

OHIO ATTORNEY GENERAL'S OFFICE
REQUEST FOR PROPOSALS

New Attorney Conflicts of Interest System

RFP #AGO-ADMITS328951

February 3, 2020

Responses *must* be received and stamped at:

**Ohio Attorney General's Office
Information Technology Services Section
ATTN: RFP REVIEW COMMITTEE (AGO-ADMITS328951)
150 East Gay Street, 20th Floor
Columbus, Ohio 43215**

On or before:

February 28, 2020 at 3:00 PM Eastern Standard Time

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SECTION 1.0 INTRODUCTION

1.1. Background and Current Request

The Ohio Attorney General's Office (AGO) is pleased to release this Request for Proposals (RFP) for a contractor to provide a commercially available Attorney Conflicts of Interest System.

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

A new Office of Professional Integrity has been established to oversee and perfect the professionalism and integrity of the Office. One of the primary objectives of the new Office is to improve and streamline the processes used to identify attorney conflicts of interest when new cases and personnel are added. Today, this conflict checking is done manually.

The AGO currently has multiple case management applications with which the proposed system should integrate. These include iManage Work, Matrix, and a system named EAGO (Enterprise Attorney General's Office) developed by the AGO. When potential conflicts are identified, the Office must submit requests to have any necessary ethical walls created. The AGO seeks to automate this screening process.

In addition, the AGO is currently using an in-house developed SharePoint application to capture employee and spouse information to assist with manual conflict screening. The AGO expects that this information will be migrated into the proposed system and the SharePoint application will be retired.

There are currently about 340 attorneys in the AGO working in approximately 20 sections. It is anticipated that each section will have two (2) to three (3) users of the proposed system, adding or updating employee and spouse information, as necessary. The Office of Professional Integrity will have a staff of approximately five (5) employees who will be reviewing conflicts identified and administratively owning the system.

This RFP seeks a contractor to provide a commercially available system that will enable the AGO to automate conflict checking, report on potential conflict issues, and allow the Office of Professional Integrity to make a decision on the identified conflict information. If a conflict is confirmed, the proposed system should then automatically create the necessary ethical walls in the appropriate case management system(s).

In addition to the proposed system, the contractor must:

- Successfully implement the proposed system, including all configurations, integration to existing systems, and deployment tasks.
- Provide operations, maintenance and support for the Attorney Conflicts of Interest System.

1.2. Contact

Unless the AGO advises differently, all contact is to be in writing using the State of Ohio Procurement website. All inquiries and responses will be posted to the same website.

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 below.

1.3. Schedule of Events and Deadlines

The AGO will orient the procurement to the dates indicated in the table below. All dates following the RFP Response Deadline Date/Time are estimates and subject to change.

Table 1 – Procurement Schedule

No.	Action	Date
Firm Dates		
1	RFP Released	February 3, 2020
2	RFP Inquiry Deadline Date/Time: Written questions for clarification must be submitted by offerors no later than 8:00 a.m. Eastern Standard Time	February 14, 2020 8:00 AM
3	RFP Response Deadline Date/Time: Must be received from offerors no later than 3:00 p.m. Eastern Standard Time on the specified date	February 28, 2020 3:00 PM
Estimated Dates		
4	AGO Review and Evaluation of Responses	March 2020
5	Offeror Presentations, Interviews, and Demonstrations (if requested by the AGO)	April 2020
6	Apparent Successful Offeror Notification	April 2020
7	Contract Process and AGO Due Diligence	April 2020
8	Signed Contract and Controlling Board Process	May 2020
9	Project Kickoff	May 2020

1.4. Reference Material Website

Reference materials related to this RFP will be available on the State of Ohio Procurement site. The website address is linked from <https://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 offeror questions and answers regarding the RFP or other related documents.
- *Editable RFP Forms* – Any editable copies of forms and tables found in the RFP and required in the offeror's response.

1.5. RFP Response Deadline and Ship-To Address

One (1) original, six (6) conforming paper copies, and one (1) electronic copy on a USB drive, of the RFP response *must* be submitted no later than **the RFP Response Deadline Date/Time** from the above **Procurement Schedule** table, as more specifically described in Section 4.0. RFP responses *must* be addressed and shipped to the following address. The phone number is only to meet requirements by shippers, and *must* not be used for any other communication.

**Ohio Attorney General's Office
Information Technology Services Section
Phone 614-728-2590
ATTN: RFP REVIEW COMMITTEE (RFP# AGO-ADMITS328951)
150 East Gay Street, 20th Floor
Columbus, Ohio 43215**

An individual who is authorized to bind the offeror to the provisions of the RFP response *must* hand sign the original RFP response in blue ink. RFP responses *must* address all requirements of this RFP.

RFP responses *must* be received at the above-listed location by the appointed date/time. An offeror that mails its RFP response *must* allow adequate mailing time to ensure its timely receipt. RFP responses that are postmarked by the **RFP Response Deadline Date**, but not received by the AGO by the **RFP Response Deadline Time** may be considered late. The AGO is under no obligation to accept late responses. Offerors *must* account for potential delays in mailing time due to increased security or inclement weather.

Any extension of the deadline date/time will be published by the AGO as a formal RFP amendment on the website identified in section 1.2. 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 RFP responses. Once opened, RFP responses cannot be altered in any way, except as expressly permitted by the process of this RFP. The AGO may reject any RFP response that it believes is not in its best interest to accept and the AGO may decide not to do business with any of the offerors responding to this RFP. Moreover,

the AGO may decide to cancel this RFP for any reason, or issue another RFP, if it is in the best interest of the AGO to do so.

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

The AGO reserves the right to conduct negotiations with one or more offerors during the RFP review process. Offerors may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AGO's sole discretion, compensation, though compensation will not be the sole factor in determining an award.

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

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

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

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

SECTION 2.0 SCOPE

Through this RFP, the AGO seeks a contractor to provide an Attorney Conflicts of Interest system. The offeror should provide a solution to support the needs described in this RFP, including:

- A Commercial-off-the-Shelf (COTS) application software product. The AGO prefers a cloud-based solution, although on premise solutions will be considered.
- All associated implementation services (e.g., project management, installation, configuration, testing, training, system documentation, etc.).
- All associated operations, maintenance and support services.

The AGO intends to select the solution that best supports the requirements described in this RFP.

2.1. Business Requirements

Attachment C of this RFP lists the business requirements for the Attorney Conflict of Interest System. This attachment is an editable document that includes columns for the offeror to respond whether or not the proposed solution fully meets each requirement. If any requirement is not fully met by the proposed solution, the offeror *must* include a detailed proposal for meeting that requirement. See section 5.4.7 of this RFP for more detail.

2.2. Scope of Work

The scope of work for this request *must* include all tasks necessary for the full implementation of the proposed Attorney Conflicts of Interest system. This will include, but is not limited to, the following:

- Project Management activities
- Requirements Analysis
- Hosting Plan, if applicable
- System Architecture Plan, if applicable
- Design of all system environments, if applicable
- Installation of the proposed system in all environments, if applicable
- System configurations
- System Integration Design and Build
- Master Test Plan
- Data Conversion Plan
- Training Plan and Execution
- Implementation Plan
- Implementation and Stabilization

The AGO's Information Technology Services' Project Management Office (PMO) will provide oversight and management for the entire project, but the contractor must provide project management for the tasks under the Contract, including developing and maintaining a project schedule and the day-to-day management of contracted staff. The contractor also must assist the AGO with coordinating assignments for AGO staff working on the project. Additionally, the contractor must provide all administrative support for contracted staff and activities.

SECTION 3.0 TERMS AND CONDITIONS

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

3.1. Budget and Payment

The AGO reserves the right to conduct negotiations with one or more offerors during the RFP response review process. Offerors may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AGO's sole discretion, compensation, though compensation will not be the sole factor in determining an award.

In consideration of the selected contractor's promises and satisfactory performance of the scope of work, the AGO will pay the selected contractor the amount(s) identified in the response to this RFP (the "Fee") 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 also is contingent on the selected contractor delivering a proper invoice and any other documents the contract requires. An invoice must comply with Ohio law and the AGO's policies regarding invoices and their submission. The AGO will notify the selected contractor in writing within 30 business days after it receives an invoice of any defect on the invoice and provide the information necessary to correct the defect.

3.2. Requirements Specific to the State of Ohio

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

3.2.1. Fiscal Biennium

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

3.2.2. Reimbursable Expenses

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

3.2.3. Certification of Funds

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

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

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

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

3.2.4. Public Record Information

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

By submitting a 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 section 5.4.12).

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

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

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

3.2.6. Governing Law

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

3.2.7. Liability

The selected contractor agrees to indemnify and hold harmless and immune the AGO and the State of Ohio from any and all claims for injury or damages arising from the resulting contract which

are attributable to the selected contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under the contract. Such claims include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

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

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

3.2.8. Warranties and Certifications with Respect to this RFP

By submitting a proposal, the offeror warrants and certifies that it:

- a) Is eligible for award of a contract by the AGO, pursuant to Ohio Revised Code Sections 9.24, 125.11, 125.25, and 3517.13.
- b) Has read the RFP, understands it, and agrees to be bound by its requirements.
- c) If awarded a contract arising out of this RFP, the selected contractor **must** negotiate such contract in good faith, which contract **must** be in a form provided by the AGO.
- d) Has not included any legal terms or conditions for the contract in its 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 and will not allow any subcontractor or any person acting on behalf of the contractor or a subcontractor, discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.

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

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

- a) **COMPLIANCE WITH LAWS.** The selected contractor, in the execution of its duties and obligations under the resulting contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- b) **DRUG FREE WORKPLACE.** The selected contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and **must** make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the scope of work, purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- c) **NONDISCRIMINATION OF EMPLOYMENT.** Pursuant to R.C. 125.111 and the AGO's policy, the selected contractor agrees that contractor, any subcontractor, and

- any person acting on behalf of contractor or a subcontractor, **must** not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the scope of work. The selected contractor further agrees that contractor, any subcontractor, and any person acting on behalf of contractor or a subcontractor **must** not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the scope of work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- d) **AFFIRMATIVE ACTION PROGRAM.** The selected contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
 - e) **CONFLICTS OF INTEREST.** No personnel of the selected contractor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the scope of work shall, prior to the completion of the scope of work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the scope of work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the contract, or who involuntarily acquires any such incompatible or conflicting personal interest, **must** immediately disclose his or her interest to the AGO in writing. Thereafter, he or she **must** not participate in any action affecting the scope of work, unless the AGO shall determine, in its sole discretion, that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
 - f) **ETHICS COMPLIANCE.** The selected contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of the contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. The selected contractor further represents, warrants, and certifies that neither contractor nor any of its employees will do any act that is inconsistent with such laws.
 - g) **QUALIFICATIONS TO DO BUSINESS.** The selected contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio, including registration with the Ohio Secretary of State, and that all are current. If at any time during the term of the contract contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, the contractor will immediately notify the AGO in writing and will immediately cease performance of the scope of work.
 - h) **CAMPAIGN CONTRIBUTIONS.** The selected contractor hereby certifies that neither it nor any of its partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the AGO in excess of the limitations specified in R.C. 3517.13.
 - i) **BOYCOTT.** Pursuant to R.C. 9.76(B), the selected contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the contract.

- j) FINDINGS FOR RECOVERY. The selected contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- k) DEBARMENT. The selected contractor represents and warrants that it is not debarred from consideration for contract awards by the Executive Director of the Ohio Facilities Construction Commission or the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.
- l) OHIO RETIREMENT SYSTEM RETIRANT. If the selected contractor is a PERS retirant, as such term is defined by R.C. 145.38, contractor *must* notify the AGO of such status in writing prior to the commencement of work under the contract. The notification form to be completed is here: The following link is to the Independent Contractor Acknowledgement Form provided by the Ohio Public Employees Retirement System (“OPERS”), <https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>. Please visit the link, read these instructions and the online form carefully, and return this form pursuant to the instructions provided. The completed form must be emailed to: OPERSForm@OhioAttorneyGeneral.gov. The AGO *will not* be responsible for any changes to the selected contractor’s retirement benefits that may result from entering into the contract.

3.3. Contractor Employee Acknowledgement of ITS Policies

All individuals working for the contractor must sign an acknowledgement of AGO Information Technology Services (ITS) policies concerning computer usage, network access, internet usage, and social media. See Attachment H – AGO Non-Employee Network Access Policy Acknowledgement.

3.4. Protective Provisions

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

3.4.1. Holdback

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

3.4.2. Liquidated Damages

The AGO may seek liquidated damages to ensure timely completion of the project.

3.4.3. 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.

3.4.4. 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.

3.4.5. Source Code Escrow

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

3.4.6. Other Protective Provisions

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

3.5. **Performance Deficiencies**

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

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

3.5.1. Credit

For a cloud-based solution, Credits may accrue for Unscheduled Downtime, including selected contractor’s failure to meet the System Availability requirements (hereinafter “Service Credit(s)”). For purposes of assessing Service Credits, “Unscheduled Downtime” means the total amount of time during any monthly period, measured in hours, during which the system is unavailable for use, excluding Scheduled Downtime.

3.5.2. Service Credits

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

Length of Continuous Unscheduled Downtime	Service Credits
1 to 12 hours	One (1) day of Service Credits equal to 1/30 th of the monthly maintenance.
13 to 48 hours	Two (2) days of Service Credits equal to 1/15 th of the monthly maintenance, multiplied by 2.
49 to 96 hours	Five (5) days of Service Credits equal to 1/6 th of the monthly maintenance, multiplied by 4.
Each additional block of 96 hours thereafter	Additional five (5) days of Service Credits equal to 1/6 th of the monthly maintenance, multiplied by 8.

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

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

The offeror *must* explain all methods of security used by the contractor’s Attorney Conflicts of Interest system, including details describing security aspects of the systems’ physical architecture and logical architectures. For hosted services, the offeror *must* define how segregation of AGO data and systems is implemented within a multi-tenancy and where, geographically, data is stored or processed. Additionally, the offeror *must* explain the systems’ adherence to and compliance with all Federal, State and AGO security regulations, policies, and procedures, including, but not

limited to, the National Institute of Standards and Technology (NIST) guidance, where applicable and based on the classifications of data received, processed, stored, or transmitted by the contractor's system.

3.7. Subcontractors

Offeror *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.

3.8. Specifications, Standards and Guides

The documents identified below in this section 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 for Completeness
- Attachment B – Offeror Strength and Stability Form
- Attachment C – Business Requirement and Response Form
- Attachment D – Hosting Requirements
- Attachment E – Offeror Reference Form
- Attachment F – Cost Proposal
- Attachment G – Contract Sample
- Attachment H – Non-AGO Employee Acknowledgement Form

SECTION 4.0 RESPONSE PREPARATION INSTRUCTIONS

Response preparation instructions relative to form and manner are provided in the sections 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. Paper Copy - Requirements

The RFP response *must* be submitted with one (1) original, six (6) conforming paper copies, and one (1) electronic copy on a USB drive. Computer-generated pages *must* use Arial or Times New Roman fonts at a pitch of 12 points or larger; 10-point Times New Roman font may be used in presenting tables where the data would otherwise not easily fit onto the page width; and 9-point Times New Roman font may be used in embedded graphics. 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 should be numbered sequentially with a unique number. There *must* be no less than 1½ space between lines.

4.2. Electronic Copy Requirements

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

Note the following electronic copy requirements:

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

4.3. 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.

4.4. Response Delivery Instructions

The offeror *must* provide the specified number of paper 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 section provides specific information and requirements that apply to the response overall. The terms “offeror” refers the proposer who is qualified to submit a response under the terms of this RFP.

4.5.1. 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 method described in section 1.2, with supporting rationale. Failure to notify the AGO will *not* give rise to an offeror’s claim that in substance hinges on an error, omission, a conflict internal to this RFP or unsound instructions brought after an offeror has submitted a response.

4.5.3. 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 offerors.

4.5.4. Restrictions on Communications

Formal and informal communications, which include requests for clarification and/or information concerning this RFP, *must* be submitted to the AGO via the method described in section 1.2 of this RFP and will be published and shared with all the offerors. Offerors, including those already under contract for other business with the AGO, may not discuss substantive issues about this RFP with AGO employees.

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 six (6) months from the RFP Response Deadline Date/Time.

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 Response RFP 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 5.4.1 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. RFP Response

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

5.3.1. RFP Response Sections

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

Section Ref.	RFP Response	Page Limit
-	Transmittal Letter	2
-	Table of Contents	N/A
A	Executive Summary	2
B	Project Organization, Reporting Structure, and Staffing	4
C	High-Level Schedule Summary	2
D	Offeror Qualifications – Strength and Stability (Attachment B)	6
E	Business Requirements Response (Attachment C)	N/A
F	Statement of Work (includes Attachment D)	12
G	Offeror References (Attachment E)	2 Each
H	Cost Proposal (Attachment F)	N/A
I	Exceptions, Assumptions, and Deviations	N/A
J	Trade Secrets	N/A

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

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 in compliance with Buy America and/or Buy Ohio;
- 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.

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** provide an overview of the offeror's qualifications and the proposed approach to satisfying the requirements of this solicitation.

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

Section B – 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 lead system engineer or architect, and any other technical staff members assigned to the team.

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

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 C – 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 D – Offeror Qualifications, Experience, Strength and Stability

The offeror **must** complete Attachment B **and** provide narrative of past projects and tasks that are related to the scope of work described in this RFP within the past 4 years. In addition, any work related to the scope of work (such as coding, testing, training, implementation, etc.) is admissible as well. Include the project environment (government, banking, third-party, etc.) when discussing offeror qualifications. Offerors should note whether the work described will include a corresponding contact in the References section of the response.

Section E – Business Requirements Response

The offeror **must** submit an updated Business Requirements and Response Form document using Attachment C of the RFP. This response document **must** be filled-in for each requirement listed to indicate if the required functionality is available in the base COTS product or if configuration is necessary for the functionality. Configuration is defined as setup of existing parameters within the product to meet the AGO requirements.

For any requirement that is marked as a “X” in the “Base COTS” column, the “Gap Explanation or Description” column is optional and can be used to provide additional detail.

For any requirement that is marked as a “X” in the “Config” column, the offeror should provide additional detail in the “Gap Explanation or Description” column.

If any requirement is not fully met by the proposed solution, the offeror should place an “X” in the “Not Supported” column and provide a detailed proposal for meeting that requirement in the “Gap Explanation or Description” column.

Section F – Statement of Work

This section **must** have three parts.

- An Executive Summary
- A Detailed Statement of Work (SOW) sufficient for inclusion into a contract.
- A response to Attachment D Hosting Requirements.

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 of this RFP. The SOW **must** illustrate that the offeror understands the specific items outlined by this section.

Offerors **must** include a description of the ongoing maintenance and support of the solution including, software service levels, with clearly defined deliverables, guaranteed availability (via phone/email), response times and minimum qualifications for support staff. The plan should include a clearly defined trouble escalation process to address issues.

This RFP contains a request for hosting information in Attachment D. The hosting response needs to cover a Hosting Plan for Implementation as well as Operations. The response should be adequate for the AGO to understand what hosting is recommended (IaaS, SaaS, or hybrid) (active-active or active-passive) to meet the requirements of the solution, especially in relation to security and compliance. The response needs to align with responses given throughout the proposal.

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:

- 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 deployment proceeds.
- On-or-Off site. The offeror **must** explain their plans for contractor staff's schedule/durations and duties when on-site at the AGO location. This should include information about the staff's responsibilities, duties, and tasks. It is assumed that much of the activities to create the Deliverables will require on-site presence.

Section G – Offeror References

The offeror **must** submit **three** (3) references using the form in Attachment E 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 E.

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 H – Cost Proposal

The offeror **must** submit this cost section (Attachment F) to accomplish the work necessary for the scope of work of this RFP. The cost proposal **must** be included as a sealed separate document from the Proposal and on a separate identifiable file in the thumb drive. Cost information **must not** be included anywhere else in the proposal other than the separate cost proposal document.

The detailed cost proposal **must** cover all costs associated with the proposed system, including the initial implementation costs and five (5) years of on-going operations, maintenance and support.

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

- Implementation Costs (Fixed) – The cost proposal **must** include all costs to accomplish the work proposed in the scope of work of this RFP to ensure complete and successful implementation of the proposed solution. The Implementation Costs are to be a fixed price and must include details such as, but is not limited to, project management, analysis, design, installation, configuration, integration to existing systems, conversion, deployment tasks, testing, training, and system documentation.
- Annual Operation Costs (Fixed) – The cost proposal **must** include the ongoing annual fixed cost of cloud hosting, as applicable; software license or subscription fees, as applicable; and necessary maintenance and needed support. Solution maintenance and support, includes updates, patches and repairs; defect resolution; software upgrades; enhancements; and technical support
- Annual Costs (Time and Material) – The cost proposal **must** allow for additional support services, such as customizations, additional training and emergency response, on a time and material (hourly rate) basis.

Section I – 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 3.2, Requirements specific to the State of Ohio.
- 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 response(s) as unacceptable. The interpretation of “large,” “significant” and “sufficient” is at the discretion of the AGO.

- d) Any exceptions, assumptions, or deviations taken to the terms and conditions described in Section 3.0, but not in section “3.2 Requirements Specific to the State of Ohio,” must contain sufficient amplification and justification to permit evaluation.
- e) Additionally, any exceptions, assumptions, or deviations taken to Attachment G – Contract Sample or Attachment H – AGO Non-Employee Network Access Policy Acknowledgement must also contain sufficient amplification and justification to permit evaluation.
- f) For each exception or deviation taken, the expected benefit to the AGO must be explained.
- g) Requests for exceptions, assumptions, or deviations and their justifications will not be counted in the page number limitations specified.
- h) If the offeror presents exceptions, assumptions and deviations, the offeror must reference the exact section, page, and sentence(s) of the RFP that corresponds to the exception, assumption, and deviation.
- i) The AGO reserves the right to reject any and all exceptions, assumptions, and deviations.

Section J - Trade Secrets

The RFP response **must** include a section identifying any trade secrets included in the response, per the instructions in section 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 6.0 EVALUATION PROCESS

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

6.1. Evaluation Steps

This section 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 pass/fail component for the following:

- a) Mandatory submission requirements.
- b) Degree of compliance to the Terms and Conditions. For example:
 - 1) In a failed response, the offeror rejects the AGO's Terms and Conditions and substitutes its own language that is not acceptable to the AGO;
 - 2) 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 (4) logical groups of criteria:

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

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

Step 3 – Offeror Interaction (if requested by the AGO)

In this step, the AGO may decide to invite offerors to demonstrate the proposed system. The AGO will schedule the demonstrations at its convenience and discretion. The demonstrations may follow scripts and use data provided by the AGO.

These demonstrations will provide an opportunity to clarify the Proposal and to ensure a mutual understanding of the scope of work. The AGO will not rank demonstrations, but may decide to revise its existing response evaluations based on the results of this step.

Step 4 – 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. The outcome of this step, if applicable, is/are Best and Final Offer(s) from the offerors.

Step 5 – Identification of the Apparent Successful Offeror

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

Step 6 – Contract

In this step, the AGO and the apparent successful offeror will engage in contract negotiations. Contract negotiations may fail, and in this case the AGO would return to one of the prior steps. The outcome of this step will be a signed contract.

6.2. Scoring Criteria and Weights

The table below outlines the scoring criteria and weights that will be applied during scoring in Step 2 – Response Scoring of the overall evaluation process.

Scoring Category	Section 5.4 RFP Response	Weight
Offeror Qualifications and Experience related to the RFP scope of work	Section D	30%
Approach and ability to execute on RFP scope of work	Sections B, C, E, F,	40%
References	Section G	5%
Cost	Section H	25%
TOTAL		100%

Column headings are defined as follows:

- *Scoring Category* – The defined and specific areas to be addressed by the responses.
- *RFP Response Section* – The offeror’s RFP response section(s) for each scoring category.
- *Weight* – The weight to be given to each category by the AGO.

SECTION 7.0 ATTACHMENTS TO RFP

The Attachments listed below are found on the same website as this RFP. They are in a pdf format, but also as editable documents where applicable.

Attachment A – RFP Response Checklist for Completeness

This Attachment is a quick checklist to be used by the offeror to help insure that their RFP response has all the material required.

Attachment B – Offeror Strength and Stability Form

This Attachment is to be completed by the offeror. This would include any subcontractors to be used for the offeror's SOW plans.

Attachment C – Business Requirements and Response Form

This Attachment is the Attorney Conflicts of Interest System Business Requirements and Response Form. It is to be used as the template for completing Section E of the RFP Response.

Attachment D – Hosting Requirements

This Attachment is a request for hosting information, as applicable. The hosting response needs to cover a Hosting Plan for Implementation as well as Operations. The response should be adequate for the AGO to understand what hosting is recommended to meet the requirements of the Attorney Conflicts of Interest System, especially in relation to security and compliance. The response needs to align with responses given as described in a cost proposal pursuant to Attachment D.

Attachment E – Offeror Reference Forms

This Attachment is to be completed for References by the offeror. This would include any subcontractors to be used for the offeror's SOW plans.

Attachment F – Price Proposal

This Attachment is where costs are itemized for the deliverables from the contractor. The form is available as an editable form and the total cost is used for evaluation purposes.

Attachment G – Contract Sample

Attachment H – AGO Non-Employee Network Access Policy Acknowledgement

This Attachment represents a form all individuals working on this AGO project must sign once a contract has been awarded and a PO issued. It is an acknowledgement of ITS policies concerning computer usage, network access, internet usage, and social media.