

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

**ADDENDUM #1 - NEW COLLECTIONS SYSTEM  
AGO/ITS - 305**

**Sealed Proposals must be received by:**

**Ohio Attorney General's Office  
Information Technology Services  
150 East Gay Street, 20<sup>th</sup> Floor  
Columbus, Ohio 43215**

**On or before:**

**April 16, 2012 at 1:00 PM local time\***

## **Addendum to AGO RFP – New Collections System**

### **Reason of the addendum:**

This addendum is issued to update the Timetable and extend date by one day for the Request for Proposal (RFP) AGO/ITS 305. In addition, clarifications were added to the RFP on specific elements. All changes within this Addendum appear in bold italicized print. In those instances where text was deleted, it will appear in the Addendum with a strikethrough. Attached are pages 8, 9, 13, 29, 30, 34, 45, 71, 82, 83, 96, and 137 of the RFP that have been changed. Please remove the corresponding page numbers from the existing RFP and replace them with attached pages.

\* Indicates changes made on 02/29/12

## Timetable

|                                     |  |
|-------------------------------------|--|
| RFP Release                         | February 16, 2012                                |
| Inquiry Period                      | February 16, 2012 through April 8, 2012          |
| Intent to Bid Notification Deadline | April 9, 2012                                    |
| Deadline to Submit Proposals        | <i>April 16, 2012, by 1:00 PM local time*</i>    |
| Proposal Review                     | <i>April 17, 2012 through May 30, 2012*</i>      |
| Applicant Presentations, if any     | May 30, 2012 through June 15, 2012               |
| Contract Award                      | <i>Estimated – July 2, 2012*</i>                 |
| Initial Contract Period             | <i>Commencing no earlier than July 16, 2012*</i> |

The AGO may, at any time and in its sole discretion, adjust the dates listed above. The AGO shall incorporate any schedule changes or other amendments to the RFP according to the process identified in Section 2, Communications and Inquiries.

While the RFP dates are subject to change, Applicants must be prepared to meet them as they currently stand. **Any failure to meet a deadline or make any objection to the dates for Contract performance may result in the AGO, in its sole discretion, refusing to consider the Applicant's Proposal.**

The AGO may, at any time and in its sole discretion, request additional information to assist in the review process, reissue the RFP requiring new Proposals from interested parties, or reject all Proposals if it determines that it is in the AGO's best interests to do so.

## **SECTION 2.0 SUBMISSION AND INQUIREIES**

Applicants shall read all conditions set forth in this RFP for a full understanding of the RFP requirements.

### **Proposal Submission**

One original and six (6) conforming copies, in both paper form and electronic form on DVD, of the Proposal must be submitted no later than *April 16, 2012\* at 1:00 PM EST*. Proposals shall be delivered to:

Ohio Attorney General's Office  
Information Technology Services, CIO Office  
150 East Gay Street, 20<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attn: Diane Walker

An individual who is authorized to bind the Applicant to the provisions of the Proposal must sign the original Proposal in blue ink. Proposal responses must address all requirements of this RFP.

Proposals must be received at the above listed location by the appointed time to be considered. Proposals that are postmarked by the deadline date but not received by the AGO by ***April 16, 2012\**** at 1:00 PM EST shall be considered late. An Applicant that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Applicants must also allow for potential delays due to increased security or inclement weather.

**Proposals received after 1:00 PM EST local time on *April 16, 2012\** shall be considered late and shall not be accepted or considered. Requests for extensions of the deadline date and time shall not be granted.** Late Proposals will remain unopened and will not be returned. Incomplete Proposals will not be accepted or considered and will not be returned. The AGO will reject late responses regardless of the cause for the delay.

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

The AGO shall not be liable for any costs incurred by an Applicant in responding to this RFP, regardless of whether the AGO awards any Contract(s) through this process, decides to cancel this RFP for any reason, or issues another RFP, if it is in its best interests to do so.

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

The AGO prohibits multiple Proposals from a single Applicant.

### **Communication and Inquiries**

From the date of release of this RFP until an Applicant is selected and a Contract executed, Applicants shall not communicate with any AGO staff and/or reviewer concerning this RFP, except by the methods described herein. The AGO may, in its sole discretion, reject the Proposal of an Applicant who attempts unauthorized communications with any member of the AGO staff.

working on the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. The project management methodology used by the Contractor should include industry best practices and the functions of the nine (9) Project Management Knowledge Areas contained in the Project Management Institute's Project Management Body of Knowledge (PMBOK). Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained. The Contractor is expected to create the Project Schedule and provide the updated schedule to the AGO PMO weekly on Monday mornings.

The Contractor must provide one full time Project Manager throughout the Project lifecycle. This Project Manager must work at the primary project site or at the AGO site as requested by the Attorney General's Office.

The Contractor must employ the proposed Project Manager as a regular, full time employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full time regular employees must perform at least 70% of the work required to complete the Project. The Contractor may use its own personnel or subcontract personnel to meet the remaining 30% of the work.

The Contractor should include in its proposal information about whether it intends to hire any Minority Business Enterprise (MBE) companies as subcontractors, and what percentage of its work it would assign to them.

The contractor ~~should~~ **must** have a State Term Schedule (STS) **or partner with someone who has a State Term Schedule.\***

The Contractor also must propose a system development methodology (SDM) that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model Integrated (CMMI). Therefore, the Project scope must include training the State Project team on the Contractor's SDM. The Contractor is not required to have official SEI certification.

The AGO will provide staff, as it deems appropriate, to perform Project monitoring and review. The Attorney General's technical staff is expected to assume increasing support roles throughout the Project phases and will assume full maintenance responsibility of the completed Project following the warranty period and any support and maintenance periods.

The Contractor must create all project management deliverables initially and update them as needed throughout the lifecycle of the Project.

The Contractor is responsible for bringing printed copies of project documentation for participants to all meetings.

### **Contractor Responsibilities**

The Contractor is responsible for ~~developing~~ **configuring**, testing, and maintaining all system application code in the development, test, and training environments according to AGO provided standards and best practices.\* The Contractor will be required to package all code deployments into the test, training and production environments in a manner such that all code changes and related configuration changes are packaged via a software configuration management tool. All licenses including the development licenses for all COTS application code must either be transferred to the AGO or licensed in the Attorney General's name. The Contractor must create installation scripts for the release. The Contractor must execute these scripts in the test and training environments. The installation scripts will be promoted and executed in production by AGO. This release package must include release notes that document and identify all related application and system software related configuration changes.

Contractor is responsible for all aspects of procuring, ~~implementing~~ **configuring** and maintaining the Contractor's Development Environment.\* This includes procuring, installing, maintaining and housing all hardware and software required to develop the application per AGO provided server configuration standards and best practices. Depending upon the architecture of the winning Proposal, AGO may request minor changes to the environment configuration to better integrate with its existing network and computing environment. All software must be maintained for the duration of this contract such that it is at a current release and is fully supported by the software manufacturer. The Contractor must provide documentation of all server system software configuration properties to AGO operations staff when promoting code into the test and/or training environments.

The Contractor is responsible for procuring installing and maintaining all workstations, its local area networks, wide area networks and internetworking infrastructure required for the Contractor's development site. The Contractor will be responsible for providing connectivity to connect to the AGO VPN gateway to the internal AGO network.

### **Contractor's Development Environment**

The Contractor must develop, modify, enhance, and install software of the system. This also may include implementation of commercial off the shelf and third party products as appropriate. The Contractor must establish all necessary telecommunications links with all specified AGO offices. The Contractor must establish the data processing environment (hardware and software) necessary to develop, test, and operate the System and support AGO strategy, including, but not limited to, all hardware, operating system software, and application software, including COTS.

Upon completion of the development environment, the Contractor must provide a letter to AGO certifying that the environment has been set up for development of the System per the business and technical system requirements. The Contractor is responsible for identifying the hardware and software required for the System's test, training and production environments. The Contractor will supply this information at least 90 days

before needing the environment setup. Upon completion of the configuration of the testing, training, and production data processing environments by the ~~AGO Staff~~ **Contractor staff**, the Contractor must provide a letter of verification and acceptance to AGO certifying that the system environments have been properly set up for the new Collections System.\*

The AGO is responsible for setting up the AGO development *and AGO testing environment* with the assistance of the Contractor.\* The AGO has an option to have the Contractor configure the AGO development environment. A separate line item should be provided in the cost section showing as an option.

The Contractor also is responsible for documenting a plan identifying how each component of the production system will be proactively monitored. This plan will identify all software and/or hardware components to meet this requirement. The Contractor is responsible for specifying the proper configuration of these components once they are deployed into Production. The Contractor will assist with troubleshooting these components.

It is expected that the Contractor will perform the data conversion activities within the development and test environment. The data conversion programs will be promoted and executed in production by the Contractor.

#### **Disaster Recovery, Backup, and Business Continuity Plans**

The Contractor must create and maintain a disaster recovery plan, backup plan, and business continuity plan. These plans must:

- Provide for mitigation of all identified production failures and disasters;
- Ensure a complete system recovery within timeframes appropriate for the level of severity of a particular production failure; and
- Provide a resource pool of sufficient size, with members of sufficient experience, to ensure complete recovery within the appropriate timeframe

The Contractor must develop a disaster recovery plan identifying how the production system (to include application code, non-related Operating System production software and data) will be recovered and made operational in an AGO provided recovery site. This plan should include prevention, mitigation, and remediation for production failures and disasters. The AGO provide the backup site to the Contractor. The AGO is responsible for ensuring the hardware and Operating System are available and configured per Contractor production specifications. The Contractor will be responsible for promoting the code into this environment and configuring any software running in this environment if during the maintenance and enhancement period, while Information Technology Services (ITS) shadows the Contractor. However, if it occurs after acceptance of the system, ITS will be responsible for promoting the code into the environment.

The Contractor must supply a plan identifying how the application code and data is to be backed up and, if needed, recovered for normal business operations.

### **System Administration Manual**

The Contractor must provide and maintain a System Administration Manual detailing the business and technical functions and use of all system administration modules. This manual must identify all administrative modules included in the system and detail their operation and administration. Where administrative modules require the use of domain tables or data tables, the values used by the tables must be identified through the use of attachments to this manual to facilitate future manual updates. Security roles necessary for the operation of each module must be identified and explained. The manual must be organized by administrative function and, at the option of AGO, may be broken into smaller functional manuals for distribution to the appropriate operational unit(s).

### **Development and Unit Testing**

The Contractor responsibilities for this deliverable include programming, and unit testing on all system functions. The AGO requires an iterative methodology that allows for multiple development increments, either in parallel or sequential, with discrete testing for each such increment.

The Contractor must enforce the established development standards and document deviations from the established development standards, including the rationale behind the deviation. These deviations must be included in the test results.

The Contractor must develop the application software for the required interfaces as defined in the completed and approved Detailed System Design Document. The Contractor must develop any bridges and integration code necessary for the system to interface with other software and systems.

The Contractor must test all components (i.e. programs) as stand-alone entities. Unit testing ensures that a single component is resilient and will function correctly on a stand-alone basis (e.g. the modified component can take inputs and produce expected outputs).

### **AGO Responsibilities**

AGO is responsible for **procuring, implementing, and maintaining** the test and training environments in accordance with the Contractors specifications.\* This includes **procuring, installing, maintaining, and housing hosting** all hardware and software required to perform testing and training on the system.\* ~~AGO is responsible for installing and promoting the application code into the production environment. AGO will install, maintain, and support any system software packages (i.e., HTTP server, application server, message queuing software) required for the application in the test, training and production environment according to Contractor supplied specifications. AGO staff is responsible for installing, configuring, and maintaining performance and application monitoring software as specified by the Contractor.~~

- Requirements for purging, archiving, backing up, and restoring required data
- Monitoring and identifying adequate space allocations for the systems data volume
- Application or system problems occurring in production as reported by system users
- If batch cycles are required by the system, these cycles must conform to AGO standards and be approved by AGO and executed to maintain the minimum system accessibility windows specified in the RFP
- Flow charts and process flows that diagram batch processes, including listing each job functions, dependencies, or special processing
- Operating procedures must contain any internal reports. All fields in reports must be defined, including detailed explanations of calculations used to create all data.

### **Proposed Test Environment(s)**

The Contractor must update its description of the environment(s) that will be needed to execute all the tests described in this task, including its approach to creating data to drive these tests, and obtain approval from AGO. Based on Contractor requirements, the Contractor will ~~provide~~ *configure*, maintain, and support the testing and training environment(s).\* The testing environment should include a system test environment for the Contractor, Operational Readiness/Parallel test environment, AGO testing environment, and a User Acceptance Testing (UAT) environment. In addition, there should be an environment that should be used specifically for training. The testing or training environment(s) may also be used for load/stress testing. However, it is imperative to have a separate environment for system testing that the Contractor will complete testing in of the system. Provide the cost of each environment as a line item in the cost section.

### **Contractor Deliverables**

The Deliverables to be produced by the Contractor for the testing task include the following (Continued from Milestone 3):

29. Test plans (unit, system, integration, regression, parallel, load/stress, performance, user acceptance and operational readiness)
30. Test cases/scripts and completed systems test
31. Integration test cases/scripts and completed integration test
32. Regression test cases/scripts and completed regression test
33. Parallel test cases/scripts and completed parallel test
34. Load/stress test cases/scripts and completed load/stress test
35. Performance tuning document and Testing
36. Capacity analysis document and Testing
37. UAT plan
38. Written certification that UAT data has been provided
39. User acceptance test cases/scripts and completed user acceptance test
40. UAT defect tracking report
41. UAT final report;

The Contractor must update the user manuals to reflect changes identified during the performance period. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to AGO for review and approval.

### **Updated External Electronic Documentation**

The Contractor must update the Client handbooks to reflect changes identified during the performance period. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to AGO for review and approval.

### **Updated and Finalized Operating Procedures**

The Contractor must update the system operating procedures to reflect changes identified during the maintenance and enhancement task. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to AGO for review and approval.

**Final System Documentation:** Throughout the Project, the Contractor must update all documentation as appropriate. Upon successful transition to the AGO, the Contractor must provide to the AGO the current and complete versions of all system documentation in a form and content consistent with all applicable AGO standards.

**Post Transition Assessment Report:** Upon completion of the Project, the Contractor must develop and submit a post transition assessment report. This report must include:

- The results of the transition activities
- An assessment of the overall results of the project
- Lessons learned
- A final update to the requirements traceability matrix and repository
- Current system status information
- Outstanding system problems and their status
- Recommendations for ongoing operations and support
- Recommendations for system enhancements
- Any modifications and corrective actions taken to add to or resolve any deficiencies or omissions discovered in the system

### **Contractor Responsibilities**

The Contractor is responsible for ~~procuring, implementing~~ **configuring** and maintaining the test and training Environments per the technical requirements.\* This includes ~~procuring~~, installing **and** maintaining ~~and housing~~ all hardware and software required to perform testing and training for the system.\* The Contractor is responsible for installing and promoting the application code into the production environments. The Contractor will install, maintain and support any system software packages (i.e. HTTP server, application server, message queuing software) required for the application in the test, training and production

### **Software Development Life Cycle Overview**

The AGO seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the Applicant will be prepared to quickly undertake and successfully complete the required tasks.

The Applicant must describe the purpose, objectives, approach, methods, and specific work steps to complete the proposed phased in approach by functionality of the system development methodology (SDM). The intent of this approach is to identify and develop these key components of the system and complete their development and testing in the first phase to discover critical issues with the system early in the development process rather than at the end.

Each functionality identified by the Applicant must include tasks to validate the system requirements for the phase, the design documents, construction of the system modules, documentation of the modules, and testing of the functionality of the complete phase. Each phase should build upon the functionality included in previous phase until the system is complete and ready for system testing. The Applicant also must address potential problem areas, technical risks, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

The description may also define other activities and deliverables not listed in the project requirements but deemed necessary by the Applicant. If additional activities are included, describe in detail why these activities are being recommended. The Applicant must use ***Attachment Three Seven*** to describe the software development life cycle (SDLC) phases, including the activities, milestones, and deliverables associated with each phase.\* These phases must be consistent with the proposed ~~service delivery manager~~ ***System Development Methodology*** (SDM) to effectively plan, organize, control, and manage this project.\* The description must be sufficiently detailed to demonstrate the Applicant's knowledge and understanding of the project. The description may define other activities or deliverables that are not project requirements but that the Applicant deems necessary or appropriate. The Applicant must make the SDLC steps as complete and detailed as possible by including key activities and deliverables for at least the following SDLC Phases:

- Requirements
- Design
- Development
- Testing
- Documentation and Training
- Deployment
- Post-Deployment

### **System Requirements Affirmation**

The Applicant must fully describe how it will use systems analysis techniques to affirm the requirements identified for the project. The Applicant must describe its process and tools used for creating a requirements traceability matrix and tracing individual requirements throughout the software development lifecycle (SDLC).

## **Design**

The Applicant must fully describe its proposed design for the deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The Applicant must depict the design in sufficient detail to allow the AGO to verify that the design meets all the requirements in this RFP.

The Applicant must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the Applicant's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

## **Development and Testing**

The Applicant's proposal must describe the Applicant's development approach, methods, tools, and techniques for completing the development process. Of particular importance are the Applicant's testing strategies for unit, system, user acceptance, volume, and regression testing.

## **Documentation and Training**

The Applicant must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the proposal must include the activities the Applicant will use to train the AGO project staff on the Applicant's ~~service-delivery manager~~ *System Development Methodology (SDM)\**

## **System Deployment and Post-Deployment**

The Applicant must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. Additionally, the Applicant must describe its approach to installation and maintenance.

## **Equipment and System Elements**

The Applicant must identify all proposed equipment needed for the project during development, testing, training and production. Additionally, the Applicant's proposal must include the proposed manufacturer's name and model for all equipment. Further, the Applicant must identify any equipment that the AGO will require for the implementation and ongoing operation of the project that is not otherwise specified in this RFP.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The Applicant may recommend features, equipment, or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the

The AGO reserves the right to conduct negotiations with one or more Applicants during the proposal review process. Applicants may negotiate only the specific aspects of the RFP that the AGO, in its sole discretion, selects for negotiation. The AGO may determine, during negotiations, that it is no longer reasonably likely for an Applicant to be awarded a Contract under this RFP. If the AGO makes this determination, the AGO will notify the Applicant in writing of its determination to terminate negotiations. The AGO may re-evaluate which of the remaining Applicants are reasonably likely to be awarded a Contract under this RFP and begin negotiations with a new Applicant and/or continue negotiations with other Applicants. Applicants shall not submit a Proposal assuming that there will be an opportunity to negotiate.

### **Method of Award**

The AGO may award and sign the Contract(s) with one or more Applicant(s) for an initial period beginning no earlier than **July 2, 2012\*** and ending no later than June 30, 2013. The Contract(s) may also include optional renewal term(s) that shall expire no later than **June 30, 2016**~~2017~~.\* The term will be subject to biennium restrictions. No work shall begin prior to the execution of a signed contract and a purchase order has been created. The Contract(s) beginning and expiration dates and the option(s) to renew shall be in the AGO's sole discretion. No award hereunder is effective until approved and fully executed by the AGO.

### **Renewal**

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

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

Any Applicant that may be awarded a Contract under this RFP must sign and return a Contract within ten days after receipt of the Contract for the Applicant's signature. If the Contract is not returned as stated, it will be just cause for annulment of the award.

### **Cancellation**

The State may cancel this Contract without cause and on 30 days written notice or at any time if the General assembly or any other funding source fails to continue funding. But in the case of any license of Software entered before the effective date of the cancellation, the State will have the right to continue such license after termination on the terms contained in this Contract.

## **SECTION 5.0 PROJECT CONTRACT AND ADMINISTRATION**

### **Related Contracts**

**ATTACHMENT ONE: SAMPLE CONTRACT**  
**AGREEMENT**  
**BETWEEN THE**  
**OHIO ATTORNEY GENERAL**  
**AND**  
**NAME OF CONTRACTOR**

THIS AGREEMENT is between the Ohio Attorney General (hereinafter the “Attorney General”), 30 East Broad Street, 17th Floor, Columbus, Ohio 43215-3400, and **Name of Contractor** (hereinafter “Contractor”), **Street Address, City, State, Zip**.

The parties agree as follows:

**I. NATURE OF AGREEMENT**

- A. Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a Contractor to the Attorney General. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Attorney General is the sole judge of the adequacy of such services.
- B. The Attorney General enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- C. Contractor shall perform the services to be rendered under this Agreement and the Attorney General shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Agreement. The Attorney General shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

**II. SCOPE OF WORK**

Contractor shall perform the services (the “Work”) set forth in Schedule A, Request for Proposals; Schedule B, Contractor Proposal; and Schedule C, Attachments to Contractor Proposal; attached hereto and made a part hereof (collectively hereafter referred to as “Contract Documents”).

**III. TIME OF PERFORMANCE**

- I. The Work shall be commenced on or after the date of an approved purchase order, and no earlier than **July 2, 2012\***.
- II. This Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the Attorney General or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Contractor’s Services.
- III. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2013. The Attorney General may renew this Agreement once on the same terms and