

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

Conversion of Paper Document

RFP NUMBER: AGO-BCI-20200629

June 29, 2020

Responses must be received and stamped at:

Ohio Attorney General's Office
Ohio Bureau of Criminal Investigation (BCI)
1560 State Route 56 SW
London, Ohio 43140
ATTN: RFP REVIEW COMMITTEE

On or before:

July 13, 2020 at 3:00 PM Eastern Time

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SECTION 1.0 INTRODUCTION

The Ohio Attorney General's Office ("AGO") is pleased to release this Request for Proposals ("RFP") to supply the AGO with a solution to convert some paper documents to a digital format.

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 1600 employees in nearly 30 distinct sections that advocate for consumers and victims of crime, assists the criminal justice community, provide legal counsel for state offices and agencies, and enforce certain state laws.

1.1. Background

The Ohio Bureau of Criminal Investigations ("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 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 Federal Bureau of Investigation ("FBI") background checks.

1.2. Current Request

Like many other governmental agencies, BCI has an abundance of paper files and documents. These paper criminal files have a long retention schedule set forth by the guidelines of the FBI. All criminal files are maintained 99 years plus 10. The maintenance and storage of approximately six million records requires enormous amount of physical storage space and is costly to maintain.

Paper files and documents can be and have been misfiled, they require an abundance of staff work hours to maintain; filing, retrieving and refiling records is a constant. This process is inefficient, particularly with the large volume of transactions the Identification Unit processes daily.

The purpose of this RFP is to solicit responses for the selection of a vendor with relevant knowledge and experience to work with the AGO for the electronic conversion of paper documents and the proper indexing of each file without destroying or degrading any document and any data.

The objective of the project is the conversion of paper documents into electronic PDF forms. The services outlined in this RFP are contingent on approval of federal funding through the National Criminal History Improvement Program ("NCHIP").

The proposed solution should be on a Not-to-Exceed Fixed Price basis.

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 indicated in the table below.

No.	Action	Date
	Firm Dates	
1	RFP Released	June 29, 2020
2	RFP Inquiry Deadline Date/Time: Inquiries must be submitted by no later than 8:00 a.m. Eastern Time on the specified date.	July 2, 2020 8:00 AM
3	RFP Response Deadline Date/Time: Proposals must be received from offerors no later than 3:00 p.m. Eastern Time on the specified date.	July 13, 2020 3:00 PM
	Estimated Dates	
4	AGO Review and Evaluation of Offeror Proposals	July/August 2020
5	Offeror Presentations, Interviews, and Demonstrations (only if requested by the AGO)	August/September 2020
6	Apparent Successful Offeror Notification	September 2020

No.	Action	Date
7	Contract Process and AGO Due Diligence	September 2020
8	Signed Contract and Controlling Board Process	October 2020
9	Project Kickoff	October 2020

1.5. RFP Response Deadline and Ship-To 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.

Proposals must be marked "Conversion of Paper Document" and must be shipped or hand delivered to the following address. The phone number is only to meet requirements by shippers, and must not be used for any other communication.

Ohio Attorney General's Office
Ohio Bureau of Criminal Investigations (BCI)
1560 State Route 56 SW
London, Ohio 43140
ATTN: RFP REVIEW COMMITTEE
740-845-2000

An individual authorized to bind the offeror to the provisions of the Proposal must sign the Proposal. The original Proposal must be hand-signed in blue ink. Proposal responses must address all requirements of this RFP.

Proposals must be received at the above listed location by the appointed date and time in order to be considered. Offerors submitting a Proposal by mail are reminded to allow adequate mailing time to ensure its timely receipt. Offerors must account for potential delays due to increased security or inclement weather.

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 opened, Proposals cannot be altered in any way, except as expressly permitted by the processes of this RFP. The AGO may also reject any Proposal that it believes is not in its 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 e-mail or letter if the Proposal was rejected for being late, incomplete or any other reason.

SECTION 2.0 SCOPE

Through this RFP, the AGO seeks the following:

2.1. Overview

The offeror will work with AGO to fully convert an estimated twelve million (12,000,000) paper documents into PDF documents. The work will be done offsite in a secured offeror location approved by the AGO, with a fully closed “chain of custody” for the handling of the documents with audit on site and after transport. The work will be done with proper quality control process, and it will be performed by the offeror’s staff who have cleared the BCI and FBI background check.

All the requirements listed in Section 2.3.3 are mandatory. The AGO reserves the right to consider proposals if some requirements are not fully met. However, in the areas of the chain of custody control, auditing, proper quality control processes and providing staff who have cleared the BCI and FBI background checks, the offeror will be eliminated from consideration if these requirements are not fully met.

2.2. Scope of Work

The AGO requires proposals for the conversion of paper documents into electronic PDF forms that must be a true and accurate copy without destroying or degrading the documents and any data. The converted document will be indexed using the State Identification Number (“SID”), social security number (“SSN”) and/or Incident Tracking Numbers (“ITN”) if available. All source documents associated with the record must be scanned as in the original form.

The AGO will provide the offeror access to the file folders and documents for conversion. The AGO has an estimated three plus million file folders that could contain an average of four documents per file folder for conversion.

The offeror will provide access to AGO staff at BCI to review and approve the quality of the documents processed. The offeror will set forth a comprehensive plan for document conversion with audits and reports during the conversion process.

Access to AGO staff will also be provided to transfer the converted PDF documents to the Ohio Biometric Identification System (“OBIS”) system for permanent storage.

The work includes proper document storage and shredding at the offeror’s location. The offeror will provide a Certificate of Destruction of the original documents when the original documents are approved to be shredded by AGO.

2.3. Business Requirements

2.3.1. Requirement Presentation

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

ID	Requirement	Priority	Fully Met	Partially Met	Not Met
1	Requirement Detail 1				
2	Requirement Detail 2				
3	Requirement Detail 3				

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

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

Response Box	Definition
Priority	<p>This is the priority as assigned by the AGO for the requirement. The values are as follows:</p> <ul style="list-style-type: none"> • H = mandatory/required, • M = medium/desired, • L = low/nice to have.
Fully Met	<p>Requirement will be met by the proposed solution. It will be met through an existing capability of the solution. The capability must have the characteristics of a feature, a software product or an established business process and may not largely comprise custom programming. It must be such that it can be demonstrated to the AGO. The cost of the requirement receiving this response must be included in the cost of the solution.</p>
Partially Met	<p>Requirement will be partially met by the proposed solution.</p>
Not Met	<p>Requirement cannot be met as part of the solution.</p>

2.3.2. Responding to Requirements

This section calls on the offerors to group together, in order, all of the requirements and responses by response type (e.g., all of those marked Fully Met in order, with detailed descriptions, followed by those marked as Partially Met, etc.). Offerors **must** follow the steps outlined below for the requirements response section of the overall proposal.

In their proposals, the offerors **must** provide a comprehensive written description of their approach to all requirements. Offerors **must** first use and insert the requirement specifications table, as provided below in Section 2.3.3. Business Requirements, into their proposals and respond directly to each specification entry by placing an “X” in the applicable column in each row. The definition of each column heading in the requirement specification table is provided above and in the RFP section related to instructions for preparing provider responses.

For each requirement, in requirement ID order, offerors are to:

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

Requirement ID	Response Explanation
Fully Met	
List <i>each requirement ID</i> , so marked, in the same order as in the specifications table.	For each requirement ID listed, offerors must provide a <i>detailed explanation</i> of how the specification is met.
Partially Met	
List <i>each requirement ID</i> , so marked, in the same order as in the specifications table.	For each requirement ID listed, offerors must provide a <i>detailed explanation</i> of how the specification is only partially met.
Not Met	
List <i>each requirement ID</i> , so marked, in the same order as in the specifications table.	For each requirement ID listed, offerors must provide a <i>detailed explanation</i> of why they cannot meet the specified requirement.

NOTE: Each requirement **must** be addressed directly in the proposal, or it will be assumed that offerors cannot accomplish the requirement and/or deliverable. The AGO prefers a offeror solution that meets all requirements with minimum customization required.

2.3.3. Requirements

This section provides a listing of the business requirements.

ID	Requirement	Priority	Fully Met	Partially Met	Not Met
1	Provide staff who have cleared the BCI and FBI background check.	H			
2	Provide an implementation plan within 30-days of award, detailing how the offeror proposes to address the scope of work and associated deliverables. The implementation plan will be reviewed by the AGO at a meeting with offeror's representative(s) within 15-days after the plan's submission. Thereafter, the offeror will meet quarterly with the AGO to review progress.	H			
3	Offeror must provide a secure means to retrieve, audit and transport the paper file folders and documents for processing. The offeror must supply their own boxes. The files are currently stored on rolling shelves.	H			
4	Offeror must set forth a comprehensive plan for document conversion with audits on site of processing.	H			
5	Offeror must provide the specifics of how inventory will be completed before and after transport from BCI to the offeror's facility.	H			
6	Offeror must provide a fully closed "chain of custody" for handling of BCI's records with audit on site and after transport.	H			
7	Document storage is to be provided by the offeror in a secure location before and after it has been scanned. Safeguards must be in place to protect Personally Identifiable Information ("PII"). Security requirements are outlined in section 3.6. of the RFP.	H			
8	Offeror must have a plan in place to respond to an incident where this data may be compromised. Incident Response requirements are outlined in section 3.6.2 of the RFP.	H			
9	Scan and save an estimated 12,000,000 documents as a PDF without the dimensioning or degrading the quality of the documents. Documents should be scanned in black and white at 300 PPI with JPEG 2000. The original documents include, but may not be limited to, original arrest, court and disposition documents. The documents may vary in size and thickness from 3x5 cardstock to 11x17 paper.	H			

ID	Requirement	Priority	Fully Met	Partially Met	Not Met
10	Index all documents with complete fields SID, SSN and/or ITN if available. The format will look like BCI#_ITN[_#] where ‘_#’ is an incremental number where there are multiple documents per ITN. Example: C123456_IT1234567_1	H			
11	Provide the ability to send a test batch of data to the OBIS contractor to ensure data transfer and test the quality prior to scanning the remaining documents and sending them to OBIS.	H			
12	Provide the ability to complete a “batch” upload of converted documents to the OBIS contractor, each batch should have no more than 500,000 documents.	H			
13	Provide access to AGO’s staff to scanned documents for review and approval during the process.	H			
14	Perform quality control checks throughout every step of the process. The quality control processes must be fully documented, and auditable by the AGO.	H			
15	Offeror must do a quality control check, at minimum, on 2% of the scanned documents to verify quality and accuracy. If issues are found then the offeror must increase the quality control checks to 5% until the issues have been mitigated. The offeror must obtain approval by BCI to reduce QC back to the original 2%.	H			
16	The quality control related logs and reports must be provided to the AGO on a regular basis.	H			
17	A backup copy of the scanned images needs to be made and maintained in addition to the master set of images.	H			
18	Provide the post-scan logs. Modifications to scanned images after they have been scanned should be entered in a log.	H			
19	Provide a work log. The offeror must document who is doing the scanning and who is doing the offeror quality control evaluations. The person doing the scanning and the person performing the quality control cannot be the same person.	H			
20	Provide AGO BCI staff access to retrieve any file folder and/or documents at any point during the process within 24 hours of a request being submitted.	H			

ID	Requirement	Priority	Fully Met	Partially Met	Not Met
21	Offeror must provide a way for the completed scanned documents to be securely and properly destroyed once approved to do so by BCI. A Certificate of Destruction must be provided once destruction of files has been completed.	H			
22	Demonstrate experience with larger projects on the same scale as this project.	H			
23	Offeror must complete the work before June 30, 2021.	H			

SECTION 3.0 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 June 30, 2021. The AGO may, at any time, suspend or terminate the resulting contract with or without cause by giving written notice to the selected contractor.

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

3.2.1 Fiscal Biennium

The current Ohio General Assembly cannot commit a future Ohio General Assembly to expenditure. Therefore, the resulting contract will automatically expire at the end of each fiscal biennium (June 30th of every odd year). The AGO may renew a contract in the next biennium by issuing written notice to the 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. If there are any amendments to the original contract during the project lifecycle to include reimbursable expenses, then those reimbursable expenses will be in accordance with Ohio Revised Code §126.31. The selected contractor must assume all

other expenses that it incurs in the performance of the resulting contract that are not specifically identified in the contract.

3.2.3. Certification of Funds

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

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

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

The AGO may renew the contract for additional one-year or two-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for the contract in each new biennium. Any such renewal of the contract 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:

R.C. §1333.61(D). Trade Secret means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

1. It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3.2.6. Governing Law

This RFP and any contracts resulting from this RFP 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 R.C. 125.111 and the AGO's policy, the selected contractor agrees that contractor, any subcontractor, and any person acting on behalf of contractor or a subcontractor, must not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the scope of work. The selected contractor further agrees that contractor, any subcontractor, and any person acting on behalf of contractor or a subcontractor must not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the scope of work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- d) **AFFIRMATIVE ACTION PROGRAM.** The selected contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
- e) **CONFLICTS OF INTEREST.** No personnel of the selected contractor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the scope of work shall, prior to the completion of the scope of work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the scope of work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the contract, or who involuntarily acquires any such incompatible or conflicting personal interest, must immediately disclose his or her interest to the AGO in writing. Thereafter, he or she must not participate in any action affecting the scope of work, unless the AGO shall determine, in its sole discretion, that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- f) **ETHICS COMPLIANCE.** The selected contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of the contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. The selected contractor further represents, warrants, and certifies that neither contractor nor any of its employees will do any act that is inconsistent with such laws.
- g) **QUALIFICATIONS TO DO BUSINESS.** The selected contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio, including registration with the

Ohio Secretary of State, and that all are current. If at any time during the term of the contract contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, the contractor will immediately notify the AGO in writing and will immediately cease performance of the scope of work.

- h) CAMPAIGN CONTRIBUTIONS. The selected contractor hereby certifies that neither it nor any of its partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the AGO in excess of the limitations specified in R.C. 3517.13.
- i) BOYCOTT. Pursuant to R.C. 9.76(B), the selected contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the contract.
- j) FINDINGS FOR RECOVERY. The selected contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- k) DEBARMENT. The selected contractor represents and warrants that it is not debarred from consideration for contract awards by the Executive Director of the Ohio Facilities Construction Commission or the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.
- l) OHIO RETIREMENT SYSTEM RETIRANT. If the selected contractor is a PERS retirant, as such term is defined by R.C. 145.38, contractor must notify the AGO of such status in writing prior to the commencement of work under the contract. Notices pursuant to this paragraph must be sent to the AGO’s Director of Human Resources by mail at 30 E. Broad Street, 16th Floor, Columbus, Ohio 43215, by fax at (614) 728-7582, or by email at HR@OhioAttorneyGeneral.gov. The AGO will not be responsible for any changes to the selected contractor’s retirement benefits that may result from entering into the contract.
- 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 vendor 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 RFQ.

- (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 RFQ.
- (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 RFQ; 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 RFQ 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 RFQ 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 RFQ.
- (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 RFQ 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 BCI Contract Monitor to obtain approval by the State to connect vendor/subcontractor-owned equipment to a State LAN/WAN.

3.6.2. Incident Response Requirements

- (a) The vendor shall notify the BCI Contract Monitor when any vendor 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 vendor shall notify the BCI 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 BCI Contract Monitor.
- (c) The vendor shall notify the BCI Contract Monitor within two (2) hours if there is a threat to the vendor 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 vendor must provide written notice to the BCI Contract Monitor within one (1) Business Day after the vendor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The vendor, within one (1) Business Day of discovery, shall report to the BCI Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The vendor'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 vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and:
 - 5. What corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

6. The vendor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The vendor 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 vendor's security obligations or other event requiring notification under applicable law, the vendor 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 shall survive expiration or termination of the contract resulting from this RFP.

3.7. Protective Provisions

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

3.7.1. Holdback

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

3.7.2. Liquidated Damages

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

3.7.3. Performance Bond

The selected contractor must provide a performance bond within thirty days of the fully executed resulting contract. The amount of the performance bond shall be in an amount agreed upon by the parties to the resulting contract. The bond must be issued by a company authorized to do business in Ohio and must indemnify the AGO against all direct damages it suffers from any failure of Contractor to perform properly. Failure of the selected contractor to provide the performance bond as specified shall constitute a breach of 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 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. Other Protective Provisions

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

3.8. 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.

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

4.2. Paper Copy Requirements

4.2.1. Technical Proposal

The RFP technical response must be submitted with one (1) original and six (6) conforming paper copies.

Computer-generated 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. Folded pages must fold entirely within the volume. Each 8-1/2" by 11" section of a folded page counts as one page. Larger sheets will count as two or more pages. For example, an 11" by 17" folded sheet counts as two pages.

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

4.2.2. Cost Proposal

The RFP cost response must be submitted with one (1) original and one (1) conforming paper copy.

4.3. Electronic Copy Requirements

The offeror must provide one USB drive containing the electronic versions of the paper copies. Media will not be returned. The USB drive must contain one electronic copy of the technical proposal and one electronic copy of the cost proposal.

Please note the following electronic copy requirements:

- Submitted files must be saved as a separate, identifiable files.
- Submitted files must be fully searchable, printable, and unlocked.
- Files must not be password protected.
- USB drive must be labeled with a text file to indicate the offeror name, solicitation name, and date of submission.
- The offeror must screen the USB drive for computer viruses prior to submittal.

4.4. Response Delivery Instructions

The offeror must provide the specified number of hard copies as well as 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.

4.5. 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.

4.5.1. Multiple or Alternate Responses

This RFP does not permit multiple responses from the same Offeror.

4.5.2. Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, a conflict internal to this RFP, or are otherwise unsound, the Offeror should notify the AGO via the 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.

4.5.3. Disposition of Unsuccessful Responses

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

4.5.4. Restrictions on Communications

Formal communications, which include requests for clarification and/or information concerning this RFP, must be submitted to the AGO via the online inquiry process provided in this RFP and will be published and shared with all the prospective offerors.

4.5.5. News Releases

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

4.5.6. Discussions

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

4.5.7. 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, 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	3
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	5
F	High-Level Schedule Summary	5
G	Statement of Work	15
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

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 sealed separate document from the Proposal and as a separate identifiable file in the USB drive. 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 or costs must be 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 experience and staffing 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 30%.
- 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) References: Points assigned relative to an evaluation of the responses relative to contractor reference checks. This group will be given a value of 10%.
- d) 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 – Best and Final Offer (BAFO)

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 4 – 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, and tabulate, compile and verify all scores. Using a best-value perspective, the AGO will identify the apparent successful offeror.

Step 5 – 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 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

Qualifying technical proposals will be reviewed and collectively scored by the AGO. For each of the criteria given in the following table, the AGO will judge whether the technical proposal meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0	3	5
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement

In the technical evaluation phase, the AGO will score the technical merits of the Proposals based on the following requirements and the weights assigned to each requirement:

Scoring Category	RFP Response Section	Weight	Does Not Meet	Partially Meets	Meets
Executive Summary	A	10	0	3	5

Scoring Category	RFP Response Section	Weight	Does Not Meet	Partially Meets	Meets
Offeror Strength and Stability	B	10	0	3	5
Offeror References	C	10	0	3	5
Key Personnel	D	10	0	3	5
Project Organization, Reporting Structure, and Staffing	E	10	0	3	5
High-Level Schedule Summary	F	15	0	3	5
Statement of Work	G	30	0	3	5
Exceptions, Assumptions, and Deviations	H	5	0	3	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 Score – 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 as well as 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 – Sample Contract. This attachment is a sample of a contract for your legal review.

The sample includes exhibits and attachments referenced in the RFP, including but not limited to: Exhibit 4, Federal Bureau of Investigation, Criminal Justice Information Services Security Addendum and Certification; Exhibit 5, Ohio Attorney General Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy Contractor Employee Acknowledgement; and Attachment 2, Certificate of Destruction.