



# OHIO DEFERRED COMPENSATION

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM

## OHIO DEFERRED COMPENSATION REQUEST FOR PROPOSALS (RFP) FOR DOCUMENT MANAGEMENT SYSTEM/CONTENT SERVICES PLATFORM

**Issue Date:** AUGUST 1, 2022

**Written Question Deadline:** AUGUST 22, 2022

**Proposal Deadline:** SEPTEMBER 16, 2022 at 4:00 p.m.  
Ohio Deferred Compensation  
Kevin Kirkpatrick  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

**RFP Contact:** Kevin Kirkpatrick  
Title: Director of Administration  
Phone: 614-466-7245  
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Email: [rfp@OhioDC.org](mailto:rfp@OhioDC.org)

**Description:** The Ohio Public Employees Deferred Compensation Program is requesting proposals for a document management system/content services platform which would be an important tool that could help with Ohio Deferred Compensation's ability to fulfill the needs and objectives of our business processes while enhancing services provided to our stakeholders.

A copy of this RFP can be obtained from the Ohio Deferred Compensation website at [OhioDC.org](http://OhioDC.org). Until the expiration date of this solicitation, it is incumbent upon the Vendor to check the website for additional information and/or addendums. RFPs can also be obtained from Ohio Deferred Compensation, 257 E. Town St., Suite 400, Columbus, OH 43215-4623. If the Vendor has any questions, please call 614-466-7245.

Written questions regarding the substance of the RFP or scope of services must be submitted via email to the contact listed above no later than August 22, 2022.

Sealed proposals are due no later than September 16, 2022 as indicated above and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. Late proposals will not be accepted—NO EXCEPTIONS.

### **Summary of Key Items Required for a Valid Proposal**

1. Transmittal Letter affirming authorized representative.
2. One original proposal, three hard copy proposals, and one electronic copy (Technical Proposal only) are due no later than September 16, 2022 @ 4:00 p.m. and must be delivered to Ohio Deferred Compensation, located at 257 E. Town St., Suite 400, Columbus, OH 43215. The electronic copy of the proposal can be sent to [rfp@ohiodc.org](mailto:rfp@ohiodc.org).
3. Separate sealed hard copy of the cost proposal.

**Late proposals will not be accepted**

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**I. CALENDAR OF EVENTS**

The following is the time schedule for Ohio Deferred Compensation to search for Vendors to provide the requested services. All dates are subject to modification.

August 1, 2022	Advertisement and release of RFP
August 22, 2022	Deadline for receipt of written questions regarding this RFP
August 29, 2022	Responses to all written questions will be emailed to all Vendors that submit a question
September 16, 2022	Deadline for receipt of completed proposals
October 28, 2022	Deadline for completing Vendor Orals/Live Demo via Zoom
November 15, 2022	Vendor selected
December 16, 2022	Contract negotiations and draft contract complete

Ohio Deferred Compensation reserves the right to amend the calendar as needed.

## II. INTRODUCTION

The Ohio Public Employees Deferred Compensation Board (Board) is seeking proposals for a document management system/content services platform (DMS/CSP) for the Ohio Public Employees Deferred Compensation Program (Program). The product license should have an initial term of three years with options to extend at the end of the three-year term. Any engagement for services will be limited to the duration as required by the Program. Project deadlines and timeframes will be a part of contract negotiations.

The Board operates through its Executive Director and staff, and references to the Board in the RFP should generally be construed as such for day-to-day operations and reporting. The Board meets six times per year, in alternating months, in addition to an annual strategic planning meeting.

The Background section that follows provides a brief description of Program operations and generally describes the level of services provided. This description is not exhaustive, and the respondent should evaluate the services needed based on their knowledge and experience in servicing defined contribution plans in the public sector marketplace. Visit the participant website at [Ohio457.org](http://Ohio457.org) for more information.

The Program is currently using a home-grown and extremely basic scanning and storage system. It operates on a simple index structure based solely on a participant identifier. Each participant account has a file. When a new document comes in relating to a participant, business processing is performed prior to electronic capture. Once the processing is complete, the incoming document is scanned and appended to the participant's record using Adobe tools. These files are stored in Azure Cloud Storage and can be viewed from the Ohio recordkeeping information system (ORIS) after searching for a participant's account. Most Program employees and Nationwide employees need to access ORIS to view the image file. Nationwide provides virtually all direct customer service, as well as components of what would traditionally be considered back-office services. The Program has a highly integrated relationship with Nationwide in delivering service to its participants. The current system allows Nationwide staff to access participant images via ORIS.

Physical working environment: The Program has a single work location and has adapted a hybrid work culture. Nationwide's Service Center is located on the same floor of the same building as the Program but has a separate entry into their office. The Program and Nationwide have a back-up working facility for ensuring business continuity.

Nationwide Connectivity: Nationwide customer service representatives work within a Nationwide network using Nationwide IT infrastructure. The Nationwide network has established a Site-to-Site VPN with the Program's Azure Tenant. As Nationwide customer service representatives are added to the Program's Azure AD as guest users, it allows them to access ORIS and other services depending on individual privileges.

Ohio Recordkeeping Information System (ORIS): The Program is using a home-grown recordkeeping system built on Microsoft technology and hosted on Azure. ORIS is only available within the Program's network. The users of this system are Program staff and Nationwide staff. Login to ORIS requires an Azure AD authentication with MFA. The Program's employees' identities are available on Azure Active Directory and are required to provide Program domain credentials. Nationwide identities are managed on a Nationwide Azure Active

Directory, but they are invited as guest users onto the Program's domain and they are required to authenticate with Nationwide credentials.

Participant Web Portal (PWP): The Program has built a participant facing website for participants to access self-service features to manage their account and transactions. PWP is built on Microsoft technology and hosted on Azure. Participants are required to log into their account by using their credentials with MFA.

### III. **BACKGROUND AND GENERAL INFORMATION**

The Program is an eligible deferred compensation plan and is administered in accordance with Section 457 of the Internal Revenue Code (IRC). The Program provides a supplemental retirement savings plan for Ohio public employees covered by one of the state-authorized pension systems. Eligible employees are not covered by Social Security. Many public employers also provide competing 457(b) plans or 403(b) plans.

The Program is a separate public entity and is not considered a state agency of the State of Ohio. All Program assets are held in trust for the exclusive benefit of participants and their beneficiaries. The Program's current *Annual Comprehensive Financial Report*, which includes statistical information regarding Program participation, is available on the Program's employer website at [OhioDC.org](http://OhioDC.org).

Currently, more than 2,000 different public employers throughout Ohio participate in the Program. Total Program assets are approximately \$17 billion held in over 260,000 participant accounts.

Enrollment, education, and customer service are provided by Nationwide. The Board has contracted with Nationwide through June 30, 2024, to be the exclusive provider of these services. Nationwide employees are dedicated to Program activities. As the exclusive enrollment agent for the Program, Nationwide representatives contact potential eligible employers and existing employers regularly to schedule presentations and provide written materials to employer payroll officers.

The Program is a unique organization because Nationwide does not perform recordkeeping or select investment options. Participant information and activity are forwarded from Nationwide to the Program office, and daily recordkeeping is maintained in-house on the Program's computer systems.

During a business process analysis, the Program identified key problem areas where the potential purchase of a DMS/CSP product could be used for data management and provide additional capability to enhance our commitment to serve participants.

Limitations of current system: The current system was never designed to meet DMS/CSP core features. Rather, it was designed to host documents with the added capability to view and track usage of documents. The data entry team also uses Adobe tools to scan and append the document from the windows application. While the system is not experiencing any active failures and meets the desired SLA, it requires considerable investment to upgrade and build core DMS/CSP features.

Legal retention and destruction requirements are also an issue in the current environment. The current system provides limited ability to automate deletion schedules in compliance with retention rules. While off-site storage of paper documentation is maintained and documents past their retention periods are being destroyed, there is concern that the need to rely on individual staff members to comply with retention/destruction requirements is not considered effective. The ability to identify documents by date and type would enable the Program to ensure compliance with its record retention policies.

Finally, the current system's use in research and support for customer inquiries is usable but cumbersome given its lack of detail in storage indices. More informative metadata in document

storage would make access to documentation, as well as knowledge-sharing, more efficient.

A replacement is therefore sought to ensure the continued viability of document image storage, facilitate compliance with the document retention/destruction policy and to enable more facile access to images when the need arises, either in response to a participant inquiry or an internal research need.

Business continuity: The current dominant processing paradigm at the Program relies on the distribution of original documentation to the individual or individuals who are responsible for their processing. This results in a single point of failure issue for these source documents until processing is complete and the source documents have been subsequently scanned. Original documents may be held in physically secured files for a period of months before processing takes place.

This presents a risk in terms of resiliency in the Program's ability to recover from a catastrophic disruptive event (office is unavailable, partially, or fully destroyed) as these documents have neither completed the processing required nor been captured as images in a backed-up repository. The paradigm also suffers from the more common operational risks of damage, misfiling and lost or misplaced originals, although this risk is minimal given the experience level and small size of the staff.

Participant privacy: The Program receives and stores documentation with content that is considered personally identifiable information (PII) as well as protected health information (PHI) for specific processes. Note that ORIS can track individuals accessing documents from ORIS processing, as well as manage permissions for these documents.

Processing efficiency: The use of original documentation in processing limits efficiency in several ways, most critically regarding a distributed workplace environment. The Program adopted a hybrid work culture to operations at the onset of the COVID-19 pandemic. The hybrid work culture can be significantly aided by up-front scanning of documents, which allows the home-office staff member to access an image, rather than having to obtain the original document by courier or fetching them individually.

There are some processes in place where documents are scanned and delivered electronically to the Program from Nationwide. These require Program staff to view the images, determine the processing required for the document and then to place each image into a folder dedicated to that type of processing. Applying this concept more broadly to business operations – along with enhanced indexing schemes – can eliminate the middle step of viewing the scanned image and make the source document available for processing much more quickly.

Participants also have an interest in being able to eliminate the time and expense associated with mailing physical documents, by uploading images directly to the Program's systems. Implementation of this capability may easily enable the assignment of a more robust set of indices to documents coming into the Program for processing.

Finally, the current storage system itself is cumbersome, requiring the scanning operation to locate and append new images to an existing file by capturing the participant identifier. DMS/CSP products store documents individually with the appropriate indices, maintaining the lifecycle of the document, along with better search functionality.

Additional considerations: The Program is transitioning portions of its business processing to self-service by the participant via a dedicated, secured web portal. It is anticipated that as more

of the Program's services are available via this medium, both the frequency and volume of actual paper document usage will fall. Records for self-service transactions are captured via transactional and audit records that completely formalize a persistent history of the interaction. Outgoing correspondence is not generally captured in the current environment. While these represent records of interest for many organizations, it hasn't been considered a priority at the Program. The information used in virtually all correspondence is thought to be captured on the system, making re-generation of these documents possible on an ad hoc basis. In addition, an increasing number of participant communications are accomplished via electronic means, such as email, and are generated automatically by the system.

Employer image files are maintained on the network, using the same technology that is used for participants. Adoption agreements establish the employer file, and amendments are appended to the file when they are received.

User base for licensing needs: The Program employs 30 people and Nationwide employs 50.

	<b>Nationwide Employees</b>	<b>Program Employees</b>	<b>Total</b>
# of Employees requiring scanning and uploading ability into the DMS/CSP	6	6	~10
# of Employees requiring ability to upload an electronic document into the DMS/CSP	10	20	30
# of Employees requiring only "View" (or read-only) ability to assist with participant inquiries	30	0	50
# of IT Staff (employees and consultants) for DMS/CSP configuration and operations	0	5	5
# of Total Employees/Users	~50	~30	~80

The Program requires a minimum of 50 licenses but requests the flexibility to add up to 80.

#### **IV. MINIMUM QUALIFICATIONS**

Vendors must affirm meeting the following minimum qualifications:

Vendor/Product: The DMS/CSP Vendor and product must be commercially available in the market for at least 7 years.

Total users: There must be at least 10,000 active, paid users among all organizations that are licensed to use the DMS/CSP product.

Installed base: The total number of customer organizations with paid-for, active, DMS/CSP deployments must be greater than 50.

## **V. SCOPE OF SERVICES**

The Program seeks a Vendor to provide the following services:

The Program has defined requirement categories that are critical to our vision of a successful DMS/CSP implementation. Vendor must review these requirements and provide information regarding how their DMS/CSP product addresses these requirements. Modern DMS/CSPs offer features that would be over and above these requirements. The Program would be interested to learn about those, especially if they enable us to better assist our participants and drive efficiency into our business processes.

### **1. Document Acquisition via Scan**

The Program's important business processes are triggered upon receiving a paper document (includes Program forms and supporting documents) from our participants and/or employers. The Program is currently using a home-grown and extremely basic scanning and storage system. It operates on a simple index structure based solely on a participant identifier. Each participant account has a file. When a new document comes in relating to a participant, business processing is performed prior to electronic capture. Once the processing is complete, the incoming document is scanned and appended to the participant's record using Adobe tools. These files are stored in Azure Cloud Storage and can be viewed from ORIS after searching for a participant's account that needs to be serviced. Most Program employees and Nationwide employees need to access ORIS to view the image file.

Possible future changes by engaging a DMS/CSP: The Program would prefer to move away from the single file approach and move toward a transaction/event-based approach. Participants provide documents for their transactions, so having an electronic document tagged with each transaction would assist in better servicing the participant and ensure better traceability.

The Program is open to the idea of scanning a document at the start of the business process that results in several key benefits:

- The Program anticipates scanned documents being stored on the cloud, which provides a critical level of security for all documents as soon as they are scanned. This eliminates the possibility that documents are damaged or misplaced, and aids in protecting participant and employer information.
- Should anything occur to disrupt the availability of, or access to, the office, all documents received and scanned prior to the moment of disruption will still be available for processing. In addition, this option enhances working remotely by allowing a centrally located scanning operation to capture all received documents to the cloud, making them available to staff members to perform the business operations from home without the necessity of delivering paper to each person.
- Enables future use of workflow automation. The ability to set automated processing paths for work items that need to be handed from one person to another can make service fulfillment more efficient. In addition, workflow generally provides business intelligence capabilities to optimize these paths based on the collected metrics such as volume, performance, start to finish of each workflow, etc. In-turn, these metrics can assist the Program in refining business processes.

- One continuing issue is that files contain both PII and PHI which is not appropriate for viewing by most Nationwide staff. Scanning upfront with a DMS/CSP which offers a redaction of PII/PHI data can help us achieve the objective of limiting the PII/PHI information to only those with appropriate privileges.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Built-in support for scanning to meet the Program's throughput needs. Support for the scanning of single or multiple documents. Option for batch scanning.
2. Ability to scan documents prior to initiating the business process that can be achieved by automatic workflow.
3. Data-specific routing or an intelligence built into the routing of documents.
4. Ability for scanned images to be manipulated to make corrections such as moving documents, splitting documents, and removing documents if unintentionally scanned.
5. Ability to identify duplicate scanning of a file, alert scan operator to review the duplicate document and confirm the duplication prior to record deletion.
6. Ability to configure, detect and initiate workflow based on document type/category.
7. Ability for the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.

## **2. Document Acquisition via Alternative Sources**

While the primary source of documents is paper, there are other sources from which documents are received.

### **a) Electronic documents**

Participants/employers at times send emails with a scan/photo of documents (including Program forms and supporting documents). The email recipient is generally a Nationwide Customer Service Representative or Program staff.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to upload an electronic copy of a document. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.
2. Ability to configure, detect and initiate workflow based on the document type.
3. Ability to allow the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.
4. (Optional feature) Ability to integrate with Office Outlook/Office 365 to upload an electronic copy of a document, which is either attached to an email or the email content itself. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.
5. (Optional feature) Ability to monitor a shared file folder to automatically upload any document in which a user saves the electronic copy of a document.

**b) Direct upload by participant**

In the future, the Program is committed to providing a document upload feature on PWP. The intent is that a participant would be able to log into their account, use a document upload feature (using the PWP user interface) and upload the document securely instead of mailing a paper form or email attachment. Behind the scenes, the electronic document must be consumed by the DMS/CSP.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. DMS/CSP to provide an API that could be integrated with PWP Application/ORIS Application user interface, which facilitates uploading documents. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.
2. Ability to configure, detect and initiate workflow based on the document type.
3. Ability for the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.

**c) Document migration**

The current Program system stores about 325,000 participant documents, consuming around 550 GB of storage. Each document is named by the participant's account number and are in PDF format. The size of these document varies from 10 KB to around 1 GB, but only a handful

of documents are hovering around the higher spectrum. A one-time migration of these documents into the DMS/CSP product would be an essential requirement. The Program does not expect to initiate any workflow on the migrated document, nor expects splitting of the document into a transaction/event-based activity, but while migrating to the DMS/CSP certain properties must be indexed. The current system does not maintain versioning of these documents, but versioning must be an important feature of the DMS/CSP.

Note: based on the success of migration of participant documents, the Program would further evaluate the migration of employer documents, participant statements, forms, documents from the financial and communications departments, and other internal documents.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to migrate these documents in bulk, while indexing it appropriately.
2. During migration, ability to extract metadata that would enable search/view functionality.
3. Ability to apply appropriate role-based access control for forming a security control.
4. After migration, ability to search on DMS/CSP portal, or via API, to retrieve these documents.
5. Ability to validate the accuracy of the migration.
6. (Optional feature) Redaction of PII/PHI on the migrated documents.

**d) ORIS document creation**

ORIS, the Program's recordkeeping system, contains a few features that create new documents (PDFs) as part of the execution of a transaction. These documents are part of the participant images that identify the source of account creation.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to create new documents by using DMS/CSP-provided API.
2. Ability to monitor a Windows system folder to ingest these documents as an alternative to API.

**3. Workflow Automation**

The Program needs a DMS/CSP with support for automation of business processes, including

the use of incoming documents and files to trigger workflows. Robust implementations can also provide staff calendars and availability, work assignment/reassignment, etc. as well as business intelligence reporting on the state of workflows, volumes, process performance, past-due work items, etc.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to automate workflow and support simple workflows, from the initiation, through multiple steps, and completion.
2. Ability to initiate workflows by identifying the document type and allowing documents to be associated with a workflow for easy access in processing participant requests.
3. Ability to provide a workflow configuration for business/IT users to customize workflows.
4. Ability to supervise assigned work and send notifications to assigned users to take an action.
5. Ability to add to the complexity of workflow through conditional formatting, direct interface to other applications, alerts for delayed work items, etc.
6. Ability to manage workflows including the searching, viewing, sharing and editing of documents as part of the workflow.
7. (Optional feature) Ability to run reports on workflow status and perform follow-up.
8. (Optional feature) Ability to integrate with Microsoft Office to learn about users' scheduling.

#### **4. Manage Documents**

Program users must be able to perform a search on documents to retrieve them for usual business processing and an ability to view the entire document. DMS/CSP's ability to enable search on the document content itself would be very beneficial.

At times, the Program sends an electronic document, via email, within the organization and Nationwide staff. While that improves agility, it also comes with security risk for a document containing PII/PHI information. In the future, the Program would like to share those documents via a link and have the user access the DMS/CSP to retrieve the specific document. There are other documents that do not have PII/PHI information that would be continued to be shared by email.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size

and scope to this project.

1. A holistic participant-centric view of all the documents and workflows.
2. Ability to access documents via different methods, such as search capability/tree structure/file cabinets.
3. Ability to manage documents (view, edit, delete).
4. Ability to redact manually or automatically. Please explain how the redaction feature works.
5. Once a document is viewed, the ability to share that document or a link to the document.
6. Once a document is viewed, the ability to print the document to a local or network printer.
7. At the time of viewing the document, a watermark to be embedded on the fly.
8. Ability to protect each of the above needs with role-based access controls or via an alternative method.
9. Explain how these documents are saved and the naming convention of these documents.

## **5. Collaboration Document**

The Program may need the conditional ability to create a document for collaborative use.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to create a PDF (or another format) document for collaborative use by DMS/CSP users.
2. Ability to review documents and approval workflows for documents needing to pass through several authors, reviewers, and approvers before being ready for general distribution. In essence, collaboration capability for a new document.
3. Ability to detect concurrent editing of the document. Please explain how updates are reflected.
4. Ability to enable or restrict editing of a document. If in edit mode, explain version history management.
5. Ability to lock-down declared electronic records (source documents, final policy, etc.) to prevent modification.

6. Ability to declare documents read-only and prevent their deletion from the system until the retention period has expired.

## **6. OCR Capability**

Modern DMS/CSP's may have built-in OCR capabilities to assist in the extraction of data from a document, as well as performing content search. OCR may also be capable in reading machine and/or handwritten information. Please explain the OCR capability including the engine for the DMS/CSP product and use cases that the DMS/CSP product achieves by using OCR.

## **7. Legal / Regulatory Compliance**

Legal retention and destruction requirements need to be met by the DMS/CSP. The ability to identify documents by type and date would enable the Program to ensure compliance with its record retention policies. The Program would need the ability for automatic deletion (or archival) depending on the document type and department for a user-configurable period to meet with regulatory compliance. Please explain the DMS/CSP's capabilities to fulfill this requirement.

## **8. Training / Documentation**

The Program requires the Vendor to provide adequate training to the DMS/CSP users and admin. Post-configuration and training, the users must feel confident to use the DMS/CSP to complete their business needs. Please provide the Vendor's training and documentation strategy and plan.

## **9. File Format Types**

The Program primarily uses PDF as the file format for most of its needs. Most modern DMS/CSP systems can store document files beyond images of actual paper. They may be used to store outgoing correspondence in electronic form, for example. Some go beyond that and allow the storage of various file types, including audio and visual recordings. While that level of capability is not likely to be required or even particularly useful for the Program, the possibility of storing other document types should be considered, including the ability to store the existing participant and image records. Irrespective of the DMS/CSP supporting the file format type, it's important that all the files are preserved in their original format so that if a backout strategy kicks in then it's simpler to move back to an existing application. Please explain the DMS/CSP's capabilities to fulfill this requirement.

## **10. Non-Functional Requirements**

The Program has specified categories of non-functional requirements to be met by the DMS/CSP. Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. When applicable, provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

### **a) Infrastructure/Environment**

1. DMS/CSP must be SaaS-based. Please explain which underlying cloud provider the Vendor product uses.
2. Due to privacy concerns, the offering must have a provision to limit the data storage within USA/Canada.
3. DMS/CSP must have one or more options of accessibility, such as a web interface for users to manage the documents, workflow, and configuration by using the suggested browser. Additional user interfaces, such as a Windows-based client and mobile support, would be a plus. Explain the DMS/CSP's ability to lockdown some of those interfaces.
4. Explain storage capacity options and its limitations.
5. The offering must include a non-production tenant that does not necessarily need to meet the production environment. This environment would be solely used for development integration and configuration testing before promoting to the production tenant. The Program intends to only migrate a selected fraction of the documents and users to the non-production tenant.

**b) Compliance**

1. The Program may not have stringent requirements regarding a compliance need for a DMS/CSP product, but please explain the Vendor's current compliance and future roadmap. Emphasis on compliance such as NIST, HIPAA, GDPR and DoD 5015.2.

**c) Performance**

1. Program users will be using the DMS/CSP continuously and their task efficiency would be dependent on performance of the DMS/CSP. Please provide the Vendor's performance and throughput SLA.

**d) Availability/ Reliability**

1. Program users will be solely dependent on this DMS/CSP to serve our participants. In addition, our participants will be solely dependent on this offering to access/send documents. The expectation is of a minimum availability SLA of 97%.
2. The Vendor must ensure the DMS/CSP is available even during the maintenance period. The Vendor must send periodic notification in an event of an outage during any period.
3. Capability to perform scheduled backup, as well as on-demand backup, would be required. Please define the frequency of the backups. Service providers must ensure the validation of backup by restoring at regular intervals.
4. Explain the Disaster Recover strategy and time taken to restore the application after a disaster. Define the Vendor's RPO and RTO.

5. The Vendor must perform regular security audits and penetration testing of infrastructure and application by an independent vendor. The Vendor must be willing to share results of security evaluation.

e) **Security**

1. DMS/CSP must support multi-factor authentication for accessing the web, Windows, or mobile-based interface. Certificate-based authentication must be necessary for authentication of the API. Integration with the Program's Azure Active Directory would be preferred.
2. DMS/CSP must have access control and have a way to define user roles for permission fine-tuning. The API must validate access control. The product must have the capability to audit each activity/transaction and reports must be available for the admin. The retention period of the audit logs should be a minimum of one year.
3. DMS/CSP must have an ability to audit user activities, configuration activities, security logs, authentication/authorization logs and API activities including data accessed by an internal or external identity.
4. DMS/CSP must have an ability to protect the audit logs and ensure they are tamper-proof and uniquely attributable.
5. DMS/CSP must be able to protect data from being exposed to unauthorized users, as well as product staff.
6. DMS/CSP must leverage an algorithm to ensure correctness of data and eliminate data tampering.
7. DMS/CSP must have adequate measures to ensure data privacy, especially while fetching data via API.
8. Explain if DMS/CSP can support usage of encryption keys located in an independent vault.
9. Due to the sensitivity of documents, the product must have data encryption at rest and transit. Explain cryptography used for securing the communication and data.
10. DMS/CSP must perform virus scans on the data across all tenants. There should be an isolation provision to prevent the spread of a virus if the virus scans are unable to detect.
11. DMS/CSP must provide information on the steps performed to sanitize their data stores.
12. DMS/CSP must have a provision for privileged access management for product staff. The Program will provide access (on a need basis) for situations like troubleshooting.

This would be the only time the product staff would have access to the data and configuration of the Program-owned tenant.

f) **Usability**

1. DMS/CSP must support concurrency while viewing and editing the document and must be able to detect a conflict.
2. DMS/CSP must undergo a version control mechanism and provide the ability for an individual document to roll back to the desired version.
3. DMS/CSP must have document-naming standards and conversions.
4. DMS/CSP must have a configuration to control the editable and printable actions on documents.
5. The Vendor must provide appropriate training, material, and support for a successful implementation.

g) **Reporting**

1. DMS/CSP must support on-demand and scheduled reports on usage pattern, audit logs and changes to configuration.

h) **Supportability**

1. Explain support levels and their SLAs. Also, the support level Vendor would recommend for the Program.

i) **Data Ownership**

1. The Program needs to have control over the entire set of documents. The primary requirement would be that the documents must be preserved in their original format and in their entirety so that they're portable to any other system or environment.

j) **Business Continuity**

1. Explain the Vendor's business continuity plan should the DMS/CSP be unavailable for an extended period. What options does the DMS/CSP offer to enable the Program to meet business continuity?

k) **SIEM Integration**

1. Explain if the DMS/CSP has any supportability with a SIEM tool, including the ability to send logs to SIEM on a scheduled basis or a seamless integration. The Program currently uses Microsoft Sentinel as SIEM.

## VI. TECHNICAL PROPOSAL

For purposes of responding to this RFP, the Vendor should assume an exclusive contract will be awarded. Please note that an exclusive contract award does not prohibit Vendors from offering services on a sub-contracted basis, but such services must be disclosed fully in the Vendor's RFP response.

All proposals must restate each item in the Technical Proposal and record the Vendor company's response directly below the item. Responses should be provided in order and reference the corresponding item number. Please contact Kevin Kirkpatrick at [rfp@ohiodc.org](mailto:rfp@ohiodc.org) or visit [OhioDC.org](http://OhioDC.org) to obtain an electronic version of this document to assist in preparing Vendor responses.

### COMPANY INFORMATION

1. State the name and address of the Vendor. Provide the name, title, address, telephone, and fax numbers of the person from the Vendor who should be contacted with questions regarding the Vendor response. Give a brief history of the Vendor. Provide this information for sub-contractors as well.
2. Does the Vendor conduct pre-employment background checks? What type of insurance/bonding coverage is carried on the Vendor employees? If any sub-contractors are used, please provide the same information for them.
3. Does the Vendor accept all the terms as outlined in the General Conditions and Contract Requirements sections?

If the answer is "NO," state any exceptions the Vendor has to the contract requirements and contract provisions. State the reason for the exception and the substitution offered.

4. Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement as (type of) Vendor, and any organizational aspects that uniquely qualify the firm for this assignment.
5. Describe the Vendor's lines of business and the approximate contribution of each business to the Vendor's total revenue. If the Vendor is an affiliate or subsidiary of an organization, state what percentage of the parent firm's total revenue the Vendor affiliate or subsidiary generates.
6. Is the Vendor a subsidiary or affiliate of another company? Give full disclosure of all direct or indirect ownership and type of relationship with affiliate companies, including the business nature of each.
7. Describe any significant developments in the Vendor organization within the last three years, such as changes in ownership, personnel reorganization, and staff departures.
8. Describe any near-term changes in the Vendor's basic ownership structure or any other significant changes in the organization that the Vendor anticipates.
9. Within the last five years, has the Vendor organization, an officer, or principal been involved in any business litigation or other legal proceedings relating to the Vendor

(services to be provided)? If so, provide an explanation and indicate the current status or disposition.

10. In the last five years, has the Vendor had a contract terminated by a client for cause? If so, by whom and under what circumstances? Provide the name and telephone number of each client that has terminated the Vendor's services. Explain the circumstances for termination.
11. State whether the Vendor or an affiliate provides services that could be considered a conflict of interest.
12. Provide a current list of five comparable clients, including name, contact, telephone number, and the product(s) or services the client uses. The Program may contact any of these clients as references.
13. Describe the typical client load for the Vendor. State how this would compare to the employees assigned to the account.
14. Describe the broadest range of services the Vendor provides to clients.
15. List the number of the Vendor's professional and support employees involved in: implementation support, product support, and technical support.
16. Provide the resumes of all principals, other professionals, and support employees expected to be assigned to this account. Include their length and type of experience in pension consulting/advising services, length of employment with current firm, and any specialty expertise they possess.
17. Please indicate whether the Vendor maintains insurance coverage for data breaches. If it does, indicate the general terms and amount of coverage provided. Detail the procedures the Vendor would take if a participant data breach occurred. What remedial action would the Vendor take to address a data breach?

## SERVICE PROPOSAL

Fully describe how the Vendor intends to provide a document management system/content services platform, as described in the Scope of Services.

All of the following items must be addressed in the Vendor response.

Provide a one-page executive summary that highlights the Vendor deferred compensation philosophy, the Vendor customer service approach, and why the Vendor organization can best provide these services.

### **1. Document Acquisition via Scan**

The Program's important business processes are triggered upon receiving a paper document (includes Program forms and supporting documents) from our participants and/or employers. The Program is currently using a home-grown and extremely basic scanning and storage system. It operates on a simple index structure based solely on a participant identifier. Each participant account has a file. When a new document comes in relating to a participant, business processing is performed prior to electronic capture.

Once the processing is complete, the incoming document is scanned and appended to the participant's record using Adobe tools. These files are stored in Azure Cloud Storage and can be viewed from ORIS after searching for a participant's account that needs to be serviced. Most Program employees and Nationwide employees need to access ORIS to view the image file.

Possible future changes by engaging a DMS/CSP: The Program would prefer to move away from the single file approach and move toward a transaction/event-based approach. Participants provide documents for their transactions, so having an electronic document tagged with each transaction would assist in better servicing the participant and ensure better traceability.

The Program is open to the idea of scanning a document at the start of the business process that results in several key benefits:

- The Program anticipates scanned documents being stored on the cloud, which provides a critical level of security for all documents as soon as they are scanned. This eliminates the possibility that documents are damaged or misplaced, and aids in protecting participant and employer information.
- Should anything occur to disrupt the availability of, or access to, the office, all documents received and scanned prior to the moment of disruption will still be available for processing. In addition, this option enhances working remotely by allowing a centrally located scanning operation to capture all received documents to the cloud, making them available to staff members to perform the business operations from home without the necessity of delivering paper to each person.
- Enables future use of workflow automation. The ability to set automated processing paths for work items that need to be handed from one person to another can make service fulfillment more efficient. In addition, workflow generally provides business intelligence capabilities to optimize these paths based on the collected metrics such as volume, performance, start to finish of each workflow, etc. In-turn, these metrics can assist the Program in refining business processes.
- One continuing issue is that files contain both PII and PHI which is not appropriate for viewing by most Nationwide staff. Scanning upfront with a DMS/CSP which offers a redaction of PII/PHI data can help us achieve the objective of limiting the PII/PHI information to only those with appropriate privileges.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Built-in support for scanning to meet the Program's throughput needs. Support for the scanning of single or multiple documents. Option for batch scanning.
2. Ability to scan documents prior to initiating the business process that can be achieved by automatic workflow.

3. Data-specific routing or an intelligence built into the routing of documents.
4. Ability for scanned images to be manipulated to make corrections such as moving documents, splitting documents, and removing documents if unintentionally scanned.
5. Ability to identify duplicate scanning of a file, alert scan operator to review the duplicate document and confirm the duplication prior to record deletion.
6. Ability to configure, detect and initiate workflow based on document type/category.
7. Ability for the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.

## **2. Document Acquisition via Alternative Sources**

While the primary source of documents is paper, there are other sources from which documents are received.

### **a) Electronic documents**

Participants/employers at times send emails with a scan/photo of documents (including Program forms and supporting documents). The email recipient is generally a Nationwide Customer Service Representative or Program staff.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to upload an electronic copy of a document. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.
2. Ability to configure, detect and initiate workflow based on the document type.
3. Ability to allow the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.
4. (Optional feature) Ability to integrate with Office Outlook/Office 365 to upload an electronic copy of a document, which is either attached to an email or the email content itself. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.

5. (Optional feature) Ability to monitor a shared file folder to automatically upload any document in which a user saves the electronic copy of a document.

**b) Direct upload by participant**

In the future, the Program is committed to providing a document upload feature on PWP. The intent is that a participant would be able to log into their account, use a document upload feature (using the PWP user interface) and upload the document securely instead of mailing a paper form or email attachment. Behind the scenes, the electronic document must be consumed by the DMS/CSP.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. DMS/CSP to provide an API that could be integrated with PWP Application/ORIS Application user interface, which facilitates uploading documents. Once uploaded, it would follow the exact behavior of a scanned paper form which was uploaded.
2. Ability to configure, detect and initiate workflow based on the document type.
3. Ability for the Program to establish its own set of document types and other index criteria/metadata. Ability for the Program to enforce minimum standards for indices/metadata on each file, including date captured, document type, document size, document format, and file type. Additional metadata will also be required, set according to Program needs.

**c) Document migration**

The current Program system stores about 325,000 participant documents, consuming around 550 GB of storage. Each document is named by the participant's account number and are in PDF format. The size of these document varies from 10 KB to around 1 GB, but only a handful of documents are hovering around the higher spectrum. A one-time migration of these documents into the DMS/CSP product would be an essential requirement. The Program does not expect to initiate any workflow on the migrated document, nor expects splitting of the document into a transaction/event-based activity, but while migrating to the DMS/CSP certain properties must be indexed. The current system does not maintain versioning of these documents, but versioning must be an important feature of the DMS/CSP.

Note: based on the success of migration of participant documents, the Program would further evaluate the migration of employer documents, participant statements, forms, documents from the financial and communications departments, and other internal documents.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to migrate these documents in bulk, while indexing it appropriately.
2. During migration, ability to extract metadata that would enable search/view functionality.
3. Ability to apply appropriate role-based access control for forming a security control.
4. After migration, ability to search on DMS/CSP portal, or via API, to retrieve these documents.
5. Ability to validate the accuracy of the migration.
6. (Optional feature) Redaction of PII/PHI on the migrated documents.

**d) ORIS document creation**

ORIS, the Program's recordkeeping system, contains a few features that create new documents (PDFs) as part of the execution of a transaction. These documents are part of the participant images that identify the source of account creation.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to create new documents by using DMS/CSP-provided API.
2. Ability to monitor a Windows system folder to ingest these documents as an alternative to API.

**3. Workflow Automation**

The Program needs a DMS/CSP with support for automation of business processes, including the use of incoming documents and files to trigger workflows. Robust implementations can also provide staff calendars and availability, work assignment/reassignment, etc. as well as business intelligence reporting on the state of workflows, volumes, process performance, past-due work items, etc.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to automate workflow and support simple workflows, from the initiation, through multiple steps, and completion.
2. Ability to initiate workflows by identifying the document type and allowing documents to be associated with a workflow for easy access in processing participant requests.

3. Ability to provide a workflow configuration for business/IT users to customize workflows.
4. Ability to supervise assigned work and send notifications to assigned users to take an action.
5. Ability to add to the complexity of workflow through conditional formatting, direct interface to other applications, alerts for delayed work items, etc.
6. Ability to manage workflows including the searching, viewing, sharing and editing of documents as part of the workflow.
7. (Optional feature) Ability to run reports on workflow status and perform follow-up.
8. (Optional feature) Ability to integrate with Microsoft Office to learn about users' scheduling.

#### **4. Manage Documents**

Program users must be able to perform a search on documents to retrieve them for usual business processing and an ability to view the entire document. DMS/CSP's ability to enable search on the document content itself would be very beneficial.

At times, the Program sends an electronic document, via email, within the organization and Nationwide staff. While that improves agility, it also comes with security risk for a document containing PII/PHI information. In the future, the Program would like to share those documents via a link and have the user access the DMS/CSP to retrieve the specific document. There are other documents that do not have PII/PHI information that would be continued to be shared by email.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. A holistic participant-centric view of all the documents and workflows.
2. Ability to access documents via different methods, such as search capability/tree structure/file cabinets.
3. Ability to manage documents (view, edit, delete).
4. Ability to redact manually or automatically. Please explain how the redaction feature works.
5. Once a document is viewed, the ability to share that document or a link to the document.

6. Once a document is viewed, the ability to print the document to a local or network printer.
7. At the time of viewing the document, a watermark to be embedded on the fly.
8. Ability to protect each of the above needs with role-based access controls or via an alternative method.
9. Explain how these documents are saved and the naming convention of these documents.

## **5. Collaboration Document**

The Program may need the conditional ability to create a document for collaborative use.

Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. Provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

1. Ability to create a PDF (or another format) document for collaborative use by DMS/CSP users.
2. Ability to review documents and approval workflows for documents needing to pass through several authors, reviewers, and approvers before being ready for general distribution. In essence, collaboration capability for a new document.
3. Ability to detect concurrent editing of the document. Please explain how updates are reflected.
4. Ability to enable or restrict editing of a document. If in edit mode, explain version history management.
5. Ability to lock-down declared electronic records (source documents, final policy, etc.) to prevent modification.
6. Ability to declare documents read-only and prevent their deletion from the system until the retention period has expired.

## **6. OCR Capability**

Modern DMS/CSP's may have built-in OCR capabilities to assist in the extraction of data from a document, as well as performing content search. OCR may also be capable in reading machine and/or handwritten information. Please explain the OCR capability including the engine for the DMS/CSP product and use cases that the DMS/CSP product achieves by using OCR.

## **7. Legal / Regulatory Compliance**

Legal retention and destruction requirements need to be met by the DMS/CSP. The ability to identify documents by type and date would enable the Program to ensure compliance with its record retention policies. The Program would need the ability for automatic deletion (or archival) depending on the document type and department for a user-configurable period to meet with regulatory compliance. Please explain the DMS/CSP's capabilities to fulfill this requirement.

## **8. Training / Documentation**

The Program requires the Vendor to provide adequate training to the DMS/CSP users and admin. Post-configuration and training, the users must feel confident to use the DMS/CSP to complete their business needs. Please provide the Vendor's training and documentation strategy and plan.

## **9. File Format Types**

The Program primarily uses PDF as the file format for most of its needs. Most modern DMS/CSP systems can store document files beyond images of actual paper. They may be used to store outgoing correspondence in electronic form, for example. Some go beyond that and allow the storage of various file types, including audio and visual recordings. While that level of capability is not likely to be required or even particularly useful for the Program, the possibility of storing other document types should be considered, including the ability to store the existing participant and image records. Irrespective of the DMS/CSP supporting the file format type, it's important that all the files are preserved in their original format so that if a backout strategy kicks in then it's simpler to move back to an existing application. Please explain the DMS/CSP's capabilities to fulfill this requirement.

## **10. Non-Functional Requirements**

The Program has specified categories of non-functional requirements to be met by the DMS/CSP. Please explain the DMS/CSP product's capabilities to directly meet the following key requirements. If not, please provide an alternative solution. If there are product limitations regarding these requirements, please explain. When applicable, provide at least one instance where these capabilities are being implemented and used by the Vendor's existing clients with a similar size and scope to this project.

### **a) Infrastructure/Environment**

1. DMS/CSP must be SaaS-based. Please explain which underlying cloud provider the Vendor product uses.
2. Due to privacy concerns, the offering must have a provision to limit the data storage within USA/Canada.
3. DMS/CSP must have one or more options of accessibility, such as a web interface for users to manage the documents, workflow, and configuration by using the suggested browser. Additional user interfaces, such as a Windows-based client and

mobile support, would be a plus. Explain the DMS/CSP's ability to lockdown some of those interfaces.

4. Explain storage capacity options and its limitations.
5. The offering must include a non-production tenant that does not necessarily need to meet the production environment. This environment would be solely used for development integration and configuration testing before promoting to the production tenant. The Program intends to only migrate a selected fraction of the documents and users to the non-production tenant.

b) **Compliance**

1. The Program may not have stringent requirements regarding a compliance need for a DMS/CSP product, but please explain the Vendor's current compliance and future roadmap. Emphasis on compliance such as NIST, HIPAA, GDPR and DoD 5015.2.

c) **Performance**

1. Program users will be using the DMS/CSP continuously and their task efficiency would be dependent on performance of the DMS/CSP. Please provide the Vendor's performance and throughput SLA.

d) **Availability/ Reliability**

1. Program users will be solely dependent on this DMS/CSP to serve our participants. In addition, our participants will be solely dependent on this offering to access/send documents. The expectation is of a minimum availability SLA of 97%.
2. The Vendor must ensure the DMS/CSP is available even during the maintenance period. The Vendor must send periodic notification in an event of an outage during any period.
3. Capability to perform scheduled backup, as well as on-demand backup, would be required. Please define the frequency of the backups. Service providers must ensure the validation of backup by restoring at regular intervals.
4. Explain the Disaster Recover strategy and time taken to restore the application after a disaster. Define the Vendor's RPO and RTO.
5. The Vendor must perform regular security audits and penetration testing of infrastructure and application by an independent vendor. The Vendor must be willing to share results of security evaluation.

e) **Security**

1. DMS/CSP must support multi-factor authentication for accessing the web, Windows, or mobile-based interface. Certificate-based authentication must be necessary for

authentication of the API. Integration with the Program's Azure Active Directory would be preferred.

2. DMS/CSP must have access control and have a way to define user roles for permission fine-tuning. The API must validate access control. The product must have the capability to audit each activity/transaction and reports must be available for the admin. The retention period of the audit logs should be a minimum of one year.
  3. DMS/CSP must have an ability to audit user activities, configuration activities, security logs, authentication/authorization logs and API activities including data accessed by an internal or external identity.
  4. DMS/CSP must have an ability to protect the audit logs and ensure they are tamper-proof and uniquely attributable.
  5. DMS/CSP must be able to protect data from being exposed to unauthorized users, as well as product staff.
  6. DMS/CSP must leverage an algorithm to ensure correctness of data and eliminate data tampering.
  7. DMS/CSP must have adequate measures to ensure data privacy, especially while fetching data via API.
  8. Explain if DMS/CSP can support usage of encryption keys located in an independent vault.
  9. Due to the sensitivity of documents, the product must have data encryption at rest and transit. Explain cryptography used for securing the communication and data.
  10. DMS/CSP must perform virus scans on the data across all tenants. There should be an isolation provision to prevent the spread of a virus if the virus scans are unable to detect.
  11. DMS/CSP must provide information on the steps performed to sanitize their data stores.
  12. DMS/CSP must have a provision for privileged access management for product staff. The Program will provide access (on a need basis) for situations like troubleshooting. This would be the only time the product staff would have access to the data and configuration of the Program-owned tenant.
- f) **Usability**
1. DMS/CSP must support concurrency while viewing and editing the document and must be able to detect a conflict.

2. DMS/CSP must undergo a version control mechanism and provide the ability for an individual document to roll back to the desired version.
3. DMS/CSP must have document-naming standards and conversions.
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5. The Vendor must provide appropriate training, material, and support for a successful implementation.

g) **Reporting**

1. DMS/CSP must support on-demand and scheduled reports on usage pattern, audit logs and changes to configuration.

h) **Supportability**

1. Explain support levels and their SLAs. Also, the support level Vendor would recommend for the Program.

i) **Data Ownership**

1. The Program needs to have control over the entire set of documents. The primary requirement would be that the documents must be preserved in their original format and in their entirety so that they're portable to any other system or environment.

j) **Business Continuity**

1. Explain the Vendor's business continuity plan should the DMS/CSP be unavailable for an extended period. What options does the DMS/CSP offer to enable the Program to meet business continuity?

k) **SIEM Integration**

1. Explain if the DMS/CSP has any supportability with a SIEM tool, including the ability to send logs to SIEM on a scheduled basis or a seamless integration. The Program currently uses Microsoft Sentinel as SIEM.

l) **Project Planning**

1. Provide information on the Vendor project strategy and plan for project kick-off, scope determination, project scheduling, risk analysis and define various phases involved with this project. Please provide an organization chart and a rough resource plan for the project.

m) **SaaS Hosting**

1. Provide information on how the Vendor manages the SaaS/cloud environment. Include information such as how compliance/certification is achieved, the DR/redundancy and monitoring/operations are performed to ensure the availability, reliability, and security of the SaaS hosting.

n) **DMS Software Releases**

1. Provide information on the Vendor strategy for releasing updates/upgrades to DMS/CSP software. Include the Vendor plans for minor/major releases, communication, and release notes. During the maintenance period, what is the impact to the Vendor's clients on the availability of the product?

o) **Access/Security**

1. Describe the Vendor's plan for integration with Azure AD (or an alternative), creating roles, privileges, and other security practices.
2. Describe plans for integration with the Program's network (if possible)
3. Describe solution approaches for Login/Logout capability

p) **Training**

1. Describe the Vendor's plan for training. Including the artifacts used for training and the resources involved.

q) **Implementation/Deployment Activities**

1. Describe the Vendor's expected approach for planning and conducting the implementation activities, including activities performed, resources involved, and artifacts generated.
2. Describe the Vendor's experience in transition and deployment in projects of comparable size and scope to this project.

r) **(Optional) Business Analyst Services**

Please provide additional information if Business Analyst services could be offered by the Vendor. As this is an optional service, please provide the rate/cost of these services as an add-on to the DMS/CSP licensing cost. The Program reserves the right to not select this service. Here is an example of the job duties for this role:

- Determine operation objectives and identify key risk/issues by studying business functions and the interactions within the organizations.
- Provide business process analysis by studying existing business processes as documented in the business continuity plan, facilitation of process improvement sessions and exploring possible efficiency gains with the DMS/CSP system.
- Design DMS/CSP workflow by analyzing requirements, constructing workflow charts and diagrams, and studying DMS/CSP system capabilities.
- Identify opportunities for automation and develop plan for a robust DMS/CSP system, and design processes that meet the business continuity objectives and improve efficiency with critical business processes.

- Improve DMS/CSP experience by configuring or creating a specification that meets the Program business user's usability preferences.
- Develop training plan for DMS/CSP system and/or business processes that change due to business process redesign due to DMS/CSP.
- At least five years' experience in the DMS/CSP product and in business process analysis.

## **VII. GENERAL CONDITIONS**

The Program has the discretion to select a Vendor and to reject responses that are not in the best interest of the Program, or to rescind this RFP. The Program 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.

The Program will not be liable for any costs incurred by a Vendor in responding to this RFP, regardless of whether the Program 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 Program to do so.

The Program reserves the right to negotiate all terms associated with this RFP, including price. It is entirely within the discretion of the Program to permit negotiations. A Vendor must not submit a response assuming that there will be an opportunity to negotiate any aspect of the response. The Program is free to limit the negotiations to particular aspects of any response.

The contract will be awarded to the vendor that offers the best value, based on a combination of qualifications and price. The contract will not necessarily be awarded to the lowest price proposal.

This RFP is not an offer, but a request to receive a response. The Program will consider a response as an offer to develop an agreement based on the contents of the response. Vendors agree that the contents of their responses are valid for one year from the date of submission.

### **Amendments to RFP**

The Program reserves the right to provide any additional information or responses to questions received prior to the deadline for submission of proposals. In the event it becomes necessary to amend any part of this RFP, the Program will provide copies of the amendment to Vendors that submitted a Letter of Intent.

### **Bid Requirements**

- Vendor acknowledges that the Program is subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor should submit, along with its response to this RFP, a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Ohio Public Records Act is redacted, along with a reference to the statutory basis upon which Vendor is relying for the redaction. For example, the Ohio Public Records Act is ORC Section 149.43 and allows protection of trade secret information as set for in ORC 1333.61(D) or any federal statutes that might apply. If a request for records is made that includes information Vendor has submitted pursuant to this RFP, the Program will provide the requestor with the redacted version of Vendor's response provided pursuant to this section. If the position taken by Vendor in its redactions hereunder results in the Program suffering any damages, fees or other losses of any kind, Vendor shall indemnify the Program for such losses. If no documents or materials are identified and marked by Vendor as confidential, Vendor will be deemed to have consented to the release of the document or material, and to have waived any

cause of action against the Program resulting from the release of the documents or materials.

- Failure to adequately furnish information specifically required in this RFP could result in disqualification of a proposal.
- The Program will notify all unsuccessful Vendors regarding the Board's selection of a Vendor.

This RFP and Vendor responses submitted in the selected proposal will become part of the resulting contract and binding through the contract term, except as amended by mutual agreement.

## VIII. CONTRACT REQUIREMENTS

This section states the contract's minimum requirements to provide services described in this RFP. A sample contract is available upon request.

### **Miscellaneous Provisions:**

A Vendor taking exception to any provision below may be rejected as non-responsive. The following provisions shall be included in the contract between the parties:

1. **TERM.** The contract shall be effective on the date signed by the Program. The product license should have an initial term of three years with options to extend at the end of the three-year term. Any engagement for services will be limited to the duration as required by the Program.
2. **PERSONNEL AND SUBCONTRACTORS.** The Vendor shall notify the Program in writing of its intent to replace any key personnel whose responsibilities include significant work or services under the contract. The Program reserves the right to reject any proposed personnel changes that the Program, in its sole discretion, finds unsatisfactory. The Vendor may not subcontract the furnishing of any significant work or services under the contract without the express written approval of the Program. Any sub-contracted entity will not be party to this contract or contract amendment and will maintain their relationship directly with the Vendor.
3. **CONTRACTOR/WORKER ACKNOWLEDGEMENT.** It is fully understood and agreed that Vendor is an independent contractor and neither Vendor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Program Board or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits. Unless Vendor is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Vendor shall have any individual performing services under this Agreement complete and submit to the Program Board the Independent Contractor/Worker Acknowledgement form found at:

<https://www.opers.org/forms-archive/PEDACKN.pdf>

Vendor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Vendor executes this Agreement shall serve as Vendor's certification that Vendor is a "business entity" as that term is defined in R.C. 145.037.

4. **CONFIDENTIALITY.** The Vendor shall not discuss or disclose any participant-related information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Program. The Vendor shall take reasonable precautions to guard the confidentiality of the Program records and information furnished by the Program. The Vendor agrees that all confidential material received is proprietary to the Program, and the Vendor shall not copy, duplicate, disclose or otherwise use any such material and/or information, except upon presentation of appropriate documentation as may be necessary to perform the Services contemplated by the Program order(s) or upon presentation of appropriate documentation with the written consent of the Program or unless such information is otherwise in the public domain. The Vendor agrees that it will not use any information concerning individual Program participants, information collected under the contract or other Program data for any purpose other than to fulfill its duties under the Agreement. The Vendor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Vendor wherein the Program's name is mentioned, or language used from which a connection with the Program may be reasonably inferred, without the prior, written consent of the Program.
5. **TERMINATION FOR BREACH, BANRUPTCY OR INSOLVENCY.** If, at any time during the existence of the contract, the Vendor fails to observe or perform any term, condition, stipulation, agreement, provision, or obligation of the Vendor hereunder, the Vendor shall be in default of the contract. Any failure by the Vendor in this respect may constitute an active breach of the contract.
6. **LIABILITY.** The Vendor agrees to hold harmless and indemnify the State of Ohio, the Board, the Program, the participants, the Board members and its employees harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks. The Vendor shall bear all costs associated with defending the Program and the State of Ohio against any claims described herein. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
7. **TERMINATION.** The Program may, at any time prior to completion of the Services, suspend or terminate the contract with or without cause by providing sixty (60) days written notice to the Vendor. In the event that the Services **includes** divisible services, the Program may, at any time prior to completion of the Services, by giving written notice to the Vendor, suspend or terminate any one or more such portions of the Services. The Vendor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under the contract, suspend or terminate all subcontracts relating to the suspended or terminated Services, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Program, furnish a report, as of the date the Vendor receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting there from, and any other matters the Program requires. The Vendor shall be paid for Services rendered up to the date the Vendor received notice of suspension or termination, less any payments previously made, provided the Vendor has supported such payments with detailed factual data containing Services performed and hours worked. In the event of suspension or termination, any payments made by the Program for which the Vendor has not rendered services shall be refunded. In the event the contract is terminated prior to completion of the Services, the Vendor shall deliver to

the Program all work products and documents which have been prepared by the Vendor in the course of performing the Services. All such materials shall become, and remain the property of, the Program, to be used in such manner and for such purpose as the Program may choose. The Vendor agrees to waive any right to, and shall make no claim for, additional compensation against the Program by reason of any suspension or termination.

8. **SUCCESSORS AND ASSIGNMENT.** Neither the contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Vendor, without the written consent of the Program. Any assignment, pledge, sub-contract, or hypothecation of right or responsibility to any person, firm, or corporation shall be explained fully and detailed in the proposal.
9. **GOVERNING LAW.** The contract shall be governed by and be construed in accordance with the laws of the State of Ohio. Any provision of the contract arising hereunder is severable if that provision is in violation of the laws of the State of Ohio or the United States, or becomes inoperative due to changes in State or Federal law, or applicable State or Federal regulations. The Vendor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio. The Vendor must subscribe to the Ohio Ethics laws regarding business conducted with a State Board.
10. **NON-DISCRIMINATION CLAUSE.** The Vendor agrees that their employee(s), and subcontractor(s), and any person acting on behalf of Vendor or subcontractor(s), will 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 services under this contract. The Vendor further agrees that Vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services under this contract on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
11. **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** The contract may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to the contract hereto. A waiver by any party of any breach or default by the other party under the contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
12. **CONFLICTS OF INTEREST.** No personnel of the Vendor who exercise any functions or responsibilities in connection with the review or approval of the contract or carrying out of any of the services shall prior to the completion of the services, 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 services. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Program in writing. Thereafter, he or she shall not participate in any action affecting the services, unless the Program 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.
13. **ETHICS COMPLIANCE.** The Vendor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor

further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

14. **AUTHORIZATION, LICENSING, AND ACCREDITATION.** The Vendor shall be authorized to do business in the State of Ohio prior to the effective date of the contract. The Vendor shall comply with all applicable laws, including licensing requirements of the State and Federal government and with applicable accreditation and other standards of quality generally accepted in the field of the Vendor's activities. The Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current and in good standing. If at any time during the term of this contract, the Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, the Vendor will immediately notify the Program in writing and will immediately cease performance of the services.
15. **BOYCOTTING.** Pursuant to R.C. 9.76(B), the Vendor 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.
16. **SECURITY.** Vendor will adhere to best practices on cyber security and will maintain an updated Type 2 SOC 2 report (ISO 27001 may be substituted) and provide a current SOC 2/ISO 27001 to the Program upon request. In addition, the Vendor will annually complete a Vendor Management Security Questionnaire, provide a copy of their information Security Policy, Incident Response Plan, and Privacy Policy upon request. The Vendor agrees to notify the Program immediately upon determination of any breach. Any breach may be considered cause for immediate termination of the contract. The Vendor will cooperate with the Program's insurance provider regarding an investigation of any breach of client data. A breach shall be defined as a confirmed compromise, intentional or otherwise, of a system or process within the authority or control of the Vendor that results in unauthorized acquisition, disclosure, loss, modification, or use of unencrypted Personal Data, or encrypted data where the encryption key has also been compromised. Personal Data is defined by applicable law but is generally any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person. The work shall be performed within the United States or otherwise only where the Vendor has received prior authorization from the Program and is defined in the Scope of Work. No information or data provided by or belonging to the Program shall be stored, accessed from, or transmitted to outside of the United States.
17. **INSURANCE.** Until all obligations under this Agreement are complete, and without limiting Vendor's indemnification obligations herein, Vendor agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least "A-VII," or a comparable rating agency. Vendor shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Section.
  - A. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Program. No representation is made by the Program that the

minimum insurance requirements in this Agreement are sufficient to cover the obligations of the Vendor under this Agreement. The Vendor's insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.
2. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Vendor is a sole proprietor, partnership, or has no statutory requirement for workers' compensation, Vendor must provide a letter stating that it is exempt and agreeing to hold the Program harmless from loss or liability for such.
3. Professional Liability (Errors and Omissions) Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Vendor in this Agreement and shall cover all applicable Vendor personnel or subcontractors who perform professional services related to this Agreement.
4. Property insurance:
  - i. Installation Floater: Vendor shall provide and maintain Installation Floater insurance on a blanket basis that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The floater shall provide all-risk property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at a Program site. The policy shall be endorsed to waive co-insurance penalties. Minimum on-site limits shall be no less than 100% of the Vendor's contract price. Minimum off-site/transit limits shall be no less than 10% of the on-site limit. The Program shall be named as loss payees as their interest may appear.
  - ii. Tools and Equipment: The Program shall not be liable for any loss, including theft or disappearance, of the Vendor's tools and equipment. Vendor is solely responsible for securing its tools and equipment and at no time shall such items be considered in the care, custody and control of the Program. Should the Vendor choose not to adequately insure its property, no coverage shall be afforded under any insurance or self-insurance maintained by the Program.
5. Cyber liability (first and third party) with limits not less than \$5,000,000 per claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to

respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

- B. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:
1. **ADDITIONAL INSURED STATUS.** Except for Workers' Compensation and Professional Liability insurance, the Program, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Vendor's insurance.
  2. **PRIMARY COVERAGE.** For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Program, its officers, officials and employees shall be excess of the Vendor's insurance and shall not contribute with it.
  3. **UMBRELLA OR EXCESS INSURANCE POLICIES.** Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
  4. **NOTICE OF CANCELLATION.** The Vendor shall provide the Program with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the Program's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
  5. **WAIVER OF SUBROGATION.** The Vendor hereby grants to the Program a waiver of any right to subrogation which any insurer of the Vendor may acquire against the Program by virtue of the payment of any loss under such insurance. The Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Program has received a waiver of subrogation endorsement from the insurer.
  6. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Deductibles and self-insured retentions must be declared to and approved by the Program. The Program may require the Vendor to provide proof of ability to pay losses and

related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the Program.

7. CLAIMS-MADE POLICIES. If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services. The Discovery Period must be active during the Extended Reporting Period.
8. VERIFICATION OF COVERAGE. Vendor shall furnish the Program with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Program before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Vendor's obligation to provide them. The Program reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. SUBCONTRACTORS. Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that the Program and the State of Ohio are additional insureds on insurance required from subcontractors.
10. SPECIAL RISKS OR CIRCUMSTANCES. The Program reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **IX. COST PROPOSAL**

**A Cost Proposal must be prepared and submitted with the Vendor Service Proposal under a separate sealed cover. No electronic copy will be accepted.**

The Vendor Cost Proposal must include total projected fees charged to the Program, in each of the three years of the anticipated contract, based on the proposed projected service. The Cost Proposal should be detailed and complete in all respects and provide all the information the Program would need to calculate fees to be paid to the Vendor based on the variables contained within the proposed fee structure. If the Program decides to significantly change the level of service from those proposed, the Cost Proposal must provide a sufficient itemized breakdown so the Program can determine the effect on the total proposed cost. Include in the Vendor cost proposal the type and amount of extraordinary one-time start-up costs The Vendor company will incur to commence with the project.

- (1) Describe in detail the Vendor proposed fee arrangement for the services proposed, including a definition of all elements that make up the Vendor proposed compensation arrangement. Provide the variables the Vendor has used in developing the Vendor Cost Proposal.
- (2) Describe in the Vendor Cost Proposal the amount to present the results and findings to the staff and Program as required in this proposal including any travel, printing, postage, or other miscellaneous costs.
- (3) All Vendors are required to address all items in the Cost Proposal. Failure to complete the Cost Proposal might result in it not being accepted.

## **X. EVALUATION CRITERIA AND SELECTION PROCESS**

Any proposal that does not adhere to the RFP format as specified may be considered nonresponsive and not subject to further evaluation.

This section of the RFP briefly outlines the key criteria for the evaluating proposals and determining which Vendor is given further consideration. Other factors may be considered that are believed to be material for the final selection.

- (1) Quality of the Vendor's proposal as an indicator of its probability for success, including references for three major current clients.
- (2) Vendor's qualifications and experience as indicated in its listing of current major clients, including established record of success with similar projects. Professional qualifications, knowledge and experience of principle employees who will work on this project.
- (3) Organizational structure, experience, professionalism, leadership, and knowledge that the Vendor can apply to assist the Program in meeting its goals objectives. This includes technical support services and resources.
- (4) Vendor's overall demonstrated ability to meet the Program's functional and non-functional requirements with innovative solutions.

Technical proposals make up 80% of the scoring:

Criteria numbers 1, 2, and 3 would be weighted 10% each.

Criterion number 4 will be weighted 50%.

Cost proposals make up 20% of the scoring.

\* The Program reserves the right to consider other factors based on the content of the proposals that may have a material impact on the quality and effectiveness of the services to be provided.

The evaluation and Vendor selection process will be based on –best value. This procurement method will be used so as to result in the –best buy for the Program in terms of the functions to be performed.

The evaluation committee may request written clarifications of any offer received. However, the Program in its sole discretion may refuse to accept in full or partially the response to a clarification request given by any offeror.

Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable possible terms.

Final ranking of responses and award of the contract will be made after the Program reviews all bids and completes its evaluation. An award will be made to the Vendor with the most advantageous offer after it has been discussed and approved by Program staff.

If you do not meet minimum qualifications, as stated in Article IV, your response will not be scored.

## **XI. INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **B. Questions Concerning the RFP:**

Questions regarding this RFP must be submitted in writing by mail, email, or fax not later than August 22, 2022 and addressed to:

Kevin Kirkpatrick  
Director of Administration  
Ohio Deferred Compensation  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

EMAIL: rfp@ohiodc.org

### **C. Transmittal Letter**

The Vendor's proposal must be accompanied by a Transmittal Letter, signed by an individual authorized to bind the company and including the following statement: "The information presented in this proposal by **(Company Representative)** is correct to the best of our knowledge and belief as of the date submitted. The individual executing this document on behalf of **(Company Name)** is authorized to execute documents of this nature under the scope of his/her employment responsibilities."

### **D. Submission Format**

A Vendor's proposal must be recorded on standard 8.5x11" size white paper. The proposal must be accompanied by a Transmittal Letter on the company's official letterhead, and be signed by an authorized officer of the company.

Restate each statement or question in the Technical Proposal and record the Vendor company's response directly below the statement or question. An alternative proposal can be submitted with the Technical Proposal, but should be clearly marked as such. The Cost Proposal must be prepared and submitted under a separate sealed cover in hard copy format only.

Costs of developing the proposals will be borne by the Vendors. Proposals and all related materials will become the property of the Program and will be subject to the Ohio Public Records Law.

The Program reserves the right to reject any proposal prior to or subsequent to its review of the separate sealed cost proposal. In the event that the Program rejects a proposal prior to review of the cost proposal, the sealed cost proposal will be returned to the Vendor.

### **E. Deadline for Submission of Proposal:**

The original, electronic copy (Technical Proposal only) and four copies of the complete proposal package must be received in the Board's office by September 16, 2022 at 4:00 p.m. to be considered. Proposals received after this date and time will be returned unopened.

Please send the original and three copies to:  
Kevin Kirkpatrick  
Ohio Deferred Compensation  
257 E. Town St., Suite 400  
Columbus, OH 43215-4623

Please send the electronic copy to [rfp@ohiodc.org](mailto:rfp@ohiodc.org).

NOTE: Packages (envelopes) must be clearly marked "TECHNICAL PROPOSAL." Cost proposals must be separately sealed or in a separate electronic file, and clearly marked "COST PROPOSAL." It is the responsibility of the Vendor to ensure that proposals arrive on or before the prescribed time. No fax responses will be accepted. **NO LATE PROPOSALS WILL BE ACCEPTED.**

The Board reserves the right to accept or reject any or all proposals if it deems that doing so is in the Program's best interest.

Modifications to the proposal may be submitted prior to the date and time specified for receipt of responses. Copies of the modifications must be submitted as specified for the actual proposal above. Modifications must have "Modification - Company Name" marked in the lower left-hand corner of the envelope. No email or fax modifications will be accepted.