcement solve cases.

Experienced special agents, forensic scientists, and law enforcement experts staff BCI’s three main divisions: Identification, Investigation, and Laboratory. The Identification Division serves as the central repository for all criminal records for the State of Ohio providing up-to-date records and state-of-the-art technology to law enforcement and other agencies throughout Ohio. The Section also processes all fingerprint background check requests for the state of Ohio, including FBI background checks.

1.6 **Timetable**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>October 8, 2019</td>
</tr>
<tr>
<td>RFP Inquiry Deadline</td>
<td>October 22, 2019 by 4:00 PM EST</td>
</tr>
<tr>
<td>Deadline to Submit Proposals</td>
<td>November 7, 2019 by 4:00 PM EST</td>
</tr>
<tr>
<td>Contractor Selection Process</td>
<td>November 8 through 28, 2019</td>
</tr>
<tr>
<td>Contract Period</td>
<td>January 1, 2020 through December 31, 2020</td>
</tr>
</tbody>
</table>

The AGO may, at any time and in its sole discretion, adjust the dates listed above or herein elsewhere. The AGO shall incorporate any schedule changes or other amendments to the RFP according to the process identified in Section 2.2, Communications and Inquiries.

While the RFP Timetable dates are subject to change, Contractor must be prepared to meet those dates as stated. **Any failure by a Contractor to meet a deadline set forth herein, or to be unable to meet the requirements for contract performance, may result in the AGO, in its sole discretion, rejecting the Contractor’s Proposal.**

The AGO may at any time, and in its sole discretion, request additional information or presentations to assist it in the review process, reissue the RFP, or reject all proposals received if it determines that such action is in the best interest of the AGO to do so.

**SECTION 2.0 SUBMISSIONS AND INQUIRIES**

Proposals are sought from organizations that are approved and certified to perform Non-Channeler responsibilities by the FBI. The requirements for certification by the FBI are located at this link: [https://www.fbi.gov/file-repository/compact-council-security-and-management-control-outsourcing-standard-for-non-channelers.pdf/view](https://www.fbi.gov/file-repository/compact-council-security-and-management-control-outsourcing-standard-for-non-channelers.pdf/view). To be considered, Contractor must respond to this RFP according to the requirements set forth herein and clearly demonstrate how they meet those requirements. Ohio based organizations are encouraged to respond.

Contractor must read and understand the entire RFP in order to respond completely to the RFP
requirements.

2.1 **Proposal Submission**

One original and four conforming copies of the Proposal must be submitted to the AGO no later than November 7, **2019 at 4:00 PM local time**. Proposals shall be delivered to: the Ohio Attorney General’s Office at:

Ohio Bureau of Criminal Investigation  
1560 State Route 56 SW  
London, Ohio 43140  
Attn: RFP Review Committee

Each Proposal must be signed in blue ink by an individual who is authorized to bind the Contractor to its Proposal. Proposal responses must address all requirements of this RFP.

Proposals must be received by the AGO at the above identified location no later than the deadline listed in Sections 1.6 and 2.1 in order to be considered. Proposals that are postmarked on or before November 7, 2019, but are not received by the AGO until after 4:00 PM on November 7, 2019, shall be considered late and will not be considered. A Contractor that mails its Proposal must allow for adequate mailing time to ensure its timely receipt by the AGO. Contractors must also allow for potential delays due to increased security, inclement weather or other unforeseen circumstances.

**Proposals received after 4:00 PM local time on November 7, 2019, shall be considered late. Requests for extensions of the proposal deadline date and time will not be considered nor granted.** Incomplete and non-conforming 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.

It is essential that Contractors carefully prepare and review all elements in their Proposals before they are submitted. Once opened, Proposals cannot be altered, except as allowed by this RFP. The AGO may also reject any Proposal that it believes is not in its best interest to accept and may decide not to contract with any of the Contractors responding to this RFP. Moreover, the AGO may decide to cancel this RFP for any reason, reject all Proposals or issue another RFP, if it believes it is in its best interest to do so.

The AGO shall not be liable for any costs incurred by a Contractor in replying to this RFP, regardless of whether the AGO awards any contract through this process, decides to cancel this RFP for any reason, rejects all Proposals or issues another RFP, if it is in its best interest to do so.

The AGO is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

The AGO prohibits multiple Proposals from a single Contractor. Only the first Proposal submitted by a Contractor will be eligible for consideration.
Misleading, inaccurate, or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process.

2.2 Communication and Inquiries

From the date of release of this RFP until a Contractor has been selected and a contract has been executed, Contractors shall not communicate with any AGO staff and/or reviewer concerning this RFP, except by the methods described herein. The AGO may, in its sole discretion, reject the Proposal of a Contractor who violates this prohibition.

Until the AGO advises differently, all contact is to be in writing using the State of Ohio Procurement site. https://procure.ohio.gov/proc/viewProcOpps.asp?oppID=17082

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

Questions will be accepted until Tuesday, October 22, 2019, at 4:00 pm local time. After October 22, 2019, Contractors may not communicate any further questions regarding the RFP to the AGO.

The AGO reserves the right to clarify or modify the RFP through the issuance of written Amendments. Such Amendments may set forth changes, including, but not limited to, modifications, additions to, or deletions of, any of the requirements and specifications set forth in the RFP. Copies of such Amendments shall be provided to all parties who have been sent, and/or responded to, the RFP.

Nothing in this RFP or any communication between the AGO and any Contractor shall be deemed to grant any Contractor a contract. Appointment as a consultant in connection with this RFP shall only become effective upon execution of a written contract and fulfillment of the established procedures of the AGO.

2.3 Public Record Information

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

By submitting a Proposal, the Contractor agrees that if, after a request for disclosure, litigation is brought attempting to compel production of the material or to protect the materials from production, Contractor shall 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 Contractor shall 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.

2.4 **Trade Secret Information**

All Contractors are strongly discouraged from including in a Proposal response any information that the Contractor considers to be a trade secret, as that term is defined in Section 1333.61(D) of the Ohio Revised Code. All information submitted in response to this RFP is public information unless a statutory exception exists that exempts it from public release. If any information in the response is to be treated as a trade secret, the Contractor must:

- Identify each and every occurrence of the information within the response with an asterisk before and after each line containing trade secret information and underline the trade secret information itself.

- Include a 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.

To determine what qualifies as trade secret information, refer to the definition of trade secret as set forth in the Ohio Revised Code at 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.

**SECTION 3.0 PROPOSAL FORMAT AND REQUIREMENTS**

3.1 **Proposal Format**

Proposals must be double-spaced on 8½-inch by 11-inch paper with one-inch margins, in 12-point type, and must include the RFP identification number “AGO-BCI-20191001” on each page of the Proposal.

3.2 **Cover Letter**

A cover letter is required with every Proposal submission. The letter shall be in the form of a standard business letter, on company letterhead, and shall be signed by an individual
authorized to legally bind the Contractor. It must contain:

- The name, telephone number, mailing address and email address of a contact person with authority to answer questions regarding the Proposal and an individual to be notified regarding contractual issues;
- A summary of the Contractor’s knowledge, experience and ability to perform the work requested in the RFP;
- An affirmation that the Contractor will undertake the project and at the cost stated in the Proposal;
- An affirmation that all statements made in the cover letter and Proposal are true and accurate.

3.3 Executive Summary

An Executive Summary is required with every Proposal submission. It must be no longer than three (3) single-sided pages, and in 12-point type. It must be double-spaced on 8½-inch by 11-inch paper with one-inch margins. The Executive Summary should include:

- The total not-to-exceed cost of Contractor’s proposed services to achieve the purpose and goal described in Section 1.1. Contractor must provide one (1) total dollar amount; however, separate steps, milestones or deliverables and their individual costs may be identified. If such separate costs are identified they must add up to the total not-to-exceed amount quoted.
- A summary of the approach and methodology that the Contractor proposes to achieve the purpose goal described in Section 1.

3.4 Proposal Content

Each Contractor shall prepare its Proposal in such a way as to provide a straightforward, concise description of Contractor’s proposed solution and its capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of the Proposal and its content. Costs for developing a Proposal are entirely the responsibility of the Contractor and shall not be passed through or chargeable to the AGO and/or the State of Ohio. Errors or omissions made by the Contractor may cause rejection of the Proposal. Proposals from Contractors must agree to all conditions contained in this RFP and must provide sufficient information to fully establish the Contractor’s ability to satisfy all requirements and perform all of the actions, activities and functions described in this RFP.

The Proposal shall contain at a minimum the following information:

1. A cover letter containing the information described in Section 3.2.
2. A Table of Contents.

3. An Executive Summary containing the information described in Section 3.3.

4. A summary and statement of understanding of the Scope of Work described in Section 4.1.

5. A clear and complete description of how Contractor proposes to assist the AGO in achieving the deliverables described in Section 4.1 Scope of Work.

6. The total price for all deliverables listed in Section 4.1 Scope of Work to be provided by the Contractor.

7. The structure of Contractor’s organization along with the names and resumes of the proposed staff to be assigned to this project.

8. A summary of how the Contractor will report project status.

9. At least three, but no more than five, references for which the Contractor successfully completed projects of similar size and scope within the prior five years. Each reference must include at least the following:
   a. Organization name
   b. Organization contact person’s email address and telephone number
   c. Brief project description, including date of project.

10. The name, title and contact information for the individual who will be designated as the lead contact person.

11. A plan to address any security concerns that may develop over the course of the project for any and all employees, principals and agents of the Contractor, including a copy of the Contractor’s FBI compliant Security Program.

12. A standard AGO supplied Non-Disclosure Agreement (NDA) will apply to the contract.

Contractor’s Proposal shall not contain any legal terms or conditions which Contractor may suggest or propose. The Proposal is not considered a contract although some or all of it may become part of a contract if the Contractor is selected and negotiates and agrees to a contract with the AGO. Pursuant to Section 6.1, Contractor Warranties and Certifications, any contract resulting from this RFP shall be in a form provided by the AGO to the Contractor and negotiated in good faith.

3.5 Pricing Component
The Contractor shall provide comprehensive pricing for the project. The cost proposal must be included as a sealed separate document from the Proposal.

3.6 Insurance Requirements

The Contractor’s insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Consultant has no owned autos, Codes 8 (hired) and 9 (non-owned), with a limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership, or has no statutory requirement for workers’ compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the Attorney General and the State of Ohio harmless from loss or liability for such.

4. Professional Liability (Errors and Omissions) Insurance, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in the contract resulting from this RFP and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to the contract resulting from this RFP.

3.7 Federal Funding Acknowledgement

The contract resulting from this RFP is contingent on approval of federal funds. The source of the federal funds is The National Criminal History Improvement Program (NCHIP), CFDA number 16.554. The award of the grant funds is not within the control of the AGO. The Contractor is responsible for meeting all state and federal grant conditions from the award, if funded. Acceptance of this agreement indicates the Bidder’s intent to comply with all conditions, which are part of the contract resulting from this RFP.

It is expressly understood and agreed by the Contractor that none of the rights, duties, and obligations described in this RFP shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the AGO gives the winning Contractor
written notice that such funds have been made available to the AGO by the AGO’s funding source.

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work

All work performed by Contractor will be in compliance with AGO policies and procedures, and using industry standard best practices. The successful Contractor must demonstrate to the AGO’s satisfaction that they can meet the purpose, goal and objectives of this RFP at a reasonable cost.

The final Scope of Work may change at the time of selection, and any changes will be incorporated into the contract.

The AGO is soliciting bids for a Contractor to provide arrest disposition recovery services for BCI that will complete the criminal arrest cycles in the State of Ohio repository. The Contractor will provide dispositions for files from 1970 to the present to the arrest cycles that are now documented in the CCH database. The Contractor is expected to recover 50,000 dispositions throughout the life of the project. A completed disposition record is one that has all source documents associated with the record researched, a disposition is found, and the information can be updated in the CCH database.

The Contractor will obtain source data on dispositions missing in Ohio’s computerized criminal history database. The all-encompassing research keeps with Ohio’s commitment to continuous quality improvement of the criminal history record information administered and maintained under its stewardship.

The services outlined in this RFP are contingent of approval of federal funding through the National Criminal History Improvement Program (NCHIP).

The AGO will provide 50,000 missing dispositions, as specified by BCI, to be researched by the Contractor. Source documentation must be provided for any disposition collected. Documentation must include, but is not limited to, the following: Docket information from the court management system; written information on official court letterhead; and copies of existing documentation. Certified records are not required.

The Contractor will use all options to locate records. The Contractor’s staff shall physically visit local courts throughout Ohio to retrieve any missing court disposition information. All travel shall be the responsibility of the Contractor with no expectation of reimbursement by the State.

Contractor’s Proposal shall include a sufficiently detailed plan to provide any and all of the following services, at the AGO’s exclusive discretion:

1. The Contractor shall be a fully accredited and operating FBI Non-Channeling Agent
capable of accessing and manipulating FBI-maintained criminal history record information, fingerprint, and other records and information.

2. For each file assigned to the Contractor, the Contractor shall document a resolution of every individual’s Date of Arrest (DOA) event. If applicable, the Contractor shall enumerate all reports requiring correction, and indicate the nature of the correction requiring action by the AGO so as to allow the State’s ability to assume full ownership of the criminal files maintained by the FBI.

3. In performing the documentation, the Contractor shall be provided with a spreadsheet of records with sufficient information to identify the case for which the disposition information needs to be determined. The Contractor will be required to return, at pre-determined intervals, this spreadsheet to BCI at a specified landing zone. A sample of these records will be evaluated for accuracy by BCI prior to an update being performed in the CCH database.

4. In meeting the requirements, the Contractor shall keep any and all records and other documentation necessary so as to allow BCI to perform additional updating of records identified by the Contractor as required to ensure the State’s full ownership of the record in question, as well as ensuring the record’s accuracy and completeness. The Contractor shall retain a record for a period of not less than five (5) years from the date the record was transmitted to BCI.

5. The Contractor is responsible for the timely, accurate, and complete evaluation (review and determination of the arrest disposition) of the 50,000 missing dispositions files subject to arrest disposition recovery under this RFP. Duplicates of the dispositions should be addressed for the merge of the events on the CCH but will not be counted in the 50,000.

6. The Contractor is required to provide an implementation plan in the first 30 days by January 31, 2020, detailing how they propose to address the identified issue in Ohio. The implementation plan will be reviewed by the AGO at a meeting with Contractor’s representative(s) within 15 days after the plan’s submission by February 15, 2020, to the AGO. Thereafter, the Contractor will meet quarterly with the AGO to review progress.

7. The Contractor is only paid upon successful completion of records recovered, as certified by BCI. A completed record is one that has all source documents associated with the record researched, a disposition is found, and the information can be updated in the CCH database. Source documentation must be provided for any disposition collected. Documentation could include, but is not limited to, the following: Docket information from the court management system; written information on official court letterhead; copies of existing documentation. Certified records are not required. Contractor will be paid for each disposition record completed and approved by the AGO. Contractor will submit monthly invoices for the number of disposition records in the previous month and be compensated for each completed disposition record at the rate of twenty dollars ($20.00) per completed disposition record.

8. The AGO may seek liquidated damages at any time during the implementation of the project. The purpose of the liquidated damages is to ensure timely progression of the execution of the dispositions and adherence to the RFP and the contract.
9. The Contractor will provide a list of final dispositions submitted and BCI will verify the data entry for the CCH to ensure integrity of the system. All information collected by the Contractor will be documented for payment. Should BCI experience issues when verifying the accuracy of data entered by the Contractor, BCI will work with the Contractor in order for them to remedy the issues. If the 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 Contractor of the acceptability of the plan and may allow five (5) days for clarifications or revisions if the plan is deemed unacceptable.

4.2 **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 Contract Monitor 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 Contract Monitor.

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.

4.3 **Security Requirements**

The Bidder shall be in compliance with the Criminal Justice Information Services (CJIS) Security Policy (Version 5.8; June 1, 2019) [https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center](https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center) or the appropriate version at the time of contract.


To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall, at a minimum, implement and maintain the following security controls at all times throughout the life of the contract. The Contractor 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 Contractor.

The Contractor 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 Contractor/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 Contractor/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 Contractor’s and/or subcontractor’s security policy. The Contractor 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 this Contract.

(c) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor’s and subcontractor’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor 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 this Contract.

(d) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; 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 Contractor/subcontractor’s systems supporting the services provided under this Contract 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 Contractor’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](http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf)


(i) Enable appropriate logging parameters on systems supporting services provided under this Contract 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 Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the contract.

(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 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 Contractor’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 Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

### 4.4 Incident Response Requirement
(a) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

(b) The Contractor shall notify the Contract Monitor within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.

(c) The Contractor shall notify the Contract Monitor within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the AGO’s Sensitive Data.

(d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.

(e) The Contractor, within one (1) Business Day of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
   1. The nature of the unauthorized use or disclosure;
   2. The Sensitive Data used or disclosed;
   3. Who made the unauthorized use or received the unauthorized disclosure;
   4. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and:
   5. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
   6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

(f) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

(g) This Section 4.4 shall survive expiration or termination of the Contract.
SECTION 5.0 EVALUATION

5.1 Evaluation Process

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

The award of a contract hereunder, if any, will be with one or more Contractors whose Proposal response(s), in the sole opinion of the AGO, best meets the AGO’s purpose, goal, interests, requirements, and needs as set forth in the RFP based upon the evaluation criteria set forth below.

Each Proposal will be evaluated on the ability of the Contractor to deliver the services and products required in the RFP to meet the described purpose and goal of the AGO. All Proposals meeting the minimum requirements will be evaluated on criteria including, but not limited to, the following:

- Capacity of Contractor’s organization to complete the work as set forth in the RFP.
- Completeness of the Proposal and how well it addresses all of the goals and purposes set forth in the RFP.
- Previous experience in related projects or fields and the experience of its staff in achieving the deliverables as set forth in the RFP.
- Readability and clarity of the Proposal.
- Credentials of proposed personnel, including applicable experience.
- Identification of a project manager with the knowledge and appropriate expertise related to the project goals.
- Demonstrated understanding of the business processes and interfaces described in this RFP.
- Reasonableness of proposed costs.

During the Proposal review process, the selection committee may, in its sole discretion, require some Contractors to make a presentation of the services described in their Proposal and/or demonstrate their products or services to certain AGO staff and members of the selection committee. The presentations and demonstrations, 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 Contractors concerning one or more aspects of the Proposals during the Proposal evaluation and review process. However, Contractors should not assume that there will be an opportunity to negotiate the features or terms of their Proposal during the review process. Contractors are prohibited from communicating with any employee of the AGO during the evaluation process unless they are contacted by the AGO.
5.2 Scoring

The AGO has assigned the following point values to the criteria described above:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Range</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor profile</td>
<td>0-10</td>
<td></td>
</tr>
<tr>
<td>Contractor references/ prior experience</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Project understanding</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Competitiveness of price</td>
<td>0-10</td>
<td></td>
</tr>
<tr>
<td>Responsiveness of proposed solutions</td>
<td>0-20</td>
<td></td>
</tr>
<tr>
<td>Clarity and completeness of proposal</td>
<td>0-20</td>
<td></td>
</tr>
</tbody>
</table>

Total Score: [__]

5.3 Method of Award

The AGO may award and negotiate a contract with one or more Contractors for an initial term of up to a maximum of three hundred sixty (365) days, beginning January 1, 2020, and expiring no later than December 31, 2020. A contract may also include an optional renewal term for a period 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 Contractor.

Any contract awarded pursuant to this RFP shall be subject to Ohio Revised Code Section 126.07. Accordingly, no rights, duties, or obligations under a contract shall be binding on the AGO until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

Any Contractor 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 Contractor’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 Contractor.

The relationship between any Contractor and the AGO will be defined by the terms and conditions of the contract, and neither the Contractor nor its staff will be considered to be employees of the AGO or any State client. Any Contractor 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 Contractor that does not meet the criteria of the RFP. If the AGO rejects a subcontractor for failure to meet the RFP criteria, the Contractor shall replace the proposed subcontractor at no additional cost to the AGO.

The template contract found at Appendix A to this RFP will form the basis for any contract awarded under this RFP. Contractors should not assume that any provisions included in the
attached contract template will be subject to negotiation.

SECTION 6.0  WARRANTIES AND CERTIFICATIONS

6.1  Contractor Warranties and Certifications

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

1. 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.

2. Has read the RFP, understands it, and agrees to be bound by its requirements.

3. If awarded a contract arising out of this RFP, Contractor shall negotiate such contract in good faith, which contract shall be in a form provided by the AGO.

4. Has not included any legal terms or conditions for the contract in its Proposal.

5. Has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.

6. Will not, nor will any subcontractor, or any person acting on behalf of 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.

6.2  Governing Law

This RFP and any contracts resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.
Computerized Criminal History Application

AGO INFORMATION TECHNOLOGY SERVICES

CCH Interfaces with Internal & External Systems

Description: Computerized Criminal History (CCH)

Legend

- AGO System
- Data Store
- AGO Section
- Law Enforcement
- State Agency
- Service Provider
- State University
- Federal Agency
- Portal

CCH Interfaces with Internal Systems

This high-level diagram represents the primary CCH data interfaces with Internal Systems. Please note that the diagram is not intended to be a representation of CCH systems or processes. Interfaces are represented generically in order to simplify the diagram.
APPENDIX B

AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
NAME OF CONSULTANT

THIS AGREEMENT is between the Ohio Attorney General (hereinafter the “Attorney General”), 30 East Broad Street, 17th Floor, Columbus, Ohio 43215-3414, and Name of Consultant (hereinafter “Consultant”), Street Address, City, State, Zip.

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Consultant shall be employed as an independent Contractor, to fulfill the terms of this Agreement and to act as a Contractor to the Attorney General. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Attorney General is the sole judge of the adequacy of such services.

B. The Attorney General enters into this Agreement in reliance upon Consultant’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Consultant warrants that it does possess the necessary expertise and experience.

C. Consultant shall perform the services to be rendered under this Agreement and the Attorney General shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The Attorney General shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Consultant shall perform the services (the “Work”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

B. In order to facilitate the Work, the Attorney General shall provide the resources set forth in Exhibit 1, Scope of Work.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before Date, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the Attorney General or (ii) the date on which this Agreement is terminated as provided in Article VI, Suspension or Termination of Consultant’s Services.

C. [OPTION 1—two year term] Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2021. The Attorney General may renew this Agreement once on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2021 and shall expire no later than June 30, 2023, unless sooner terminated as set forth herein.

23 AGO Contract #_____
D. [OPTION 2—one year term with option to renew for second year] Notwithstanding the foregoing, this Agreement shall expire no later than June 30, 2020. The Attorney General may renew this Agreement for an additional one year term on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2021.

E. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. The Attorney General shall pay Consultant no more than $0.00 for the Work.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule

C. Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

D. Consultant must receive a purchase order from the Attorney General prior to filling an order or performing any of the Work.

E. After Consultant receives a purchase order, Consultant shall submit an [INVOICE FREQUENCY] invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed and total hours worked, if required by Paragraph (B)(1) above, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain Consultant's name and address and shall reference the Ohio Attorney General's Office and list the billing address as 30 E. Broad St., 15th Floor, Attn: Finance, Columbus, Ohio, 43215. After receipt and approval by the Attorney General of a proper invoice, as defined by Ohio Adm.Code 126-3-01(A)(5), payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless otherwise directed by the Attorney General, invoices should be directed via email to: invoices@ohioattorneygeneral.gov.

F. In the event that any customer of Consultant negotiates a lower fee structure for the Work or comparable services, Consultant shall promptly notify the Attorney General and shall extend the lower negotiated rate to the Attorney General retroactively to the first date the lower rate was offered to another customer.

V. CERTIFICATION OF FUNDS

A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Consultant written notice that
such funds have been made available to the Attorney General by the Attorney General’s funding source.

VI. SUSPENSION OR TERMINATION OF CONSULTANT’S SERVICES

A. The Attorney General may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Consultant.

B. In the event that the Work includes divisible services, the Attorney General may, at any time prior to completion of the Work, by giving written notice to Consultant, suspend or terminate any one or more such portions of the Work.

C. Consultant, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Attorney General, furnish a report, as of the date Consultant receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters the Attorney General requires.

D. Consultant shall be paid for services rendered up to the date Consultant received notice of suspension or termination, less any payments previously made, provided Consultant has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by the Attorney General for which Consultant has not rendered services shall be refunded.

E. In the event this Agreement is terminated prior to completion of the Work, Consultant shall deliver to the Attorney General all work products and documents which have been prepared by Consultant in the course of providing the Work. All such materials shall become, and remain the property of, the Attorney General, to be used in such manner and for such purpose as the Attorney General may choose.

F. [Insert for ITS staff augmentation] In the event this Agreement is terminated prior to the completion of the Work, Consultant shall deliver to the Attorney General all Attorney General materials (electronic and paper-based), Attorney General equipment, and work products and documents which have been prepared by Consultant in the course of providing the Work. All such work products and documents prepared by Consultant shall become, and remain the property of, the Attorney General, to be used in such manner and for such purpose as the Attorney General may choose. Upon request by the Attorney General, Consultant shall also certify the return of all required materials set forth herein and grant a full release of liability to the Attorney General for the termination.

G. Consultant agrees to waive any right to, and shall make no claim for, additional compensation against the Attorney General by reason of any suspension or termination.

H. Consultant may terminate this Agreement upon sixty (60) days’ prior written notice to the Attorney General.
VII. RELATIONSHIP OF PARTIES

A. Consultant shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Consultant will also be responsible for all licenses, permits, employees’ wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers’ Compensation and Unemployment Compensation coverage, if any.

B. While Consultant shall be required to render services described hereunder for the Attorney General during the term of this Agreement, nothing herein shall be construed to imply, by reason of Consultant’s engagement hereunder as an independent Contractor, that the Attorney General shall have or may exercise any right of control over Consultant with regard to the manner or method of Consultant’s performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party’s prior written consent.

D. It is fully understood and agreed that Consultant is an independent Contractor and neither Consultant nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits.

E. For any employees or subContractors working either onsite at any Attorney General location, or via remote access to any Attorney General information system, Consultant understands that these employees or subContractors are subject to a background check conducted by the Attorney General. Such a background check may include criminal records, tax records, driving records, verification of academic credentials or degrees. The Attorney General may also conduct drug testing or field investigation of certain employees of the Consultant or its subContractors, if the Attorney General believes such action is necessary. The Attorney General reserves the right to refuse access to the job site or the information system at any time if the Attorney General determines in its discretion that Consultant’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.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Attorney General as the Attorney General may reasonably require.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Consultant, who may subcontract without the Attorney General’s approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Consultant shall not enter into subcontracts related to the Work without prior written approval by the Attorney General. All work subcontracted shall be at Consultant’s expense.

2. Consultant shall furnish to the Attorney General a list of all subContractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.
B. Consultant shall bind its subContractors to the terms of this Agreement, so far as applicable to the work of the subContractor, and shall not agree to any provision which seeks to bind the Attorney General to terms inconsistent with, or at variance from, this Agreement.

C. Consultant warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Attorney General, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The Attorney General shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Consultant pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Consultant by the Attorney General shall be subject to copyright by Consultant in the United States or any other country. If Consultant has reason to believe that use of a specified item is subject to patent or copyright protection, Consultant shall immediately notify the Attorney General.

B. Consultant agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Attorney General. Any requests for distribution received by Consultant shall be promptly referred to the Attorney General.

XI. CONFIDENTIALITY

A. Consultant shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Attorney General.

XII. LIABILITY

A. Consultant agrees to indemnify and to hold the Attorney General and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Consultant’s own actions or omissions or those of its trustees, officers, employees, subContractors, suppliers, third party agents or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

B. Consultant shall bear all costs associated with defending the Attorney General and the State of Ohio against any claims described in paragraph A above.

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

XIII. INSURANCE

A. Until all obligations under this Agreement are complete, and without limiting Consultant’s indemnification obligations herein, Consultant agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least “A-VII,” or a
comparable rating agency. Consultant shall also cause each of its subContractors under this Agreement, if applicable, to comply with the requirements in this Article XIII.

B. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Attorney General. No representation is made by the Attorney General that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of Consultant under this Agreement. Consultant’s insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Consultant has no owned autos, Codes 8 (hired) and 9 (non-owned), with a limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000.00 per accident for bodily injury or disease. If Consultant is a sole proprietor, partnership, or has no statutory requirement for workers’ compensation, Consultant must provide a letter stating that it is exempt and agreeing to hold the Attorney General and the State of Ohio harmless from loss or liability for such.

4. [insert if applicable] Professional Liability (Errors and Omissions) Insurance, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall cover all applicable Consultant personnel or subContractors who perform professional services related to this Agreement.

5. Property insurance:

a. [insert if applicable] Installation Floater: Consultant shall provide and maintain Installation Floater insurance on a blanket basis that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The floater shall provide all-risk property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at an Attorney General site. The policy shall be endorsed to waive co-insurance penalties. Minimum on-site limits shall be no less than 100% of the Consultant’s contract price. Minimum off-site/transit limits shall be no less than 10% of the on-site limit. The Attorney General and the State of Ohio shall be named as loss payees as their interest may appear.

b. Tools and Equipment: The Attorney General and State of Ohio shall not be liable for any loss, including theft or disappearance, of the Consultant’s tools and
equipment. Consultant is solely responsible for securing its tools and equipment and at no time shall such items be considered in the care, custody and control of the Attorney General or the State of Ohio. Should the Consultant choose not to adequately insure its property, no coverage shall be afforded under any insurance or self-insurance maintained by the Attorney General or the State of Ohio.

C. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

1. ADDITIONAL INSURED STATUS. Except for Workers’ Compensation and Professional Liability insurance, the Attorney General and the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant’s insurance.

2. PRIMARY COVERAGE. For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Attorney General or the State of Ohio, its officers, officials and employees shall be excess of the Consultant’s insurance and shall not contribute with it.

3. UMBRELLA OR EXCESS INSURANCE POLICIES. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

4. NOTICE OF CANCELLATION. Consultant shall provide the Attorney General with 30 days’ written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the Attorney General or the State of Ohio’s available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

5. WAIVER OF SUBROGATION. Consultant hereby grants to the Attorney General and the State of Ohio a waiver of any right to subrogation which any insurer of Consultant may acquire against the Attorney General or the State of Ohio by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Attorney General or the State of Ohio has received a waiver of subrogation endorsement from the insurer.

6. DEDUCTIBLES AND SELF-INSURED RETentions. Deductibles and self-insured retentions must be declared to and approved by the Attorney General. The Attorney General may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State of Ohio.

7. CLAIMS-MADE POLICIES. If any of the required policies provide coverage on a claims-made basis:
a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Work. The Discovery Period must be active during the Extended Reporting Period.

D. VERIFICATION OF COVERAGE. Consultant shall furnish the Attorney General with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Attorney General before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Consultant’s obligation to provide them. The Attorney General reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. SUBCONTRACTORS. Consultant shall require and verify that all subContractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Attorney General and the State of Ohio are additional insureds on insurance required from subContractors.

F. SPECIAL RISKS OR CIRCUMSTANCES. The Attorney General reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XIV. ANTITRUST ASSIGNMENT

A. Consultant assigns to the Attorney General all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XV. CONSULTANT’S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Consultant, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

B. DRUG FREE WORKPLACE. Consultant agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subContractors engaged in the 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 Attorney General’s policy, Consultant agrees that Consultant, any subContractor, and any person acting on behalf of Consultant or a subContractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Consultant further agrees that Consultant, any subContractor, and any person acting on behalf of Consultant or a subContractor shall not, in any manner, discriminate against, intimidate, or retaliate against any
The document contains clauses related to affirmative action, conflicts of interest, ethics compliance, qualifications to do business, campaign contributions, findings for recovery, and debarment. Here is a summary of the key points:

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

**E. CONFLICTS OF INTEREST.**

1. No personnel of Consultant who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the 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 Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Attorney General in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the Attorney General 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.** Consultant represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Consultant further represents, warrants, and certifies that neither Consultant nor any of its employees will do any act that is inconsistent with such laws.

**G. QUALIFICATIONS TO DO BUSINESS.** Consultant affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Consultant, for any reason, becomes disqualified from conducting business in the State of Ohio, Consultant will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

**H. CAMPAIGN CONTRIBUTIONS.** Consultant hereby certifies that neither Consultant nor any of Consultant’s partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the campaign of the current Ohio Attorney General in excess of the limitations specified in R.C. 3517.13.

**I. FINDINGS FOR RECOVERY.** Consultant warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.

**J. DEBARMENT.** Consultant 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.
K. BOYCOTTING. Pursuant to R.C. 9.76(B), Consultant warrants that Consultant 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 this Agreement.

L. OHIO RETIREMENT SYSTEM RETIRANT. If Consultant is a PERS retirant, as such term is defined by R.C. 145.38, Consultant shall notify the Attorney General of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph shall be sent to the Attorney General’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 Attorney General shall not be responsible for any changes to Consultant’s retirement benefits that may result from entering into this Agreement.

M. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XV are found to be false, this Agreement is void ab initio and Consultant shall immediately repay to the Attorney General any funds paid under this Agreement.

XVI. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. WAIVER. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII, XIV and XV(M) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the Attorney General.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

G. HEADINGS. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
H. SEVERABILITY. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

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

J. EXECUTION. This Agreement is not binding upon the Attorney General unless executed in full, and is effective as of the last date of signature by the Attorney General.

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

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

(remainder of page intentionally left blank)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONSULTANT

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

OHIO ATTORNEY GENERAL

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

Approval as to form:

By: __________________________
Name: _________________________
Assistant Attorney General
Executive Agencies, Business Counsel Unit
Date: __________________________