

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

SOUTHWEST OHIO LABORATORY STUDY

RFP NUMBER: AGO-BCI-14

March 17, 2014

Sealed Proposals must be received by:

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

On or before:

Monday April 14, 2014 at 1:00 PM local time

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
SECTION 1.0	RFP OVERVIEW	
	1.1 Purpose and Goal	3
	1.2 Issue Statement	3
	1.3 Timetable	3
SECTION 2.0	SUBMISSIONS AND INQUIRIES	
	2.1 Proposal Submission	4
	2.2 Communications and Inquiries	5
	2.3 Public Record Information	6
	2.4 Trade Secret Information	6
SECTION 3.0	PROPOSAL FORMAT AND REQUIREMENTS	
	3.1 Proposal Format	7
	3.2 Cover Letter	7
	3.3 Executive Summary	7
	3.4 Proposal Content	7
SECTION 4.0	SCOPE OF WORK	
	4.1 Scope of Work	8
SECTION 5.0	EVALUATION	
	5.1 Evaluation Process	10
	5.2 Method of Award	10
SECTION 6.0	WARRANTIES AND CERTIFICATIONS	
	6.1 Respondent Warranties and Certifications	11
	6.2 Governing Law	12
APPENDIX A	CONTRACT TEMPLATE	13

SECTION 1.0 RFP OVERVIEW

1.1 Purpose and Goal

The Ohio Bureau of Criminal Investigation (BCI) is seeking an independent consultant with knowledge of Ohio state and local government and with expertise in public finance and public operations, for a 90 day engagement. The purpose and goal of the Southwest Ohio Laboratory Study is to examine the provision of, and funding for, forensic laboratory services in southwest Ohio, and to recommend a cost-effective structure for the future. This includes the possibility of a collaborative effort between BCI and existing southwest forensic laboratories, to include Miami Valley Regional Crime Laboratory (Miami Valley) in Montgomery County and the Hamilton County Coroner's Crime Laboratory (Hamilton County).

1.2 Issue Statement

Recent increases in the efficiency of BCI's state-funded laboratory services, provided at no cost to local law enforcement agencies, have attracted a substantial number of new BCI customers. Most of these additional BCI customers are located in the southwest region of the state, an area that is also served by Miami Valley and Hamilton County. Because Miami Valley is funded primarily through fees charged to its customers, any shift in customer utilization can have a significant fiscal impact on Miami Valley. Moreover, the evolving landscape of forensic service in southwestern Ohio comes at a time when Hamilton County is exploring whether it should expand both its facilities and its services.

1.3 Timetable

RFP Release	March 17, 2014
Deadline to Submit Proposals	April 14, 2014 by 1:00 PM EST
Contract Period	June 1, 2014 through August 31, 2014

Respondent must agree to complete the Scope of Work as documented and agreed to by the Respondent and the AGO in the contract described in Section 5.2 herein, within ninety (90) days of the execution of the contract. The AGO may, at any time and in its sole discretion, adjust the dates listed above or herein elsewhere. The AGO shall incorporate any schedule changes or other amendments to the RFP according to the process identified in Section 2.2, Communications and Inquiries.

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

The AGO may at any time, and in its sole discretion, request additional information or presentations to assist it in the review process, reissue the RFP, or reject all proposals received if it determines that

such action is in the best interest of the AGO to do so.

SECTION 2.0 SUBMISSIONS AND INQUIRIES

Proposals are sought from organizations with interest and expertise in providing market research and study services to the AGO as described herein (herein the “Proposal”). To be considered, Respondents must respond to this RFP according to the requirements set forth herein and clearly demonstrate how they meet those requirements. Ohio based organizations are encouraged to respond.

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

2.1 Proposal Submission

One original and six conforming copies of the Proposal must be submitted to the AGO no later than **April 14, 2014 at 1:00 PM local time**. Proposals shall be delivered to: the Ohio Attorney General’s Office at:

Ohio Bureau of Criminal Investigation
1560 State Route 56 SW
London, Ohio 43140
Attn: BCI Administration

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

Proposals must be received by the AGO at the above identified location no later than the deadline listed in Sections 1.3 and 2.1 in order to be considered. Proposals that are postmarked on or before April 14, 2014 but are not received by the AGO until after 1:00 PM on April 14, 2014 shall be considered late and will not be considered. A Respondent that mails its Proposal must allow for adequate mailing time to ensure its timely receipt by the AGO. Respondents must also allow for potential delays due to increased security, inclement weather or other unforeseen circumstances.

Proposals received after 1:00 PM local time on April 14, 2014 shall be considered late and shall not be accepted or considered. Requests for extensions of the proposal deadline date and time will not be considered nor granted. Late Proposals will remain unopened and will not be returned. Incomplete Proposals will not be accepted or considered and will not be returned. The AGO will reject late responses regardless of the cause for the delay.

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

in its best interest to do so.

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

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

The AGO prohibits multiple Proposals from a single Respondent. Only the first Proposal submitted by a Respondent will be eligible for consideration.

Misleading, inaccurate or incomplete information will be grounds for disqualification of a Proposal at any time in the evaluation process.

2.2 Communication and Inquiries

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

The AGO has established a website at <http://www.ohioattorneygeneral.gov/Business-and-Non-Profits/Business/RFQ.aspx> for Responders to access RFP materials.

Upon release of this RFP, Respondents may submit questions regarding the RFP in writing and via email to erin.reed@ohioattorneygeneral.gov and karen.kwek@ohioattorneygeneral.gov with the subject line: “RFP Question.” Questions will be accepted until April 10, 2014 at 5:00 pm local time. The questions and answers will be promptly posted to the AGO’s web site. After April 10, 2014 Respondents may not communicate any further questions regarding the RFP to the AGO.

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

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

2.3 Public Record Information

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

By submitting a Proposal, the Respondent agrees that if, after a request for disclosure, litigation is brought attempting to compel production of the material or to protect the materials from production, Respondent shall be solely responsible, at its sole cost, for any defense, and for establishing the basis for non-disclosure of the information. If an appropriate tribunal determines that the information must be disclosed or fails to protect the information from disclosure, the AGO will release the material and Respondent shall indemnify and hold the AGO harmless and immune from any and all claims for injury or damages arising out of the litigation including, but not limited to, attorneys' fees.

2.4 Trade Secret Information

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

- Identify each and every occurrence of the information within the response with an asterisk before and after each line containing trade secret information and underline the trade secret information itself.
- Include a page that lists each page in the response that includes trade secret information and the number of occurrences of trade secret information on that page.

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

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

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

SECTION 3.0 PROPOSAL FORMAT AND REQUIREMENTS

3.1 Proposal Format

Proposals must be double-spaced on 8½-inch by 11-inch paper with one-inch margins, and must include the RFP identification number “AGO-BCI-14” on each page of the Proposal.

3.2 Cover Letter

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

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

3.3 Executive Summary

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

- The total cost of Respondent’s proposed services to achieve the purpose and goal described in Section 1.1. Respondent must provide one (1) total dollar amount, however, separate steps, milestones or deliverables and their individual costs may be identified. If such separate costs are identified they must add up to the total amount quoted.
- A summary of the approach and methodology that the Respondent proposes to achieve the purpose goal described in Section 1.

3.4 Proposal Content

Each Respondent shall prepare its Proposal in such a way as to provide a straightforward, concise description of Respondent’s proposed solution and its capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP

requirements, completeness and clarity of the Proposal and its content. Costs for developing a Proposal are entirely the responsibility of the Respondent and shall not be passed through or chargeable to the AGO and/or the State of Ohio. Errors or omissions made by the Respondent may cause rejection of the Proposal. Proposals from Respondents must agree to all conditions contained in this RFP and must provide sufficient information to fully establish the Respondent's ability to satisfy all requirements and perform all of the actions, activities and functions described in this RFP.

The Proposal shall contain at a minimum the following information:

1. A cover letter containing the information described in Section 3.2.
2. A Table of Contents.
3. An Executive Summary containing the information described in Section 3.3.
4. A summary and statement of understanding of the Scope of Work described in Section 4.1.
5. A clear and complete description of how Respondent proposes to assist the AGO in achieving the deliverables described in Section 4.1 Scope of Work.
6. The total price for all deliverables listed in Section 4.1 Scope of Work to be provided by the Respondent.
7. The structure of Respondent's organization along with the names and resumes of the proposed staff to be assigned to this project.
8. The identification of least one company representative assigned by Respondent to communicate with the AGO regarding the Proposal.

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

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work

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

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

Respondent's Proposal shall include a sufficiently detailed plan to:

1. Verify the sources of forensic laboratory services in the state of Ohio including BCI;
2. Verify the sources of forensic laboratory services in the southwest region of the state including BCI and the customer base and jurisdictions served by the Hamilton County Coroner's Crime Lab and the Miami Valley Regional Crime Lab;
3. Verify how forensic laboratory services are provided in the southwest region of the state (i.e. outsourcing versus in-house analyses);
4. Identify forensic laboratory services that are provided in the southwest region. The services identified should include but are not limited to toxicology, firearms & marks, latent prints, trace, drug chemistry, DNA (including various types of DNA testing such as touch DNA and YSTR analysis) Forensic Biology, Questioned documents and CODIS;
5. Examine the public finance structure of all relevant laboratories, including funding levels and sources;
6. Identify the number of customers for each forensic discipline in the southwest region of Ohio;
7. Identify potential services that could be provided in a southwest regional laboratory; this should also include an examination of whether BCI should expand the services it provides. The services identified should include but not be limited to toxicology, firearms & marks, latent prints, trace, drug chemistry, DNA, Forensic Biology, Questioned documents and CODIS;
8. Calculate projected expenses for all relevant forensic laboratories (for instance how much it would cost Hamilton County to continue with its current expansion plan);
9. Capture the human resources impact of a southwest BCI laboratory both for BCI and for relevant forensic laboratories;
10. Identify potential locations for a southwest BCI laboratory;
11. Identify potential academic and workforce development partnerships with area colleges and universities;
12. Evaluate the impact of southwest Ohio's rapid indictment practices on a southwest BCI laboratory;

SECTION 5.0 EVALUATION

5.1 Evaluation Process

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

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

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

- Capacity of Respondent's organization to complete the work as set forth in the RFP.
- Reasonableness of proposed costs.
- Completeness of the Proposal and how well it addresses all of the goals and purposes set forth in the RFP.
- Previous experience in related projects or fields and the experience of its staff in achieving the deliverables as set forth in the RFP.
- Readability and clarity of the Proposal.
- Demonstrated familiarity with a crime laboratory's role in a law enforcement community.

During the Proposal review process, the selection committee may, in its sole discretion, require some Respondents to make a presentation of the services described in their Proposal and/or demonstrate their products or services to certain AGO staff and members of the selection committee. The presentations and demonstrations, if any, will be scheduled at the convenience and discretion of the selection committee.

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

5.2 Method of Award

The AGO may award and negotiate a contract with one or more Respondents for an initial term of up to a maximum of ninety (90) days, beginning June 1, 2014 and expiring no later than August 31, 2014. A contract may also include an optional renewal term for a period which shall be at the AGO's sole discretion. The beginning and expiration dates of the contract shall be in the AGO's sole discretion. No award hereunder is effective until approved and a contract has been fully executed by

the AGO and Respondent.

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

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

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

SECTION 6.0 WARRANTIES AND CERTIFICATIONS

6.1 Respondent Warranties and Certifications

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

1. Is eligible for award of a contract by the AGO, pursuant to O.R.C. Sections 9.24, 125.11, 125.25, and 3517.13.
2. Has read the RFP, understands it, and agrees to be bound by its requirements.
3. If awarded a contract arising out of this RFP, Respondent shall negotiate such contract in good faith, which contract shall be in a form provided by the AGO.
4. Has not included any legal terms or conditions for the contract in its Proposal.
5. Has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
6. Will not, nor will any subcontractor, or any person acting on behalf of Respondent or a subcontractor, discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.

6.2 Governing Law

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

GRT/RFP SW Ohio Laboratory Study
03/13/14 4:13 PM

APPENDIX A
CONTRACT TEMPLATE