



Administrative Office of the Courts

REQUEST FOR PROPOSAL

SHARED SERVICES ENVIRONMENT

RFP # ISD071002

RESPONSES DUE BY:

August 12, 2002, 4:00 P.M. PDT

Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

TABLE OF CONTENTS

I. SUMMARY OF THE INTENDED PROCUREMENT.....6

I.1. PHASE ONE.....6

I.2. PRICING AND SCOPE OF PHASE ONE6

I.3. SEQUENTIAL APPROACH7

I.4. AWARD.....7

II. BACKGROUND INFORMATION7

II.1. ISSUING OFFICE7

II.2. STATEMENT OF THE BUSINESS PROBLEM TO BE SOLVED8

II.2.1. Background8

III. PROCUREMENT PROCESS 11

III.1. OVERVIEW 11

III.1.1. Description of the Procurement 11

III.1.2. Key Dates/Schedule 11

III.1.3. Structure of Part III..... 12

III.2. GENERAL PROVISIONS 12

III.2.1. RFP On-Line..... 12

III.2.2. RFP Not a Contract..... 12

III.2.3. Questions 13

III.2.4. Bidders’ Conference 14

III.2.5. Ambiguity, Discrepancies, Omissions 14

III.2.6. Confidential Matters 15

III.2.7. Compliance with DVBE Participation Goals 15

III.2.8. RFP Addenda 15

III.2.9. Vendor Responsibility 16

III.2.10. No Exclusivity 16

III.2.11. Notification of Decision 16

III.2.12. Protest Procedures 16

III.2.13. Payment 17

III.2.14. News Releases 17

III.3. THE PHASE ONE CONTRACT 17

III.3.1.	Proposal Closing Time	17
III.3.2.	Withdrawal and Resubmission/Modification of Proposal.....	18
III.3.3.	Proposal Preparation Costs	18
III.4.	PHASE ONE PROPOSAL EVALUATION AND CONTRACT AWARD.....	18
III.4.1.	Mandatory Requirements.....	18
III.4.2.	Evaluation Criteria	18
III.4.3.	Rejection of Proposals	19
III.4.4.	Clarification and Discussions	20
III.4.5.	Form of Professional Services Agreement	20
III.4.6.	Final Phase One Proposal.....	20
III.4.7.	Minimum Contract Terms for Phase Two	20
III.4.8.	Phase One Contract Awards	21
III.5.	PHASE ONE PERFORMANCE	21
III.5.1.	Negotiation of Statement of Work.....	21
III.5.2.	Negotiation of Pricing Schedule	21
III.5.3.	Negotiation of Contract Terms and Conditions	21
III.5.4.	Termination of Phase One Contract	22
III.5.5.	The Vendors' Final Phase Two Proposal.....	22
III.6.	PHASE TWO CONTRACT AWARD.....	22
III.6.1.	Evaluation Criteria	22
III.6.2.	Waiver of Terms/Rejection of Proposals.....	22
III.6.3.	Proposal Preparation Costs	22
III.6.4.	Contract Term.....	23
III.6.5.	Contract Award.....	23
IV.	SIZING INFORMATION	23
IV.1.	BASELINE ASSUMPTIONS FOR PHASE ONE PROPOSAL	23
IV.2.	VOLUME OF ACTIVITY FOR PHASE TWO	23
IV.3.	APPLICATION INFORMATION.....	24
IV.4.	VOLUME INFORMATION.....	24
IV.4.1.	User Information.....	24
IV.4.2.	Illustrations and Data	25

V.	CONTENT AND FORMAT OF PROPOSALS	26
V.1.	ECONOMY OF PRESENTATION	26
V.2.	EXECUTIVE SUMMARY	26
V.3.	PHASE ONE PROPOSAL FORMAT.....	26
V.3.1.	Responses to Functional Requirements and Technical Proposal Requirements	26
V.3.2.	Appendixes	27
V.4.	SUBMISSION.....	27
VI.	MANDATORY FUNCTIONAL REQUIREMENTS AND TECHNICAL PROPOSAL	27
VI.1.	TECHNOLOGY CENTER FACILITY.....	27
VI.1.1.	<u>Technology Center Facility Functional Requirements</u>	27
VI.1.2.	<u>Technology Center Facility Technical Proposal</u>	28
VI.2.	TECHNOLOGY CENTER NETWORK	29
VI.2.1.	<u>Technology Center Network Functional Requirements</u>	29
VI.2.2.	<u>Technology Center Network Technical Proposal</u>	30
VI.3.	LOCAL LAN/WAN/MAN	31
VI.3.1.	<u>Local LAN/WAN/MAN Functional Requirements</u>	31
VI.3.2.	<u>Local LAN/WAN/MAN Technical Proposal</u>	31
VI.4.	MANAGED SERVICE PROVIDER	32
VI.4.1.	<u>Managed Service Provider Functional Requirements</u>	32
VI.4.2.	<u>Performance and Availability Monitoring Technical Proposal</u>	36
VI.4.3.	<u>Storage Device and Data Management Technical Proposal</u>	39
VI.4.4.	<u>Resource Management Technical Proposal</u>	40
VI.4.5.	<u>Asset Management Technical Proposal</u>	42
VI.4.6.	<u>System Security Technical Proposal</u>	43
VI.4.7.	<u>Disaster Recovery Technical Proposal</u>	43
VI.4.8.	<u>Hardware Procurement Technical Proposal</u>	44
VI.5.	APPLICATION SERVICE PROVIDER FOR BUSINESS AND DESKTOP APPLICATIONS	44
VI.5.1.	<u>Application Service Provider Functional Requirements</u>	44
VI.5.2.	<u>Application Service Provider Technical Proposal</u>	46

VI.6.	HELP DESK AND LEVEL 1 THROUGH 3 SUPPORT	49
VI.6.1.	<u>Help Desk and Level 1 through 3 Support Functional Requirements</u>	49
VI.6.2.	<u>Help Desk and Level 1 through 3 Support Technical Proposal</u>	51
VI.7.	DESKTOP SUPPORT	51
VI.7.1.	<u>Desktop Support Functional Requirements</u>	51
VI.7.2.	<u>Desktop Support Technical Proposal</u>	52
VI.8.	MANAGEMENT AND KEY PERSONNEL.....	53
VI.8.1.	<u>Management and Key Personnel Functional Requirement</u>	53
VI.8.2.	<u>Management and Key Personnel Technical Proposals</u>	54
VI.9.	MIGRATION.....	56
VI.9.1.	<u>Migration Functional Requirement</u>	56
VI.9.2.	<u>Migration Technical Proposal</u>	57
VI.10.	SERVICE LEVELS	57
VI.10.1.	<u>Service Levels Functional Requirements</u>	57
VI.10.2.	<u>Service Levels Technical Proposal</u>	58
VI.11.	<u>PRIME CONTRACTOR AND DIRECT SERVICES FUNCTIONAL REQUIREMENT</u>	59
VI.11.2.	<u>Prime Contractor and Direct Services Technical Proposal</u>	60
VI.12.	INTEGRATION OF EXISTING RESOURCES AND INITIATIVES	60
VI.12.1.	<u>Integration of Existing Resources and Initiatives Functional Requirements</u>	60
VI.12.2.	<u>Integration of Existing Resources and Initiatives Technical Proposal</u>	61
VI.13.	TRANSITION SERVICES AT PHASE TWO CONTRACT CONCLUSION.....	61
VI.13.1.	<u>Transition Services Functional Requirements</u>	61
VI.13.2.	<u>Transition Services Technical Proposal</u>	62
VI.14.	IMPLEMENTATION SCHEDULE.....	63
VI.14.1.	<u>Implementation Schedule Functional Requirement</u>	63
VI.14.2.	<u>Implementation Schedule Technical Proposal</u>	63
VII.	VENDOR BACKGROUND INFORMATION, COMPANY PROFILE AND EXPERIENCE	63
VII.1.	BACKGROUND INFORMATION AND COMPANY PROFILE	63

VII.2. SUBCONTRACTORS.....65

VII.3. IF SUBCONTRACTORS ARE PROPOSED FOR THIS RFP, ANSWER THE
FOLLOWING FOR EACH SUBCONTRACTOR.....65

VII.4. EXPERIENCE.....66

VIII. PRICING67

I. SUMMARY OF THE INTENDED PROCUREMENT

By this RFP, the California Administrative Office of the Courts (AOC) seeks proposals from qualified Vendors to (i) establish and operate a Technology Center for the judicial branch of the State of California; (ii) operate, maintain, and support the selected judicial branch computer systems and applications and associated peripherals; and (iii) perform network design services, telecommunications services, and software applications services. The scope includes the planning, transition, ongoing operation, application maintenance, production control, LAN/WAN/MAN support, Level 1 through 3 help desk as defined further in Section VI.6 (“Help Desk”), security administration, and desktop support for the courts and systems supported by the Technology Center. These services must be provided at a Technology Center located within a 150-mile radius of San Francisco, California, and adhere to the service levels documented in Appendixes A – E.

The procurement will be conducted in the following manner:

I.1. Phase One

By August 12, 2002, each interested Vendor will submit its proposal, in the form specified in this RFP, describing the Vendor’s qualifications and its capability to perform the mandatory requirements of this RFP. No pricing will be submitted at this stage of the proposal process.

Subject to the AOC’s right at its complete discretion to waive minor deviations, only Vendors that meet all of the mandatory requirements of this RFP shall be considered for award of a professional services agreement with the AOC, in the form attached as Attachment 2 hereto (the “Phase One Contract”).

By submitting its proposal, the Vendor agrees that, if it is selected for a Phase One Contract, immediately upon notification of being selected, the Vendor will enter into the Phase One Contract with the AOC.

I.2. Pricing and Scope of Phase One

By September 23, 2002, AOC intends to select two Vendors each of whom shall separately perform the Phase One Contract at a fixed price of \$150,000 each. During the course of Phase One performance, each of the two selected Vendors shall:

- (i) Develop a detailed Statement of Work (“SOW”) to perform the work specified in this RFP as further defined by the AOC in the course of the Vendor’s performance of Phase One or as otherwise specified

by the AOC during the term of the Phase One Contract; and

- (ii) Establish a price for each element of the work specified in this RFP as further defined by the AOC in the course of the Vendor's performance of Phase One or as otherwise specified by the AOC during the term of the Phase One Contract.
- (iii) Negotiate all terms and conditions of a contract to perform the Phase Two services ("Phase Two Contract"), subject to being selected as the Phase Two contractor.

I.3. Sequential Approach

During the course of Phase One performance, the AOC intends to finalize the major portions of the SOW on a sequential basis (as set forth in this RFP) and then to establish the prices and negotiate the contract terms for each portion of the SOW, subject to final terms being established at the conclusion of the Phase One period.

I.4. Award

By January 15, 2003, the AOC intends to award the Phase Two Contract to that Phase One Vendor that the AOC has determined will provide the "best value" to the AOC. Accordingly, the lowest price final Phase Two proposal may not be selected for award, if the AOC determines in its judgment that the other proposal provides the best value.

II. BACKGROUND INFORMATION

II.1. Issuing Office

The Lockyer-Isenberg Trial Court Funding Act of 1997, also known as Assembly Bill 233, relieved California's county governments of the responsibility for funding trial court operations and shifted it to the state. AB 233 also requires the trial courts to assume new responsibilities for fiscal management and to be accountable for their use of public resources. Historically, technology planning has been fragmented and resource levels have varied among the courts. Technological resources are often incompatible and vary dramatically across jurisdictions. Technology solutions for the trial courts were implemented locally, and courts throughout the state not only lack universal and standard solutions but often face serious issues related to adequate infrastructure for case management, information sharing, and other court operations.

The Judicial Council of California, chaired by the Chief Justice, is the policymaking body of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, identifying improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice and procedure and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the council and assists both the council and its chair in performing their duties.

Since the implementation of AB 233, the judicial branch has focused on coordinating and integrating its functions and improving technology that supports court operations. The Judicial Council's Strategic Plan (<http://www.courtinfo.ca.gov/reference/>) outlines the long-range vision for the state's judicial system and the strategic goals that will help manifest that vision. The sixth goal of the plan states that "technology will enhance the quality of justice by improving the ability of the judicial branch to collect, process, analyze, and share information and by increasing the public's access to information about the judicial branch." Rapidly evolving technological advances offer the judicial branch a tremendous opportunity to develop coordinated solutions to statewide problems of lack of adequate communications, infrastructure, data integrity, information distribution, and service delivery and thereby eliminate redundant expenditures.

The Information Services Division (ISD) of the AOC is responsible for supporting the technology portion of the Judicial Council's Strategic Plan by coordinating branch wide technology planning, developing and serving as advocates for technology funding requests for the branch, monitoring the expenditure of technology funds allocated to the courts, and recommending and supporting judicial branch technology standards.

II.2. Statement of the Business Problem to be Solved

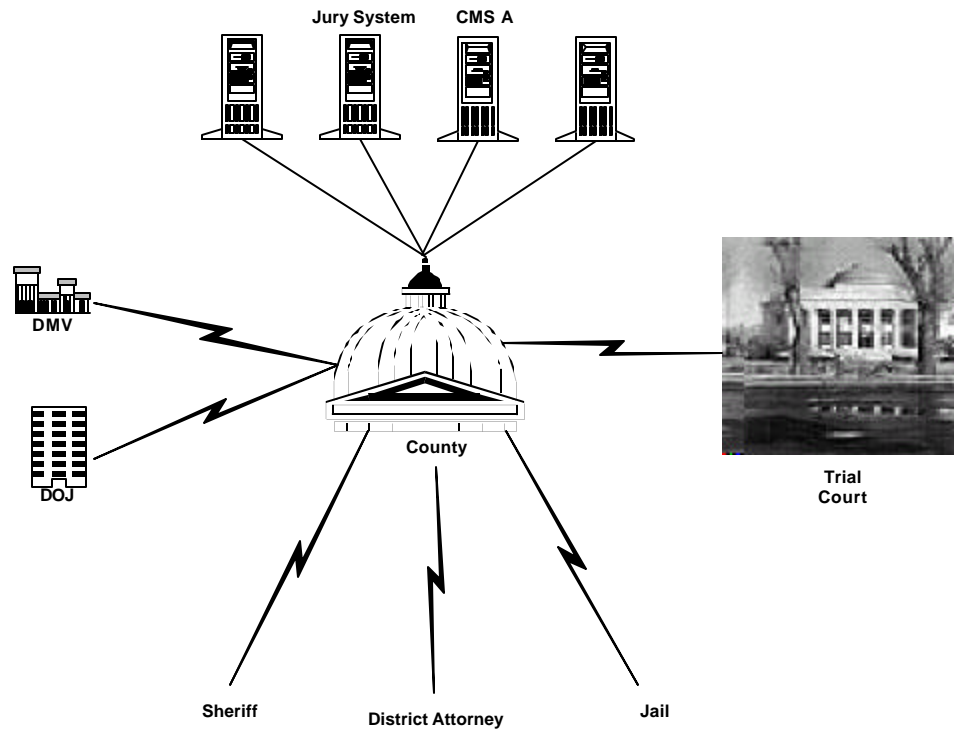
II.2.1. Background

There are 58 superior courts, many with multiple physical locations. Court technology infrastructure and software have been managed at the county and the individual court level. Historically, there have been no technology standards outside of the local court and county jurisdiction. Some courts have a fully functional LAN/WAN infrastructure that allows for automated interfaces to their justice partners; they may run multiple case management systems and have full-fledged desktop office software and appropriate hardware support. Other courts have little automation, no telecommunications infrastructure, and no desktop office functionality or support.

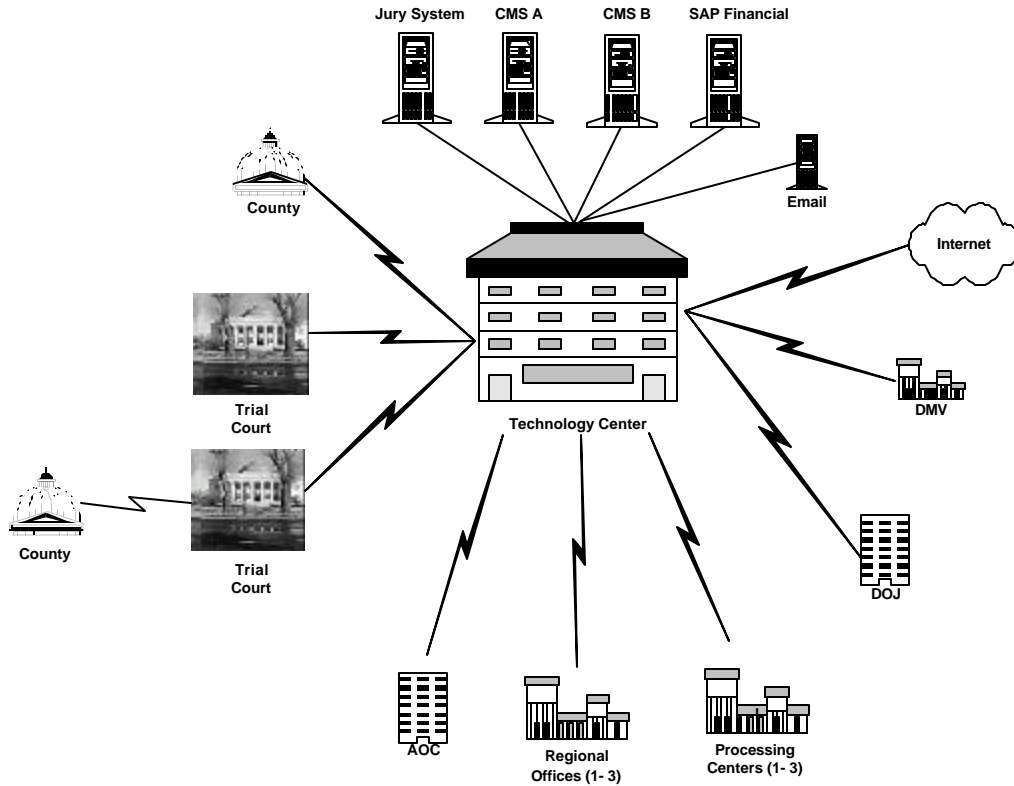
Information technology (IT) support is provided, in most cases, to the courts by their respective counties. The courts are billed for these services. In many cases courts have court-employed personnel who perform some or the entire local on-site court-required IT support functions, such as desktop hardware support and help desk. These staff numbers range from a fractional portion of an FTE (full time equivalent) to over 100 FTE.

The AOC is chartered with the physical consolidation and standardization of the 58, often disparate, court technology environments. The consolidation is made more complex by the integration and interface of the trial courts to their local justice partners.

The first picture represents the current technology environment with the counties supplying the IT functions for the courts. The second picture represents the new technology environment that shifts the IT functions to the Technology Center maintaining local county justice partner interfaces where appropriate.



Current county-centric environment



New Technology Center environment

In some cases interfaces to the local justice partners will be maintained through the court's county connection; in other cases, the connections will be made through the new Technology Center.

The AOC currently runs a computer facility with support and development services for appellate court and AOC staff; it also supports the appellate court network. The AOC presently envisions that these support functions may be transitioned to the new Technology Center over time.

The trial courts have expressed a desire to have full connectivity among them. To this end, a trial court Virtual Private Network (VPN) was created and hosted by the AOC to connect eight of the trial courts and provide secure e-mail. It has been discovered that communication between the courts in fact has been handled in other ways and the VPN is underutilized. Thus, the focus of the network for the Vendor will be the exchange of application data.

At this time, the AOC does not have the facilities and staff to construct, operate, and support the required technology services; and it would not be cost-effective to do so. Hence, the decision to outsource.

The technology environment presently envisioned by the AOC consists of a Technology Center running business and administrative applications for certain of the trial courts, with location of a second site for disaster recovery. These applications shall be supported by a “best of breed” help desk facility, maintained and enhanced by the Vendor and monitored for continuous service level achievement.

III. PROCUREMENT PROCESS

III.1. Overview

III.1.1. Description of the Procurement

This is a two phase procurement. The AOC intends to select two Vendors for Phase One, each of which will be awarded a contract in the form of a professional services agreement (“the Phase One Contract”). The work scope of each Phase One Contract will be to develop a detailed statement of work, specifications and schedule (collectively, the “SOW”) for Phase Two performance, establish prices for the Phase Two work and negotiate a Phase Two Contract. At the end of Phase One, each Phase Two Contract will be complete and ready for acceptance by the AOC. The AOC intends to select one of the Vendors for performance of Phase Two, by executing the Phase Two Contract that has been negotiated with that Vendor.

III.1.2. Key Dates/Schedule

The AOC has developed the following schedule of key events and estimated deadlines from RFP issuance through contract negotiations. However, all deadlines are subject to change at the AOC’s discretion.

DATE	EVENT
7/11/02 – 7/26/02	Written Questions for Vendor to submit to AOC
7/25/02	Mandatory Bidders’ Conference
8/2/02	AOC Response to Written Questions and Revisions to RFP
8/12/02	Initial Phase One Proposal Due
9/09/02	Final Phase One Proposal
9/23/02	Selection of Two Phase One Vendors
9/23/02- 12/02/02	Develop SOW, Establish Prices and Negotiate Contract Terms

12/23/02	Finalization of Contracts
1/15/03	Selection of Vendor for Phase Two by Execution of Contract

III.1.3. Structure of Part III

This Part III is organized as follows:

Section III.2 contains the general provisions applicable to both phases of the procurement.

Section III.3 contains the provisions applicable to the proposal for the Phase One Contracts.

Section III.4 contains the provisions applicable to the evaluation and award of the Phase One Contracts.

Section III.5 contains the provisions applicable to the performance of the Phase One Contracts, leading to alternate negotiated contracts for the Phase Two Contract.

Section III.6 contains the provisions applicable to the evaluation and award of the Phase Two Contract.

III.2. General Provisions

III.2.1. RFP On-Line

The RFP is available on:

<http://www.dgs.ca.gov>

<http://www.courtinfo.ca.gov>

III.2.2. RFP Not a Contract

This RFP is being issued by the Administrative Office of the Courts on behalf of the judicial branch of California. The RFP does not constitute a contract or an offer for employment. The award of any contract pursuant to this RFP is contingent upon funds being made available by the state in the appropriate fiscal year for the purposes of this project. In addition, any contract awarded as a result of this RFP is subject to any additional restriction, limitation, or condition enacted by the Legislature or established by the Judicial Council of California that may affect the provisions, funding, or terms of the contract in any manner. The AOC reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP. The

AOC further reserves the right to make no award in Phase One or in Phase Two.

III.2.3. Questions

Vendors requiring clarification of the intent of this solicitation document or on procedural matters related to it should transmit those questions, by not later than July 22, 2002, to:

Emily Strachan
Administrative Office of the Courts
Information Systems Division – Third Floor
455 Golden Gate Avenue
San Francisco, CA 94102-3660
Phone: (415) 865-7403
Emily.Strachan@jud.ca.gov

All questions relating to the technical requirements or the Vendor's Technical Proposal must be submitted in writing if not asked during the bidder's conference. Questions received by July 26, 2002 will be posted with their answers on the Judicial Branch web site

(<http://www.courtinfo.ca.gov/reference/rfp/>) by August 2, 2002.

Questions will not be entertained after July 26, 2002.

Vendors are specifically directed NOT to contact any AOC personnel for meetings, conferences, or technical discussions that are related to this RFP. Unauthorized contact of any AOC personnel may be cause for rejection of the Vendor's response.

If a Vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Vendor may submit the question in writing, marking it as "CONFIDENTIAL". With the question, the Vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence as permitted by law. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Vendor will be notified.

If a Vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and the Vendor's reasons for proposing the change. Any such request must be submitted by not later than **5 p.m. on July 26, 2002** to:

Ms. Patricia Yerian
Administrative Office of the Courts
Information Systems Division – Third Floor
Third Floor, Sequoia Room
455 Golden Gate Avenue
San Francisco, CA 94102-3660

III.2.4. Bidders' Conference

A **mandatory** bidders conference will be held at 9:00 a.m. to 11:00 a.m. on July 25, 2002 at:

Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
Third Floor, Sequoia Room
San Francisco, California 94102-3660

All questions and answers will be posted on the judicial branch Web site <http://www.courtinfo.ca.gov/rfp/> by August 2, 2002.

III.2.5. Ambiguity, Discrepancies, Omissions

If a Vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Vendor shall immediately provide the AOC with written notice of the problem and request that this RFP be clarified or modified. Without disclosing the source of the request, the AOC may modify this RFP prior to the date fixed for submission of proposals by issuing an addendum to all Vendors to whom this RFP was sent.

If prior to the date fixed for submission of proposals, a Vendor submitting a proposal knows of or should have known of any ambiguity, conflict, discrepancy, omission, or other error in this RFP but fails to notify the AOC within the time stated above, the Vendor shall submit its proposal at its own risk, and if the Vendor is awarded the contract, it shall not be entitled to any price or other adjustment to the contract for such reason.

III.2.6. Confidential Matters

If any information submitted in a Vendor's proposal is confidential or proprietary, the Vendor must provide that information on pages separate from non-confidential information and clearly label the pages containing confidential information "CONFIDENTIAL."

In addition to labeling each confidential page, the Vendor must include the following statement on a separate page, indicating all page numbers that contain confidential or proprietary information:

The information contained on pages _____ shall not be duplicated or used in whole or in part for any other purpose than to evaluate the proposal; provided that if a contract is awarded as a result of this proposal, the AOC shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the AOC's right to use the information contained herein if obtained from another source.

PROPOSALS WILL BE MAINTAINED IN CONFIDENCE BY THE AOC UNTIL ISSUANCE OF A NOTICE OF INTENT TO AWARD. UPON ISSUANCE OF A NOTICE OF INTENT TO AWARD, ALL PROPOSALS, INCLUDING PROPOSAL INFORMATION LABELED AS CONFIDENTIAL BY A VENDOR, WILL BECOME PART OF THE PUBLIC RECORD AND SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT, EXCEPT TO THE EXTENT INFORMATION IS PROTECTED FROM DISCLOSURE BY LAW.

III.2.7. Compliance with DVBE Participation Goals

The State requires contract participation goals of three percent (3%) for disabled veteran business enterprises (DBVEs). Therefore, a Vendor's response should demonstrate DVBE compliance with this goal; if a Vendor cannot meet this goal, the Vendor must demonstrate written evidence of a "good faith effort" to achieve DVBE participation. Completing Attachment 1 is mandatory to be responsive to this solicitation's requirements if the Vendor cannot meet the DVBE subcontracting goal. If there are any questions regarding the form, the Vendor should contact the Contracts Officer, Stephen Saddler, at 415-865-7989. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-372-9978.

III.2.8. RFP Addenda

The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Vendors to whom the solicitation document was sent. If any Vendor determines that an

addendum unnecessarily restricts its ability to bid, it must notify **Emily Strachan** at the Administrative Office of the Courts no later than two days following the receipt of the addendum.

III.2.9. Vendor Responsibility

Each Vendor must certify on company letterhead that neither it nor any of its proposed subcontractors are currently under suspension or debarment by any state or the federal government agency, and that neither it, nor any of its proposed subcontractors are tax delinquent with the State of California. Vendors must also list all contracts with government or commercial customers that have been terminated for cause or default by any government or commercial customer during the five years preceding submission of this proposal.

The Vendor must acknowledge that if it or any of its subcontractors subsequently are placed under suspension or debarment by a state federal government entity, or if the Vendor or any of its subcontractors subsequently become delinquent in California taxes, their proposal may be disqualified.

III.2.10. No Exclusivity

The AOC reserves the right to purchase additional or similar services described in this RFP from a third party if it is deemed to be in the AOC's best interest. Accordingly, nothing in this RFP or any resulting contract shall be considered an exclusive services arrangement with the selected Vendor, unless specified as such in a resulting contract.

III.2.11. Notification of Decision

AOC will issue a notice of award indicating the awardee and the price. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Emily Strachan.

III.2.12. Protest Procedures

Any protest challenging the terms of this solicitation must be filed no later than the date specified for submission of initial proposals at the following office:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

A Vendor submitting a proposal may protest a **contract award** if it (1) is otherwise eligible to receive a contract award, and (2) sets forth adequate allegations indicating that the intended awardee is ineligible for award or that the protester is entitled to the award under the evaluation criteria of the RFP.

A Vendor submitting a proposal that is qualified to protest must contact the Contracts Officer at the Administrative Office of the Courts at the address given below or call him at 415-865-7989.

Stephen Saddler
Contracts Officer
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

If the Contract Officer is unable to resolve the protest to the Vendor's satisfaction, the Vendor must file a written protest *within five working days of issuance of the notice of intent to award*. The written protest must state all grounds for the protest, all relevant facts and include all supporting evidence and documentation. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

III.2.13. Payment

Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

III.2.14. News Releases

News releases pertaining to the award of a contract may not be made without prior written approval of the Director or the Chief Deputy Director of the AOC.

III.3. The Phase One Contract

III.3.1. Proposal Closing Time

Proposals must be received no later **than 4:00 p.m. (Pacific) on August 12, 2002 (the "Proposal Closing Time")**. Proposals received prior to the

Proposal Closing Time that are marked properly will be securely kept, unopened. Late proposals will not be considered.

III.3.2. Withdrawal and Resubmission/Modification of Proposal

A Vendor may amend its proposal only in a writing that is received by the AOC prior to the Proposal Closing time, which conforms to the requirements for proposal submission.

A Vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the AOC in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

III.3.3. Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a Vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the AOC, participating in any selection interviews, or participating in this procurement.

III.4. Phase One Proposal Evaluation and Contract Award

III.4.1. Mandatory Requirements

The Vendor must state specifically in its proposal how it will comply with each mandatory requirement specified in Part VI. Subject to the AOC's right in its complete discretion to waive requirements, only those proposals that meet all mandatory requirements shall be considered for a Phase One Contract award.

III.4.2. Evaluation Criteria

The AOC intends to evaluate the Phase One Proposals based upon the following factors, in general order of importance:

1. The Vendor's staffing and commitment for timely proposed Phase One performance (establishment of SOW, pricing and Phase One Contract terms and conditions) (Section III.5).
2. The Vendor's commitment and ability to meet the Phase Two Functional Requirements and associated service level agreements (Part VI). (See detail below.)

3. The Vendor's willingness to agree to the terms of the Professional Services Agreement (Section III.4.5) and the Minimum Contract Terms for the Phase Two Contract (Section III.4.7).
4. The Vendor's plan to attract courts as early as possible to the Technology Center (Section IV.2).

Within the Phase Two Functional Requirements, the following requirements and corresponding service level agreements are ranked in general order of importance, as follows [where more than one section of the RFP is listed within a number, each of the listed sections have equal importance with one another (e.g.: Technology Center Facility and Technology Center Network within item 3 below are equal in importance)]:

1. Commitment to Meet Implementation Schedule (Section VI.14)
2. Managed Service Provider (Section VI.4)
3. Technology Center Facility (Section VI.1) and Technology Center Network (Section VI.2)
4. Management and Key Personnel (Section VI.8), Migration (Section VI.9), Transition Services at Phase Two Contract Conclusion (Section VI.13), Help Desk (Section VI.6) and LAN/WAN/MAN (Section VI.3)
5. Application Service Provider (Section VI.5)
6. Desktop Support (Section VI.7)
7. Integration with Existing Resources/Initiatives (Section VI.12)

Notwithstanding the criteria and ranking listed above, the AOC reserves the right to weigh factors that the AOC determines provide the best potential value for performance of the Shared Services Environment Project.

III.4.3. Rejection of Proposals

The AOC, at its complete discretion, may eliminate proposals that have not scored adequately in relation to other proposals to warrant further consideration. The AOC may reject any or all proposals, in whole or in part, and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Vendor from full compliance with solicitation document specifications.

III.4.4. Clarification and Discussions

The AOC reserves the right to seek clarification from any Vendor. The AOC also reserves the right to request a visit to a site that is representative of the type of data center facility that will provide the services to the judicial branch. The AOC reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal.

III.4.5. Form of Professional Services Agreement

The Vendor's proposal shall include a statement as to whether the Vendor accepts the form of professional services agreement contained in Attachment 2, or whether the Vendor takes any exception to those terms. If exceptions are taken, Vendor shall submit a "redlined" version of the agreement showing all modifications proposed by the Vendor.

III.4.6. Final Phase One Proposal

By September 9, 2002, the Vendor shall submit its final Phase One Proposal, which shall include: (i) all clarifications and modifications to the Vendor's Phase One Proposal, and (ii) a professional services agreement, in the form negotiated with the AOC, that has been executed by the Vendor, which shall be subject to acceptance by the AOC within 30 days after receipt by the AOC of the Vendor's executed professional services agreement. The Vendor's willingness to accept the form of professional services agreement, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor's proposal. By contrast, significant modifications to the terms of the professional services agreement shall be a negative factor in the evaluation. A Vendor that has not reached agreement with the AOC as to the terms of the professional services agreement will not be considered for award.

III.4.7. Minimum Contract Terms for Phase Two

The AOC has provided as Attachment 3 to the RFP a preliminary set of contract terms and conditions, to be incorporated into a Phase Two Contract. The Vendor must use the AOC's Phase Two Contract as the starting point in negotiation of a final Phase Two Contract. The AOC will provide the Phase Two Contract to the Vendor at the time of the award of the Phase One Contract. The Vendor's willingness to accept the form of terms and conditions attached to this RFP, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor's proposal for selection of a Phase One Contract. By contrast, significant modifications to the terms of the form of terms and conditions shall be a negative factor in the evaluation.

III.4.8. Phase One Contract Awards

The AOC intends to award contracts to two Vendors for Phase One work, each at a fixed price of \$150,000. Award shall be made by the AOC signing the professional services agreement negotiated with each of the two selected contractors. Written notice of award will be given promptly to the Vendors not selected for award.

III.5. Phase One Performance

III.5.1. Negotiation of Statement of Work

Immediately upon Phase One Contract award, the Vendor shall begin development and negotiation of the SOW for Phase Two, in accordance with the schedule in Section III.1.2. The AOC reserves the right to modify the schedule and provide additional details as to the negotiating schedule. The Vendor agrees to negotiate in good faith to reach agreement as to all elements of the SOW on a sequential basis, to permit the AOC and the Vendor to finalize contract terms within the Phase One Contract performance period.

III.5.2. Negotiation of Pricing Schedule

Concurrent with the negotiation of the SOW, the Vendor shall negotiate price terms for each element of the SOW as it is finalized, subject to final pricing at the conclusion of Phase One. The pricing shall be negotiated in accordance with Part VIII and shall be on a fixed price basis, except where specifically provided otherwise in the negotiated "Pricing Schedule." The contract for Phase Two shall provide that the Pricing Schedule shall be used as the baseline for pricing additional or new work that may be required or ordered in Phase Two performance, but that is not specified in the Pricing Schedule.

III.5.3. Negotiation of Contract Terms and Conditions

Concurrent with the negotiation of the SOW and Pricing Schedule, the Vendor shall negotiate with the AOC the terms and conditions for the Phase Two Contract. The Vendor's willingness to accept the AOC's form of the Phase Two Contract shall be an affirmative factor in the evaluation of the Vendor for selection for a Phase Two Contract. A Vendor that has not reached agreement with the AOC as to the terms of the Phase Two Contract by the date specified in Section III.1.2 will not be considered for award. As a part of its final proposal, the Vendor shall sign the Phase Two Contract in the form negotiated with the AOC after all terms and conditions have been agreed upon, and the AOC shall have 45 days from the date of the AOC's receipt of the Vendor's signed Phase Two Contract to enter into the negotiated Phase Two Contract with such Vendor unless

such period is otherwise extended by the parties. The AOC shall have no obligation or liability to the Vendor or any third party should the AOC elect not to enter into the Phase Two Contract with either or both Vendors.

III.5.4. Termination of Phase One Contract

If the AOC determines, in its complete discretion, that contract negotiations are not proceeding successfully with a Vendor and that a satisfactory contract agreement is not likely to be reached, the AOC may exercise its rights under the Termination clause of the Phase One Contract and terminate the Phase One Contract. The AOC may choose to enter contract negotiations with another Vendor that submitted a Phase One Proposal.

III.5.5. The Vendors' Final Phase Two Proposal

The Vendor's negotiated SOW, Price Schedule and contract terms and conditions shall constitute the Vendor's final proposal for the Phase Two Contract.

III.6. Phase Two Contract Award

III.6.1. Evaluation Criteria

The AOC intends to award the Phase Two Contract to the Vendor whose contract as negotiated represents the best value after evaluation in accordance with the factors in the solicitation. The proposed contract meeting all RFP requirements with the lowest price may not be selected if award to a higher priced proposal provides best value in the judgment of the AOC. The closer the proposed contracts are in technical and other factors, the more important price may become in the award decision. The AOC reserves the right to add more detailed evaluation factors with respect to its selection of the Vendor for the Phase Two Contract.

III.6.2. Waiver of Terms/Rejection of Proposals

The AOC may or may not waive an immaterial deviation or defect in a proposal. If the AOC determines that both Phase Two Vendors have not met one or more mandatory requirements, the AOC may in its sole discretion elect to continue the evaluation process and select the Vendor that provides the best value.

III.6.3. Proposal Preparation Costs

Except for the Contract Price of the Phase One Contract, the AOC is not liable for any cost or expenses incurred by Vendors in the preparation of its proposal, for all activities in the negotiation of the contract terms and prices or for attendance at any conferences or meetings related to this

procurement or the awarded Phase One Contracts. The AOC shall not be liable for any additional costs incurred by the Vendor for any delay in the Phase Two Contract award, irrespective of the cause of that delay. The AOC is not liable for any amounts for Phase Two performance incurred prior to the date that a Phase Two Contract has been approved and executed by the AOC.

III.6.4. Contract Term

The negotiated Phase Two Contract will have an initial term of three (3) years with an option for the AOC to extend the term for two additional two (2) year renewal terms. The AOC and judicial branch expect to establish a long-term relationship with the Vendor, in order to permit costs and fees to be distributed properly over a sufficient time period. The term of that relationship, however, shall necessarily be subject to State budget appropriations and must be subject to provision permitting termination for convenience by the AOC.

III.6.5. Contract Award

The AOC intends to award a contract to one Vendor for Phase Two work, although the AOC reserves the right to make two awards, so long as consistent with the Contracts negotiated with each of the awardees. Award(s) shall be made by the AOC signing the Contract negotiated with the selected Vendor. Written notice of award will be given promptly to the Vendor not selected for award.

IV. SIZING INFORMATION

IV.1. Baseline Assumptions for Phase One Proposal

Presently the AOC cannot determine the date when individual courts will decide to participate in the Technology Center or the extent of the courts' participation in the Technology Center. Therefore, to ensure that it receives comparable proposals, the AOC has provided in Appendix F the number of courts and volumes of usage that the Vendor shall utilize in preparing its Phase One Proposal. The Vendor should not assume that these volumes necessarily will occur in Phase Two.

IV.2. Volume of Activity for Phase Two

The AOC will encourage certain of the courts to make use of the Technology Center at the earliest possible time. However, it is possible that the AOC, with respect to certain courts, may elect to pursue alternatives, including alternative data centers. The Vendor shall identify in its Phase One Proposal the features that it believes will encourage

courts to join the Technology Center as early and as fully as possible, within the requirements set forth elsewhere in this RFP.

IV.3. Application Information

The applications running in the Technology Center will be SAP (fiscal) and Sustain case management software, other case management system software applications to be defined (e.g., ISD, ACS and Vision) and other supporting applications such as the ACS Jury System and the JSI Jury + system. The listed CMS vendors are identified because they have applied for CMS certification with the AOC. In addition, a Human Resources software application and a payroll software application are scheduled to be identified in the fourth quarter of 2002 and installed in the first quarter of 2003.

The case management system is the main application used within the court for management of cases. This application is the repository for all cases and all events associated with each case. Currently, there are multiple CMS applications running throughout the state. Many counties are running numerous CMS systems in support of different case types. The AOC is in the process of identifying CMS applications to use in the shared services environment.

The chart set forth in Appendix J depicts the distribution of CMS applications by county as of June 2001.

IV.4. Volume Information

IV.4.1. User Information

Courts communicate with local and state users. Local users include agencies associated with the county that the court is located in and include other interested parties that the courts share information with. State users include agencies where there is a direct need for information exchange including agencies that the Courts have a reporting relationship with. These users include but are not limited to:

1. Local Justice Partners/Users

Sheriff	Police
Jail	Public Defender
Private Attorney	District Attorney
Grand Jury	Local Bar
General Public	Business (e.g., small claims)
Community Services	Employees of the Court

Probation

County Governments

Social Services

Parks Department

Elections Board

County Counsel

2. State Justice Partners/Users

Courts of Appeal

Supreme Court

Administrative Office
of the Courts

Department of Motor Vehicles

State Social Services

Department of Justice

California Highway Patrol

State Controller

Legislative Analyst's Office

Department of Corrections

Schools

State Licensing Agencies

Franchise Tax Board

State Public Defender

Consumer Affairs

IV.4.2. Illustrations and Data

Appendix K sets forth additional volume information with respect to the courts.

Figure 3 in Appendix K illustrates the flow of information within trial courts and between the courts and state and local users.

Appendix L represents the trial courts' business model. The facilities management entity shown in the model represents the facilities management functions for the Technology Center.

The map set forth in Appendix M and the corresponding list show the regional organization of the trial courts.

- The Bay Area/Northern Coastal Region
- The Northern/Central Region
- The Southern Region

V. CONTENT AND FORMAT OF PROPOSALS

V.1. Economy of Presentation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to meet the mandatory requirements and desired features of this RFP. Excessive information in response to a question may impair the AOC's ability to properly evaluate the Vendor's response. The maximum page limit for the Vendor's Phase One Proposal is 100 pages, exclusive of financial information provided in response to Part VII.

V.2. Executive Summary

The Vendor must provide an Executive Summary of its Phase One Proposal. The Executive Summary should be a "high-level", general overview of how the Vendor proposes to accomplish the requirements of this RFP. The details of the Vendor's proposal are to be provided in response to Part VI of this RFP.

V.3. Phase One Proposal Format

V.3.1. Responses to Functional Requirements and Technical Proposal Requirements

Set forth in Part VI are the functional requirements, including components and services, that are mandatory for the Vendor to meet and a list of issues for the Vendor to address in its technical proposal for that functional requirement. The Vendor will offer a menu of technology services that courts may choose to take advantage of or not, depending on their individual technology requirements, current support services and cost sensitivity. The Vendor must be able to meet all of the functional requirements and all elements of each corresponding technical proposal from the first day of the Phase Two Contract unless otherwise expressly specified in this RFP. If a requirement is described in further detail elsewhere in this RFP, the requirement shall be deemed to include such further detail. The Vendor shall state in detail, how the technology requirements will be met for each functional requirement and corresponding technical proposal.

In the Phase One Proposal, the Vendor shall state whether it will meet, and the extent to which it is capable of meeting, each functional requirement and will provide a technical proposal that addresses all topics for which a response is requested. The Phase One Proposal shall cite the numeral/alphabetical reference point (e.g., IV.4.2.1, Monitoring –Question A) and restate the question followed by the response to that question.

V.3.2. Appendixes

The Vendor shall create Appendixes to its Phase One Proposal for documentation that supports the Vendor's Phase One Proposal (e.g., financial statements). Proposals must conform to the specified format in Parts III and V, and elsewhere in this RFP. Failure to do so may result in disqualification.

V.4. Submission

The entire proposal, including responses to requirements and pricing spreadsheets, must be submitted electronically in Microsoft Word format on CD-ROM. In addition, one original and four (4) hard copies shall be submitted to the address shown below. The original shall be clearly marked "original." Proposals shall be marked "Phase One Proposal." Each envelope or box containing the submission shall be labeled with the name of the Vendor and the title "Phase One Proposal." Proposals shall be mailed or delivered to:

Emily Strachan
C/o Pat Yerian
Administrative Office of the Courts
Information Systems Division – Third Floor
455 Golden Gate Avenue
San Francisco, CA 94102-3660

A Vendor that does not provide a proposal meeting all RFP requirements may be eliminated from any further consideration

VI. MANDATORY FUNCTIONAL REQUIREMENTS AND TECHNICAL PROPOSAL

In each Section of this Part VI, the functional requirement is listed, followed by the information the Vendor is to include in its technical proposal for that requirement.

VI.1. Technology Center Facility

VI.1.1. Technology Center Facility Functional Requirements

1. The Vendor shall provide a Technology Center that:
 - a. Is located within a 150-mile radius of San Francisco, California
 - b. Is equipped with electrical, heating, and air conditioning to support the computer processing

- and network equipment for the SAP application running the modules set forth in Appendix G
- c. Is equipped with redundant or backup electrical, heating and air conditional capabilities
 - d. Has fire and smoke detection capabilities
 - e. Is physically secured by visual monitoring devices and controlled access through the use of card key or other identification devices
 - f. Provides a separate isolated footprint for all computer and network equipment
 - g. Is scaleable and readily expandable to accommodate new applications and users
 - h. Has disaster recovery capabilities (disaster recovery services are not restricted to the geographic requirement set forth above) that can restore production processing, as follows:
 - (i) Case Management Systems – 24 hour recovery time
 - (ii) SAP Application – 48 hour recovery time
 - (iii) Desktop Applications – 72 hour recovery time

VI.1.2. Technology Center Facility Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Identify the location of the Technology Center and the date the building was constructed. Identify any major building enhancements or upgrades since initial construction.
- B. Describe the working space at the site that the Vendor will provide for AOC staff and other guests who have auditing and/or oversight responsibility.
- C. Describe space available and expansion plans. Describe how scaleable the space is and how much flexibility the Vendor has in ramping usage within the facility as some or all of the courts migrate to the Technology Center.

- D. Describe to what extent other client processing, if any, will be occurring in this site.
- E. Describe electrical services within the building: transformer types and sizes, redundancy, switchgear capacities, provisions for equipment failures, etc.
- F. Describe heating and air conditioning equipment: type of refrigerant used, age of equipment, redundancy of units and/or of cross-connection of ductwork in case of failure, equipment maintenance plans under contract, methods, natural gas service supply to site, and routing within building. Detail use of multi-zone temperature control systems.
- G. Describe fire protection (suppression) systems: type and reliability of water supplies, codes or standards used, design criteria, equipment installed (mfg and dates), gaseous suppression systems, type of system, standards used, and back-up or “hot” supply provisions.
- H. Describe fire/smoke detection systems: equipment installed (manufacturer and dates), type of system, standards used, maintenance contracts and off-site monitoring.
- I. Describe plumbing systems within critical areas and areas subject to damage from failed systems.
- J. Describe juxtaposition or vulnerability to risk factors including highways, rail lines, aircraft traffic, flood (localized or widespread), and civil unrest.
- K. Describe earthquake defenses. Does the Vendor have any geographical advantages? Does the Vendor have a seismic engineering assessment available for review?
- L. Describe in detail the equipment receiving and storage controls.

VI.2. Technology Center Network

VI.2.1. Technology Center Network Functional Requirements

1. The Vendor shall design a network to support the Technology Center.
2. The Technology Center must be supported by a network to provide adequate communication and exchange of data among the Technology Center, the courts, local justice partners, and the State.

The network to support the Technology Center must have the following features:

- a. A WAN connecting the Technology Center to the courts, state agencies, the internet, application providers, and local justice partners
- b. a WAN to provide monitoring and support for local trial court LAN/WAN/MAN administration
- c. a LAN to support the Technology Center

VI.2.2. Technology Center Network Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's network design capabilities.
- B. Given that the Technology Center is designed to support new applications, describe how the Vendor will develop a network design to support the flow of information to and from the trial courts, the state, and other public agencies. Describe the process that will be used.
- C. Describe the resources needed from the AOC and the courts to complete the design.
- D. Describe the Vendor's plan to find and evaluate the capabilities and associated costs of network providers (including state-owned networks) to assist the AOC with the selection process
- E. Describe what requirements are needed to successfully monitor and maintain the network.
- F. Describe Vendor's knowledge of other state networking resources.
- G. Has the Vendor worked on the design or been responsible for maintaining and operating any other public network?
- H. Is network design and operation a core competency of the Vendor? If it is not, identify the subcontractor that will have primary responsibility for this piece of the project.

Refer to Appendix I for a list of network requirements.

VI.3. Local LAN/WAN/MAN

VI.3.1. Local LAN/WAN/MAN Functional Requirements

1. Courts may require local LAN/WAN/MAN support. The Vendor will support such networks in the same manner as provided in Sections VI.6 and VI.7. The Vendor also is required to have the capability of remotely monitoring and assisting in problem resolution for the following areas:
 - a. Local area network (LAN): The LAN includes connectivity to local network switches and network backbone support. The Vendor's responsibility will include performance and hardware.
 - b. Wide area network (WAN): The WAN includes all wide area network connections between trial court sites within the county and any other wide area network connections originating from the court. For example, most courts have a connection from the court directly to its county. The Vendor's responsibility will include performance, hardware, and carrier circuits.
 - c. Metropolitan area network (MAN): Given that most courts are located in city government complexes, many have a direct baseband connection to one of their local justice partners.
 - d. Cabling: Cabling will not be part of this offering. Cabling will be monitored at a local level.
 - e. Documentation: The Vendor will be responsible for maintaining up-to-date documentation on the LAN/WAN/MAN networks.

VI.3.2. Local LAN/WAN/MAN Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. How does the Vendor propose to monitor and troubleshoot local area network problems?
- B. What information is needed from the courts to accomplish this?
- C. What level of staff support is required from the courts to complement the support the Vendor will provide?

- D. How does the Vendor propose to monitor and troubleshoot wide area and metropolitan area network problems?
- E. Provide a sample of the type of documentation that the Vendor will provide at all three levels of networks.
- F. How does the Vendor propose to provide new account access and old account deactivation according to a preestablished process?
- G. How does the Vendor propose to manage production network changes via formal change control process?

VI.4. Managed Service Provider

VI.4.1. Managed Service Provider Functional Requirements

The Vendor is to operate and support all midrange and server processing operations. This function includes, but is not limited to, computer operations support; job management; tape management; storage and data management; output management; technical support including availability, performance and capacity management and systems programming; asset management; system security; change management; and disaster recovery. Job scheduling, batch processing and printing support will be provided by the Vendor when required to support legacy midrange systems.

The AOC will require the following managed/hosted services:

1. *Performance and availability monitoring*

The technology infrastructure shall consist of hardware, software and network components that are performing and available in accordance with the service levels set forth in the Appendixes. When situations occur that degrade performance, the Vendor will take action that will restore the service to the agreed upon service levels.

- a. **Monitoring:** The Vendor will measure performance on a daily basis and generate reports on its operating environment on a weekly basis. Reports are required after any significant hardware or software configuration change.

Hardware, application, and network components will be monitored and alarms responded to on a continuous basis during all business hours. Business hours are 7am to 8pm Monday Through Friday.

The Vendor will provide the AOC access to a comparable level of information on the monitored environment as the

Vendor uses so that problem recognition and escalation can be discussed on a real time basis.

- b. **Job Scheduling Software:** The AOC requires that job scheduler software be used by the Vendor to ensure that scheduled work or computer activities are completed in a timely manner. Its use, however, must not preclude the ability to run jobs on an as needed or ad hoc basis.
- c. **Batch Processing Jobs:** The Vendor will support batch processing jobs and be readily accessible to the AOC in cases of abnormal completion. The Vendor will document and gain AOC approval for escalation procedures specific to batch jobs. Batch job restart and recovery procedures will be documented and kept current by the Vendor. Any time that batch processing or other scheduled maintenance activities are being performed, the Vendor's Technology Center and application support staff will be made available to the AOC's IT support personnel.
- d. **Printing Support:** The printing of judicial branch output will take place at each trial court or processing center. At those sites, hardware and paper-handling duties will continue to be staffed by State employees. The Vendor will monitor jobs that create print output and will ensure that all supporting communication components within the Technology Center are available for successful remote printing.

2. *Storage device and data management*

The Vendor is responsible for storage and data management on all platforms in the Technology Center. The Vendor will be expected to manage the courts' current online and batch data, storage standards and backup requirements. The Vendor will ensure that a) archived data is retained according to application specific requirements; b) archived data can be restored from archive files in accordance with the service level requirements set forth in the Appendixes for file restoration; and c) archived data is available for use in Disaster Recovery operations. Off- site data storage is required. The Vendor will provide tapes; ensure that adequate tape inventories are available to meet courts' processing and data backup requirements; support tape processing operations to meet service level requirements set forth in the Appendixes for tape

mounts; maintain tape reliability; and provide secure tape storage off-site.

3. *Resource management*

The Vendor will document hardware and software configurations, ensuring hardware and online systems performance and availability is as described in the service levels. The Vendor will also document and perform capacity management and planning; change management procedures, a staging environment, and hardware refresh programs.

- a. Hardware Configuration: This function refers to the physical configuration of the hardware assets.
- b. Software Configuration: This function refers to the software version, applied patches, and release information.
- c. Capacity Management: Capacity management refers to the planning and control of all system components to ensure sufficient computer resources to satisfy AOC requirements and business needs. It represents the ability to handle peak usage for all agencies by providing adequate system resources (e.g., CPU, memory, channels, disk, tape, network bandwidth) and the ability to increase or decrease capacity as dictated by application usage. The AOC considers capacity management to be the responsibility of the Vendor(s).
- d. Change Management: Change management is defined as the process to communicate, assess, monitor, and control all changes to hardware, software, and network components. The Vendor must document, gain AOC approval, and implement change management procedures that ensure planned modifications are adequately tested, will not compromise current production, are documented, and are accompanied by fallback and contingency plans. All planned changes must be coordinated within the established change control procedures referenced above to ensure that 1) appropriate communication has taken place; 2) proper approvals have been received; and 3) schedules have been adjusted to minimize impact on the production environment. The Vendor also must maintain an inventory of applications and databases and

maintain version control and configuration information for all application software.

- e. **Staging Environment:** The Vendor will configure and maintain the system resources necessary for a staging nonproduction environment. The staging environment will be used to house software or new hardware that is ready for production install. This environment will be used for final user AOC acceptance testing and will be the official point of transfer to the Vendor as managed service provider. It includes the ability to test changes to existing hardware and software or to test new software for the purpose of evaluation prior to making it available to the general user population.
- f. **Hardware Refresh:** The Vendor will establish and lead the refresh program for the hardware, software, and network components located in the Technology Center. The Vendor will refresh the technology infrastructure on an on-going basis to avoid technological obsolescence.

4. *Asset Management*

The Vendor is responsible for creating and maintaining an up-to-date asset inventory database and configuration chart of all physical components of the hardware and system software supporting the courts' processing. The Vendor is responsible for ensuring preventative maintenance activities on all hardware is performed, in accordance with manufacturers' specified maintenance schedules. Vendor must ensure that all asset management activities are scheduled so that there is no negative impact to production operation.

5. *System security*

The Vendor shall ensure that system security measures exist at all points of entry into the courts' systems and will, jointly with the AOC, develop, document and maintain system security policies and procedures. The Vendor will monitor security policy compliance on an on-going basis and provide to the AOC management reports on all detected security violations and audits. The Vendor also will perform audits to ensure County policies, procedures and instructions adequately address all system security issues.

6. *Disaster Recovery*

The Vendor will develop, document, maintain and implement a disaster recovery plan that provides for (i) recovering the courts' systems within established recovery requirement timeframes after a disaster affecting court processing, (ii) holding any contracts for cold-site availability (hot site not required), (iii) coordinating disaster recovery exercises to assure readiness, and (iv) performing the recovery, if required.

7. *Hardware Procurement*

The AOC presently intends to provide the computer hardware and telecommunications equipment required to seed and maintain the Technology Center. However, the Vendor is asked to propose alternative approaches to procuring computer hardware and telecommunications equipment in Section VI.4.4.1, Hardware Configuration.

Regardless of which organization procures the hardware, the Vendor will take the lead role in planning and configuration activities that precede any hardware procurement and system software upgrade. The Vendor will produce a hardware and software specification that documents and analyzes changes.

The AOC will be notified of new component requirements 90 days prior to the desired delivery date. Technology Center hardware and software specifications will be updated to reflect the new components.

VI.4.2. Performance and Availability Monitoring Technical Proposal

VI.4.2.1. Monitoring

The Vendor shall include the following information in its Phase One Proposal.

- A. What methodologies, processes, procedures, and metrics will the Vendor employ to monitor performance and availability for all systems running in the Technology Center? What tools/software are used?
- B. What methodologies and tools will be used to manage the Technology Center network?
- C. Which Vendor organizational unit will be responsible for these functions? Where will this unit be located?
- D. What will be the AOC's role in performance and availability monitoring? Specifically, describe what level of access AOC

employees will have to the system(s) and what tools will be available.

- E. Describe how the Vendor proposes to provide technical support (e.g., print support, reaction to response time degradation, data base recovery, application troubleshooting, etc.) for AOC personnel on a daily basis. Be specific in describing how the Vendor manages the service level agreement. Describe escalation procedures and client/user communications.
- F. Describe the Vendor's policy and procedures for providing technical support for third-party software and program products.
- G. Describe the extent to which the Vendor will provide automated failover to redundant hardware systems to prevent outages to county processing due to hardware failures.
- H. Describe the resolution and escalation process if system/Technology Center network performance or availability deteriorates. Describe the Vendor's approach to correct the problems causing the deterioration.
- I. Describe the procedures for postincident review.
- J. What mechanisms, including online reports, meetings, and formal performance reviews will be used to ensure that AOC systems/Technology Center network performance and availability are maintained or improved?
- K. Describe how the Vendor will assess its actual performance against standards established by the AOC.
- L. What reports and other information will the Vendor provide to the AOC to assess the operating environment and the impact of hardware and software configuration changes?
- M. Describe the review and reporting process the Vendor proposes to track the effect of application and Technology Center network changes and additions.
- N. How does the Vendor propose accommodating any planned downtime required while still meeting the service level requirements described in the Appendixes to this RFP?

VI.4.2.2. Job Scheduling Software

The Vendor will include the following information in its Phase One Proposal:

- A. Describe how batch production will be scheduled and controlled.
- B. Describe similarity to, or dissimilarity from other clients for whom the Vendor has performed outsource duties.
- C. Describe how reruns, problem resolution, schedule revisions, emergency runs, and ad hoc runs will be handled.
- D. Describe how job scheduling will be handled for new applications.

VI.4.2.3. Batch Processing Jobs

The Vendor will include in its Phase One Proposal the batch-processing environment and will respond to each of the following issues:

- A. How much flexibility can be provided in batch scheduling? For example, if at 4:40 p.m., it is determined that an unscheduled batch program must be run that night, what must the Vendor and the AOC do to permit flexibility for such last minute changes in the nightly schedule?
- B. Will the Vendor maintain a list of application and job-specific contacts to call to request analysis and/or a fix, when a production program has an “abnormal end of task” (abend)?
- C. Describe the proposed decision-making process and personnel roles that will be followed to recover from an application abend, processing error, or media failure. Describe these processes for both prime shifts and non-prime shifts.
- D. Describe the process to be used to accommodate a request to keep the online transaction processing system up beyond its planned shutdown.
- E. Describe the method for determining whether a database must be reloaded, recovered, or revised. Define both Vendor and AOC roles.
- F. Describe how database reloads, recoveries, or reorganizations will be handled.

VI.4.2.4. Printing support

The Vendor will include the following information in its Phase One Proposal:

- A. Describe how the Vendor will provide output files to the off site print facilities.

- B. Describe how consoles for the printers will be set up to manage the print queue and operate the printers located off-site.
- C. Describe what technical issues the Vendor anticipates in operating printers that are not co-located with the systems.
- D. Describe any technology changes (hardware, software, or network) the Vendor proposes to facilitate remote printing.
- E. Describe how Vendor operations personnel will interact with trial court personnel to facilitate and ensure the highest quality delivery of service.
- F. How will print problems and job delays be communicated and escalated?

VI.4.3. Storage Device and Data Management Technical Proposal

The Vendor shall include the following information requested in its Phase One Proposal:

- A. Describe how the Vendor plans to meet the backup and recovery service levels as described in the minimum service levels agreement.
- B. Describe the Vendor's tape-processing environment (e.g., level of automation, processing routines, tape librarian's role).
- C. Describe the processes that will permit data input to applications from tapes supplied by a variety of external sources, as well as a variety of physical media (e.g., cartridge, reel, widely varying densities, formats).
- D. Describe the use and ownership of the actual tape reels and cartridges.
 - (i) Describe the Vendor's approach for ensuring physical security of court data on tapes sent to off-site storage facilities.
 - (ii) Describe how results of tape library and inventory audits will be presented to the AOC.
 - (iii) Describe how the Vendor proposes to manage tape archiving and rotation during the migration project.

VI.4.4. Resource Management Technical Proposal

VI.4.4.1. Hardware Configuration Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Provide a high-level configuration of the hardware environment using the equipment listed in Appendixes G and H.
- B. Describe how the Vendor will provide ongoing configurations of hardware buildup as the trial courts migrate to the Technology Center.
- C. Describe how the Vendor will manage hardware procurement if asked to procure hardware and how procurement requirements will be managed if the state was in charge of hardware purchasing.

VI.4.4.2. Software Configuration Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe your organization's approach to managing operating systems software releases.
- B. Describe the methods, which your organization will utilize to ensure a minimum number of operating system software versions exist in production.
- C. Describe how the Vendor proposes to make product announcements and technical documentation available to the appropriate AOC personnel.

VI.4.4.3. Capacity Management Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. What methodologies, processes, and procedures will be employed to monitor capacity issues?
- B. Describe how Vendor will allocate resources for new applications or increases in resource needs due to business changes (capacity planning process).

- C. How will the Vendor ensure sufficient capacity (cpu, disk, tape, and network configurations, etc.) to accommodate lead times on major application changes?
- D. Describe how the Vendor anticipates providing for reserve capacity.
- E. How much reserve capacity does the Vendor plan on providing for daily operations? Describe how disk storage will be managed and what processes, automated tools, etc., will be employed.
- F. Which Vendor organizational unit is responsible for CPU and disk capacity management? Where will this unit be located?

VI.4.4.4. Change Management Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the change control methodologies that will be in place to justify changes in the AOC processing environment and to ensure those changes will not adversely affect performance. Specifically address upgrades to hardware and software, including applications software. Include a description of any automated tools and audit trails in support of this process. Specifically, address the Vendor model to address compatibility and integration of new component to the existing environment.
- B. Describe the Vendor's change control methodology and tools.
- C. Describe the organizational unit responsible for change control management. Where will this unit be located?
- D. Describe what information the Vendor will provide to the AOC regarding the change management process. Could this information be made available electronically? If so, please describe.
- E. Describe what configuration documentation will be maintained and made available to the AOC upon request.

VI.4.4.5. Staging Environment Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's process for providing testing and certification of operating system and program product upgrades prior to migration to the production environment.

- B. With the wide variation of operating systems and system utilities presently envisioned, how does the Vendor propose to provide adequate test capabilities to handle multiple staging activities?
- C. On major system upgrades, the AOC may require the Vendor to perform a total system test prior to migration to the production environment, particularly on operating system upgrades. How will the Vendor anticipate handling parallel system tests?

VI.4.4.6. Hardware Refresh Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe your methodology for ensuring the most cost-effective approach to refreshing equipment and systems.
- B. Describe your organization's experiences in adapting to changing technologies and how your organization handles obsolete technologies.
- C. What is your organization's long-term vision and strategy for the use and implementation of IT and telecommunications, and how will you share savings resulting from technological improvements with the AOC?
- D. Describe how your organization will ensure that the AOC will receive the full benefits of upgrades and advances in technology, and their associated increases in productivity. Explain your approach.
- E. Describe the methodology that your organization will implement to assure the AOC that its IT and telecommunications infrastructure, systems, and applications will be kept current with industry advances.

VI.4.5. Asset Management Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's approach for on-going management of the asset inventory and configuration data. In particular, address how inventory data will be maintained for any system components shared with other customers of the proposed data center(s).
- B. Hardware is to be maintained at manufacturer's current engineering/microcode levels in accordance with the Service

Levels set forth in the Appendixes. Describe the Vendor's approach and experience in maintaining hardware configurations similar to the AOCs.

VI.4.6. System Security Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's strategy for assessing and enhancing the county's system security. In particular, describe how the Vendor intends to reduce any risks associated with an outsourcing relationship. Describe how implementing the Vendor's strategy has improved system security for other customers of the Vendor.
- B. Describe how the Vendor will address security and privacy issues which may arise should the county's processing be performed on processors shared with other provider customers.
- C. Describe what security training the Vendor's employees will be given, specifically those working in the proposed data center(s), both upon their initial hiring and throughout their employment.

VI.4.7. Disaster Recovery Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. What is the process/procedure for declaring a disaster and initiating disaster recovery actions? What are the roles of the vendor and the AOC?
- B. Describe the Vendor's policies and procedures on restoration of services to satisfy the AOC's varying requirements.
- C. Describe what information the customer must maintain at the vendor's site to effect the transition of mission-critical applications to a hot site.
- D. Describe how disaster recovery capabilities will be tested.
- E. Describe the role the AOC will play in testing and actual recovery.
- F. Describe data and software backup and recovery policies and procedures.
- G. Describe equipment that will be provided to minimize or eliminate the impact of electrical failures.

- H. What support will be provided by the vendor in the event that functions retained by the AOC (e.g., printing) suffer a disaster?

VI.4.8. Hardware Procurement Technical Proposal

The Vendor shall include the following information on its Phase One Proposal:

- A. Describe the Vendors experience with managing cost effective procurement and refresh cycles.
- B. Describe the Vendors experience with integrating hardware, software, and network components into a single set of technical specifications.
- C. Describe how the Vendor will ensure that the AOC is notified of Technology Center procurement requirements in a timely fashion so that equipment is ordered and procured within the timeframe required.

VI.5. Application Service Provider for Business and Desktop Applications

VI.5.1. Application Service Provider Functional Requirements

The applications running in the Technology Center will be SAP (fiscal) and Sustain case management software, other case management system software applications to be defined (e.g., ISD, ACS and Vision) and other supporting applications such as the ACS Jury System and the JSI Jury + system. In addition, a Human Resources software application and a payroll software application are scheduled to be identified and installed in 2004.

In addition to the business applications above, some courts may require desktop applications for office-oriented software. Listed are the applications that are currently being supported by the AOC and will need to be supported by the Vendor and available to those courts that require them.

- Microsoft Office
- Active Directory
- Exchange services
- Citrix
- Additional software as required

The AOC intends to own or license directly from third party software application vendors all software applications used by or developed for the AOC.

The Vendor is required to perform the following maintenance and support functions with regard to existing applications, as well as for new applications that have been transitioned to production. These requirements apply to all business applications, regardless of platform (e.g., midrange, server, desktop).

The AOC requires application support for the following services:

1. *Application Monitoring, Problem Identification, and Resolution.*
The Vendor shall provide and coordinate identification and resolution of application problems (e.g., system malfunctions, performance problems, and data corruption incurred with all applications) in accordance with the service levels set forth in the Appendixes. The Vendor shall also provide trend analysis to identify recurring or related problems.
2. *Maintenance and support*
The Vendor shall maintain existing and future court systems, implement maintenance to resolve production problems, implement upgrades to ensure current versions of all applications, and ensure that proper system documentation is maintained.
3. *Database administration*
The Vendor shall perform on-going database administration for all databases, including monitoring, tuning, backup, recovery, and reorganization procedures to ensure data availability and integrity. Database technologies must be exploited to ensure systems are cost effective and satisfy requirements for quality, performance, reliability, functionality and security.
4. *Information security administration*
The Vendor shall maintain and administer information security policies and procedures for all application systems, with its primary role being to ensure that security policies are implemented in an effective manner so that all court data is adequately protected.
5. *Change Control*
The Vendor shall establish and implement a change control process that covers all the applications running in the Technology Center. The Change Control Process must be approved by the AOC. The objective of the change control processes is to ensure that 1) appropriate communication has taken place; 2) proper approvals have been received; and 3) schedules have been adjusted to minimize impact on the production environment.

6. *Implementation*
The Vendor shall implement applications in such a way as to minimize disruption in the workplace, ensure data integrity, and allow for ease of future updates and problem fixes. The Vendor shall ensure continued operation of in use systems during implementation of, and transition to, replacement systems. The Vendor shall perform data conversion as required. The Vendor further shall ensure that the AOC is involved in system integration and acceptance testing prior to obtaining final AOC sign-off.
7. *Maintain Application Inventory and Configuration Information*
The Vendor shall maintain an inventory of applications and databases and maintain version control and configuration information for all application software.

VI.5.2. Application Service Provider Technical Proposal

VI.5.2.1. Application Monitoring, Problem Identification, and Resolution Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. What methodologies, processes, procedures, and metrics will the vendor employ to monitor performance and availability for application and desktop systems running in the Technology Center? What tools/software are used?
- B. Describe how the Vendor will assess its actual performance against standards established by the AOC.
- C. Describe how the Vendor's quality assurance and problem resolution processes relate to each other.
- D. Describe the resolution and escalation process if applications availability deteriorates. Describe the Vendor's approach to correct the problems
- E. What methodologies and tools will be used to manage the Technology Center applications?

VI.5.2.2. Maintenance and Support Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the method the Vendor will follow to maintain applications to meet changing technical and end-user requirements.
- B. Describe the process the Vendor will follow to ensure that all systems continue to work as designed (including managing all data-interfaces and interconnection issues).
- C. Describe the Vendor's experience in maintaining integration of disparate systems across multiple platforms.
- D. Describe the Vendor's approach for ensuring that vendor packages are kept at current versions. Describe the frequency with which the Vendor typically implements upgrades to vendor packages.
- E. Describe the process, which will be followed to keep AOC representatives aware of the availability of vendor package upgrades.

VI.5.2.3. Database Administration Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's approach to database administration.
- B. Describe the method for determining whether a database must be reloaded, recovered, or revised. Define both Vendor and AOC roles
- C. Describe how database reloads, recoveries, or reorganizations will be handled.
- D. Describe the Vendor's approach for ensuring database security. Describe methods the Vendor will implement to monitor access and identify security violations.

VI.5.2.4. Information Security Administration Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's approach to assessing the courts' application vulnerabilities and security risks.
- B. Describe how you expect the AOC to be involved in the assessment process.

- C. Describe the Vendor's proposed approach for managing the Security Administration function. Describe the extent to which the AOC will be expected to perform Security Administration.
- D. Describe the Vendor's proposed approach for implementing and supporting encryption and/or access authentication services to protect transmissions of court sensitive data. Describe any potential issues raised with the use of encryption, and the Vendor's strategy for resolving them.

VI.5.2.5. Change Control Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's change control methodology and tools.
- B. How does the Vendor propose to make product announcements and technical documentation available to the appropriate AOC personnel?
- C. Describe the training the Vendor will provide to AOC personnel regarding new features of an upgrade or on new program products.
- D. Describe the "Promote to Production Strategy" for the SAP application, explaining the change request management during the rollover of new courts to production.

VI.5.2.6. Implementation Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the Vendor's development and testing methodology.
- B. Describe the Vendor's release methodology
- C. Explain the Vendor's process for implementing upgrades to, and new versions of, third-party vendor system software packages. Describe the process from initial testing through production implementation.
- D. Describe the Vendor's approach for developing system change documentation process. Describe the Vendor's approach for maintaining a change documentation library.
- E. Conduct post-implementation evaluation and review of new system implementations with court IT, end-user representatives

and the AOC to ensure system effectiveness, usability and satisfaction.

VI.5.2.7. Maintain Application Inventory and Configuration Information Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe how the Vendor will maintain the inventory and configuration information?
- B. Describe how the Vendor will provide access to all application documentation to the AOC.
- C. Describe how the Vendor anticipates transitioning information regarding the inventory of applications and databases from the judicial branch to the Vendor and how the Vendor envisions maintaining such information and version control and configuration information.

VI.6. Help Desk and Level 1 through 3 Support

VI.6.1. Help Desk and Level 1 through 3 Support Functional Requirements

- 1. The Help Desk shall provide a single point of contact for all services provided to the courts from the Technology Center and the Vendor. The Help Desk will resolve as many issues as possible on first contact with the caller, work with third party vendor personnel to provide resolutions for Level 3 issues, take responsibility for issues reported from receipt of the call until the issue is resolved to the caller's satisfaction, and monitor and measure performance to achieve continuous improvement of Help Desk services.
- 2. The Vendor will be responsible for providing Level 1, Level 2 and Level 3 support and meeting all associated service levels set forth in the Appendixes. Level One support must be provided directly by the Vendor (i.e., not subcontracted). The Vendor also will be responsible for coordinating with third party vendors to resolve Level 3 issues and problems to the AOC and the caller's satisfaction. The AOC will supply, at least initially, resources to support Level 2 support for SAP fiscal applications problems.
 - a. **Level 1:** this is the first point of contact for end users. End user calls are answered and screened for

- the nature of the call; and the call is logged into a call tracking system and a severity level is assigned.
- b. **Level 2:** Level 2 support includes an assessment of operating environments, software versions and other basic diagnostic procedures and resolution of all issues with a known resolution or that are of an educational or training nature. Issues are worked on until resolved or escalated to Level 3, depending on the nature of the incident.
 - c. **Level 3:** Level 3 support addresses issues that have not been resolved at the previous levels and require more in-depth technical discovery and investigation. Level 3 analysts have specific expertise in duplicating problems experienced by the caller. Level 3 support will also include testing, installation and implementation of all new versions of, and patches, error corrections and bug fixes to, software applications provided by the AOC or third party vendors. Typical support representatives involved in this level are very senior in their abilities and understanding of the application and supporting environment. In some cases, such representatives may be able to identify code elements causing the problem. The severity level is typically raised and an action plan is developed until resolution or further escalation. All issues and problems that can be resolved without access to a third party vendor's source code will be resolved by the Vendor as part of Level 3 support. Level 3 support also addresses those issues and problems that require access to a third party vendor's source code to resolve the issue or problem.
3. The Help Desk functions for the SAP fiscal application will be incrementally transitioned from the AOC to the Vendor.
 4. The Vendor will be responsible for, and will meet all SLAs regarding, third party hardware and software applications. The Vendor will also:
 5. Identify and notify the applicable third party vendor of all Level 3 issues or problems; and
 6. Work directly with the third party vendor to promptly obtain and implement new versions of, and patches, error corrections and bug

fixes to, software applications (collectively, “Upgrades”), which shall include arranging for Upgrades to be made, testing the Upgrades, obtaining approvals for taking Upgrades to production, scheduling the installation of Upgrades.

7. Help Desk support will be provided Monday through Friday, 8:00 a.m. until 5:00 p.m.

VI.6.2. Help Desk and Level 1 through 3 Support Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. How does the Vendor propose to handle the interface of its help desk function with AOC help desks? The Vendor must comply with the Service Level Agreements for callbacks, notifications, response times, and resolutions.
- B. Describe the Vendor’s escalation process including how the Vendor plans to keep AOC and user personnel informed.
- C. To what degree will AOC help desk personnel have access to system logs and console commands to assist with agency-level problem determination and resolution?
- D. Describe the Vendor’s process for problem management including any software packages used, coordination required, and communications to AOC personnel.
- E. Recommend and propose the help desk solution that in the Vendor’s past experience is most effective. Describe fully, including the reason it was successful, the benefits to be realized, and potential problems.

VI.7. Desktop Support

VI.7.1. Desktop Support Functional Requirements

1. The Vendor must support a court’s desktop environment at the court’s site. If the AOC so elects, the Vendor will be required to perform hardware installation, moves, adds, and changes; on-site trouble-shooting to resolve local hardware, software, and LAN/WAN/MAN problems. Courts that have no IT support will most likely opt for this feature. Courts that are more broadly staffed will probably continue to self-support or contract with a local firm.

2. Currently, the desktop environment is supported either by the county or the court. The AOC intends to offer the courts an alternative to county and self-supporting models. The Vendor must support the following equipment and services:
 - Helpdesk (remote)
 - Move, add, changes (MAC)
 - Troubleshooting (hardware/software)
 - PC (laptops)
 - Monitor
 - Printer
 - Scanner
 - PDA
 - Server support
 - Network support
3. Desktop support will be provided Monday through Friday, 8:00 a.m. until 5:00 p.m.

VI.7.2. Desktop Support Technical Proposal

- A. How does the Vendor propose to handle the interface of its Help Desk function to remote site support during normal business hours? What time frames for callbacks, notifications, response times, and resolutions can be expected?
- B. Describe how the Vendor will support on-call/standby policies during:
 - Nonbusiness hours
 - Special situations (support)
 - End of quarter/end of year
- C. Describe the Vendor's escalation process including how the Vendor plans to keep AOC and user personnel informed.
- D. Describe what statistics, reports, and trend analysis will be made available to the AOC in order to monitor field support and satisfactions.
- E. Describe the Vendor's process for problem management including any software packages used (Remedy, Tivoli, etc.), coordination required, and communications to AOC personnel.

VI.8. Management and Key Personnel

VI.8.1. Management and Key Personnel Functional Requirement

1. The AOC requires that a full-time project manager be assigned to oversee the operation of the Phase One Contract and Phase Two Contract, including the performance of all subcontractor(s) personnel.
2. The project manager must have a minimum of ten (10) years' experience managing large projects involving data center outsourcing operations, network and telecommunications services and application services for accounts similar in scope and size to this project and must have effective oral and written communication skills, write clearly and concisely and prepare meeting documentation, and make on-going project presentations on project status and other related project topics as identified by the AOC.
3. Throughout the term of the Phase One Contract and Phase Two Contract:
 - a. The AOC will have the right to have the Vendor replace the project manager with a project manager who is acceptable to the AOC.
 - b. The project manager must be assigned full time throughout.
 - c. The project manager must not be reassigned without the written consent of the AOC.
 - d. The project manager will function as the Vendor's authorized point of contact with the AOC and must be available to respond promptly and fully to all contract requirements. Project manager responsibilities will include, but are not limited to, providing administrative, supervisory, and technical direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; and coordinating the resolution of contract problems and the implementation and enforcement of problem escalation procedures.

- e. The project manager must be an employee of the Vendor and must be authorized to make decisions on behalf of the Vendor and all subcontractors.
- 4. In addition to the project manager, the Vendor will provide sufficient technical support personnel to be assigned to the project to adequately provide the services defined in this RFP. The AOC has the right to require additional Vendor support personnel and require replacement of Vendor support personnel.

VI.8.2. Management and Key Personnel Technical Proposals

VI.8.2.1. Project Management Technical Proposal

The Vendor shall include the following information in its Phase One Proposal for both Phase One and Phase Two. In each of the items below, Vendors must describe their approach to project management during Phase One and all portions of Phase Two, including by way of example installation, transition and operational stages of Phase Two.

- A. Describe the project management team structure, along with the roles and responsibilities of all team members.
- B. Describe in detail project management processes, methodologies, and procedures.
- C. Describe in detail how the Vendor will conduct planning for this project. Identify Vendor participants in the planning phase of the project.
- D. Describe what AOC/judicial branch resources will be necessary for the project to succeed.
- E. Describe what automated tools will be used in managing this project.
- F. Describe how AOC management will be apprised on project status.
- G. Describe the change management procedures to handle such things as “out-of-scope” requests or changing business needs of the judicial branch.
- H. Describe what procedures will be used to keep the project on track and what escalation procedures will be employed to address any problems with project progress.

- I. Describe what quality assurance processes, procedures, formal reviews, etc. will be in place over and above the day-to-day work of the project team.
- J. Describe how both parties will work together to permit contract flexibility to accommodate changing judicial branch business needs.
- K. Describe what customer satisfaction surveys the Vendor proposes that will be jointly administered by the Vendor and the AOC.
- L. Describe the proposed conflict resolution/escalation process between the Vendor and the AOC to handle contractual disputes.

VI.8.2.2. Project Manager Technical Proposal

In its Phase One Proposal, the Vendor shall include the following information:

- A. Identify the project managers.
- B. For each of the project managers, provide a reference for each of his or her last two (2) projects consisting of company name, address, phone number and contact person (maximum limit is one-half page).

VI.8.2.3. Support Personnel Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Provide an organization chart for the assigned project team (maximum of one (1) page).
- B. Provide a brief one-half page biography for each key employee assigned to the project. The information provided should include the name, classification, time with company, previous related experience (last three years), and the specific reason why the individual is assigned to the project and his or her responsibilities.
- C. Describe how employees are managed and evaluated.
- D. What is the percent of turnover of key personnel and all other staff for each of the last five (5) years in each of the segments of the Vendor's organization that will be responsible for providing the services described in this RFP?

- E. Will the Vendor personnel assigned to support the AOC be committed full time? If not, what percentage of each individual's time will be devoted to the services described in this RFP?

VI.8.2.4. Roles/Use of Subcontractors Technical Proposal

If a Vendor plans on using subcontractors, the Vendor shall include the following information in its Phase One Proposal:

- A. Describe the roles of all proposed subcontractors.
- B. Describe what internal escalation and problem resolution processes will be in place to handle performance problems with subcontractors.

VI.9. Migration

VI.9.1. Migration Functional Requirement

1. The Vendor is to implement a prompt and seamless transition of services, without interruption, from the judicial branch's current services to those within the scope of this RFP. If awarded a Phase One Contract, the Vendor shall develop a migration plan as one of the deliverables under the Phase One Contract. The Vendor's migration plan shall include, among other things, the manner in which the Vendor will assume responsibility after the effective date of the Phase Two Contract for: the provision of services; assumption of major projects; management of assets and resources; communication with the judicial branch's departments, other public entities, and private entities and the judicial branch's current third-party contractors; and subcontractor relationships and arrangements. The details and timing of the migration plan will be included in the definitive Phase Two Contract as agreed upon between the AOC and the Vendor.
2. The Vendor will perform all activities required to migrate the courts' computer operations to the Technology Center and to manage and maintain all processing facilities before and after migration, including hardware and applications. The Vendor will migrate the courts' application processing into its proposed Technology Center, with minimal impact on the judicial branch's ongoing business operations.

VI.9.2. Migration Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe any pre-migration system preparation activities that will be required. In particular, describe changes that may be needed to existing system software configurations, application systems, and batch processing operations. Describe how the Vendor expects the AOC to be involved in any pre-migration system preparation activities.
- B. Describe how the Vendor will ensure an orderly migration, and continued operation, of the judicial branch's applications to the proposed data center(s). In particular, describe how the Vendor will manage any risk associated with migrating the judicial branch's data and programs to the proposed Technology Center.
- C. Describe how the Vendor will ensure that production, and service levels, are not impacted immediately before, during, or after a court's migration.
- D. Describe the process, which will be used to review progress during the migration project. Describe how you expect the AOC to be involved in the progress review process.

VI.10. Service Levels

VI.10.1. Service Levels Functional Requirements

1. The Vendor must achieve the service levels set forth in the Appendixes and elsewhere in this RFP. The Vendor is further expected to improve its performance continually throughout the term of the Phase Two Contract.
2. Application- and network-specific requirements are supported and detailed in the Appendixes. The Vendor is required to meet all application and network-specific requirements specified in this RFP.
3. The Vendor's proposed environment must accommodate service levels that mandate no single point of failure.
4. There will be pre-defined processes by which the AOC can add, change or delete existing service level as appropriate to reflect new applications, new technologies, additions and changes in the Vendor's responsibilities, and improved performance of the services. The Vendor will, in the ordinary course of performing

the services, seek to identify methods of improving service levels wherever commercially reasonable and shall notify the AOC of such possible improvements.

5. The courts and the AOC operate 5 days a week, from 8:00am to 5:00pm Pacific Time. However, operating hours extend before and after these hours. Business and desktop applications must be available to the user community Monday through Friday, from 7am to 8pm Pacific Time. The Vendor must also be able, at the AOC's request, to extend the hours that applications are made available, and the Help Desk and desktop support are provided, to evenings and weekends as well. Batch and maintenance must be conducted outside of the user production windows unless there is no impact to the user community or unless otherwise agreed in advance with the AOC. Maintenance and conversions will be performed during evenings and, if approved by the AOC in advance, on weekends for scheduled, non-urgent items.

VI.10.2. Service Levels Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. The service levels provided are intended to be representative but not inclusive of the service levels that the AOC would require under the Phase Two Contract. In addition to responding to these service levels, describe in detail the Vendor's recommended service levels that it will commit to and implement pursuant to the Phase Two Contract. For each service level Vendor recommends, the Vendor shall also describe the recommended process for collecting the required information to determine Vendor's performance relative to each service level and the measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable service levels.
- B. Describe Vendor's tools and processes that will be used to monitor service levels.
- C. Describe what access the AOC will have to monitoring tools and information.
- D. Describe how the Vendor will ensure continual improvement of service levels throughout the term of Phase Two.
- E. Describe any additional recommended service levels that the Vendor can support and how.

VI.11. Prime Contractor and Direct Services Functional Requirement

1. Throughout Phase One and Phase Two, the Vendor must be the prime contractor for all services and/or obligations that are subcontracted and must guarantee the performance of its subcontractors, including, by way of example, guaranteeing that subcontractors meet all service level requirements. Further, the AOC will consider the Vendor to be the sole point of contact with regard to contractual matters with subcontractors, including payment of any and all charges resulting from the cost of any subcontract. The Vendor is responsible for all payments and liabilities of all subcontractor(s). The AOC reserves the right to approve or reject, in writing, any proposed subcontractor. If the State rejects any proposed subcontractor in writing, the Vendor shall assume the proposed subcontractor's responsibilities. The Vendor may propose another subcontractor if, in the AOC's judgment, it does not jeopardize the effectiveness or efficiency of the Phase One Contract and Phase Two Contract. Any subcontractors will be subject to AOC approval. Nothing contained in the RFP, the Phase One Contract or the Phase Two Contract shall create or be construed as creating any contractual relationship between any subcontractor and the AOC.

2. The Vendor must not subcontract and, therefore, shall be the direct supplier of the following services:
 - All services described in this RFP as Managed Service Provider services.
 - All services described in this RFP as Applications Services Provider services for either SAP or an AOC-certified case management system (CMS) application.
 - Level 1 Help Desk support

All other services may be subcontracted by the Vendor with the approval of the AOC.

3. The Vendor shall be responsible for ensuring that each of the AOC's third party subcontractors providing services within the scope of or relating to the services to be provided by the Vendor performs such services (i) in accordance with the requirements of such third party subcontractors' agreements with the AOC, and (ii) to the extent feasible under such agreements, performs in a manner that ensures that the functional requirements of this RFP are met and the service levels set forth in the Appendixes to this RFP are achieved.

VI.11.2. Prime Contractor and Direct Services Technical Proposal

- A. Describe the services that the Vendor will subcontract and the respective subcontractors.
- B. Describe the process by which the Vendor will ensure that third party subcontractors of the AOC perform in accordance with their agreements with the AOC.
- C. Describe how the Vendor will, to the extent feasible under the agreements between the AOC and its subcontractors, ensure that the AOC's subcontractors perform in a manner that ensures that the functional requirements of this RFP are met and the service levels set forth in the Appendixes to this RFP are achieved

VI.12. Integration of Existing Resources and Initiatives

VI.12.1. Integration of Existing Resources and Initiatives Functional Requirements

1. Existing State Networks

A number of State agencies own and operate statewide networks to support their needs. For example, the Teale Data Center operates an extensive network that spans the entire State for the Department of Motor Vehicles (DMV). It is desirable that the Technology Center network for Phase Two not be "re-created," but instead utilize, to the maximum extent feasible, an existing system that has available resources.

2. AOC Initiatives

In addition, a number of statewide technology initiatives are under way to support the Judicial Council's strategic objectives. The Vendor shall, to the maximum extent feasible, integrate AOC initiatives into the Vendor's performance of Phase Two. These initiatives include:

- Defining and implementing a minimum infrastructure standard in 15 of the trial courts identified with immediate needs; project completion the end of calendar year 2002
- Creating a unified LAN/WAN network architectural standard for the 58 superior courts
- Upon acceptance of the network architecture, developing and implementing the standard in 11 Bay Area Courts; implementation of the remaining courts to proceed over a 24 month period

- Defining requirements for a statewide network
- Creating a service bureau environment for five trial courts that are in immediate need of desktop and application support
- Reducing the number of case management systems not meeting the State or trial courts' requirements by establishing CMS certification criteria
- Identifying and implementing applications to support trial court administrative functions (e.g., Human Resources (HR) and Fiscal)
- Identifying and implementing data-sharing capabilities between the courts and their justice partners, both state (e.g., Department of Motor Vehicles and Department of Justice) and local

Vendors can refer to the Judicial Council Web site at <http://www.courtinfo.ca.gov/reference/rfp/archive.htm>) for archived information on some of the projects listed above.

VI.12.2. Integration of Existing Resources and Initiatives Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe the process by which the Vendor will evaluate the information and capacity of the state's existing data networks to determine the best use of those networks in the Vendor's performance of Phase Two.
- B. Describe how the Vendor will work with the AOC and the state facility to structure an arrangement to make the maximum feasible use of the state network's capability.
- C. Describe the process by which the Vendor will assess the initiatives now underway and incorporate the results of that assessment into its Statement of Work for Phase Two.

VI.13. Transition Services at Phase Two Contract Conclusion

VI.13.1. Transition Services Functional Requirements

1. The Vendor shall provide full, complete, and timely cooperation from the Vendor and all subcontractors in disentangling the

- relationship in the event that the Phase Two Contract expires or terminates, regardless of the reason for termination.
2. The Vendor shall provide to the AOC, the judicial branch or a new service provider, at the AOC's option, all information and assistance to ensure the smooth transition of services and functions being provided by the Vendor or its subcontractors.
 3. The AOC shall have the right to extend offers of employment to any or all of the Vendor's personnel working on the project, and the Vendor will provide reasonable access to such personnel while not interfering with the AOC's efforts.
 4. The AOC shall have the option of purchasing at the lesser of market value or net book value all hardware and other equipment used by the Vendor primarily to provide services to the judicial branch.
 5. The AOC will have the option of assuming any contracts for those services provided by third parties to the Vendor primarily for the judicial branch.
 6. Transition assistance will be provided for a minimum of six (6) months and up to twelve (12) months at the AOC's option.
 7. Transition assistance will include but not be limited to consulting services, data center planning, telecommunications planning, communicating all information about configuration of software, networks, data center operations and other systems or services to the judicial branch or a new service provider, compiling listings and documentation, transitioning databases, testing, and provision of hardware and other equipment to the extent practicable.
 8. The Vendor further will allow the AOC and judicial branch or the new service provider access to all noncommercially available systems, tools, infrastructure, or processes that have been employed in servicing the judicial branch, in accordance with methods and procedures to be agreed upon and established in the Phase Two Contract.

VI.13.2. Transition Services Technical Proposal

The Vendor shall provide the following information in its Phase One Proposal:

- A. Describe any pre-transition preparation activities that will be required to transition the services provided by the Vendor for the

Shared Services Environment Project to the AOC or a third party, and the Vendor's role in performing these activities.

- B. Describe the processes the Vendor will use to ensure a smooth and orderly transition of services, with continued operation, to the AOC or a third party and how the Vendor will manage risk associated with such a transition.
- C. Describe how the Vendor will ensure that production and service levels are not impacted before, during or after a transition to the AOC or a third party.
- D. Describe how the Vendor will review the progress during the transition and how the AOC will be involved in such a review.

VI.14. Implementation Schedule

VI.14.1. Implementation Schedule Functional Requirement

The AOC has elected to outsource the Shared Services Environment Project in part because the AOC lacks the resources to implement the project within the timeframe required. The selected Vendor will have the commitment, capability and resources to implement the services within the timeframes specified by the AOC. Accordingly, the Vendor shall deliver all deliverables and accomplish all milestones in accordance with the delivery dates and milestone schedules for Phase One and Phase Two. A preliminary schedule for Phase One is set forth in Section III.1.2. The milestone schedule for the first stage of Phase Two implementation is set forth in Appendix O.

VI.14.2. Implementation Schedule Technical Proposal

The Vendor shall include the following information in its Phase One Proposal:

- A. Describe how the Vendor will ensure that the delivery dates and milestone schedules set forth in this RFP are achieved.
- B. Describe the specific resources, in terms of personnel, requisite skill sets, and other resources, the Vendor requires from the AOC to achieve the delivery dates and milestone schedule.

VII. VENDOR BACKGROUND INFORMATION, COMPANY PROFILE AND EXPERIENCE

VII.1. Background Information and Company Profile

The AOC requires the Vendor to be a reputable company of strong financial standing experienced in the delivery of data center and application outsource services.

Provide the following information for the Vendor:

- A. Complete name and address.
- B. Federal identification and/or social security number.
- C. Unemployment compensation number.
- D. If incorporated, state in which incorporated.
- E. A short narrative description of the Vendor's organization, including organization charts and indication of company officers where applicable.
- F. Principal type of business.
- G. Total number of years in business.
- H. Number of years providing services similar to those requested in this RFP.
- I. An audited profit and loss statement and balance sheet for the Vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC during the evaluation process. These financial statements must be contained in a separate volume as appendixes to support the Technical Proposal.
- J. Is the Vendor currently in the process of filing for bankruptcy?
Has the Vendor filed for bankruptcy in the past five (5) years?
- K. What are the Vendor's total revenues during each of the last three (3) fiscal years?
- L. How many Technology Centers does the Vendor currently operate in support of outsourcing customers?
- M. What is the annual contract value of the Vendor's three (3) largest outsourcing and support contracts?
- N. What is the percent of turnover of key personnel and all other staff for each of the last three (3) years in the segment of the Vendor's organization that will be responsible for providing the services described in this RFP?
- O. If subcontractors are proposed for this RFP, describe the Vendor's contract management process for subcontractors included in the Vendor's Proposal and provide copies of signed formal agreements

(e.g., teaming agreement or any other legally binding document), if any exist, between the Vendor and each proposed subcontractor. These formal agreements must be contained in a separate volume (appendixes to support the Technical Proposal) as defined in III.2.3, Proposal Format.

VII.2. Subcontractors

VII.3. If subcontractors are proposed for this RFP, answer the following for each subcontractor. Subcontractor name and address.

- A. Federal identification and/or social security number.
- B. Unemployment compensation number.
- C. If incorporated, state in which incorporated.
- D. A short narrative description of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- E. Principal type of business.
- F. Total number of years in business.
- G. Number of years providing services similar in size and scope to those requested in this RFP and any previous, current and future engagements that any of the proposed subcontractors have with the AOC, the State or any federal, state or local government agencies or entities.
- H. An audited profit and loss statement and balance sheet for the subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the State during the evaluation process. These financial statements must be contained in a separate volume.
- I. Is the subcontractor currently in the process of filing for bankruptcy? Has the subcontractor filed for bankruptcy in the past five (5) years?
- J. What is the percent of turnover of key personnel and all other staff for each of the last three (3) years in the segment of each subcontractors' organization that will be responsible for providing the services described in this RFP?

VII.4. Experience

The AOC requires the Vendor and its subcontractors to have prior experience in all aspects of the services described in this RFP for clients similar in size and scope to the AOC (see Section IV, Sizing Information). Describe the Vendor's experience as it pertains to providing data center outsourcing services, networking and telecommunications services, and application services similar in size and scope to those required under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly).

- A. Provide information for a minimum of three (3) and a maximum of five (5) engagements within the past three (3) years under which the Vendor provided data center outsourcing services, networking and telecommunications services, and application services similar in size and scope to those required under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly). The Vendor shall include the following information:
1. Client name
 2. Address
 3. Contact person
 4. Phone number
 5. Time available
 6. Type of work performed
 7. Period work was performed
 8. Brief description of scope of work
 9. Related project information
- B. For engagements performed for governmental agencies or entities (state, federal, or local) within the past three years, describe all engagements under which the Vendor provided data center outsourcing services, networking and telecommunications services, and application services similar in size and scope to those required under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly).
- C. Identify any key personnel proposed for this project who worked on any of the above engagements. Describe their experience, roles and responsibilities.
- D. For each of the above engagements and any other engagements under which the Vendor has provided data center outsourcing

services, networking services, telecommunications services, or application services, list any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past three (3) years. Explain the reasons for early terminations. In addition, provide the following information for each such engagement:

1. Client name
 2. Address
 3. Contact person
 4. Phone number
- E. For the Vendor and each proposed subcontractor, provide three (3) customer references, for services similar to those described in this RFP. Provide a brief description of the work performed.
- F. Provide the name and title of the contact person and alternate contact person who can provide detailed information regarding the Vendor's or subcontractor's performance. For each reference provide the following:
1. Client name
 2. Address
 3. Contact person
 4. Alternate contact person
 5. Phone number
 6. Time available
- G. If the Vendor intends to subcontract, describe the Vendor's experience in managing subcontractors.
- H. If the Vendor intends to subcontract, describe the Vendor's experience with each of the proposed subcontractors.

VIII. PRICING

No pricing data will be included in the Vendor's Phase One Proposal.

During Phase One performance, each selected Vendor shall develop prices for Phase Two using the Excel pricing templates at Attachment 4. All fields must be completed. If an item does not apply, the Vendor shall so indicate with zero (0). Failure to propose a price as required will be interpreted as a no price charge to the AOC.

Pricing proposals shall distinguish between different pricing models and usage breakpoints. All assumptions and parameters shall be documented.

APPENDIXES A THROUGH O TO BE ATTACHED

[Separate Attachments]

ATTACHMENT 1 – DVBE

Proposer Name: _____
RFP Project Title: _____
RFP Number: _____

The State’s goal of awarding at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprises (DVBE) has been achieved for this project. *Check one:*

Yes _____ (**Complete Parts A & C only**)
No _____ (**Complete Parts B & C only**)

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

- 0 = Prime or joint contractor
- 1 = Prime subcontractor/supplier
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THIS CONTRACT.

PRIME CONTRACTOR

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____
Nature of Work: _____ Tier: _____
Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____ %
2. Company Name: _____
Nature of Work: _____ Tier: _____
Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____ %
3. Company Name: _____
Nature of Work: _____ Tier: _____
Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____ %
- GRAND TOTAL: DVBE _____ %

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THIS CONTRACT.

1. List contacts made with personnel from state or federal agencies and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. List the solicitations that were submitted to potential DVBE contractors (company name, person contacted, and date) to be subcontractors. Solicitation must be job-specific to the plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<i>Company Name:</i>	
<i>Contact Name and Title</i>	
<i>Telephone Number:</i>	
<i>Nature of Work</i>	
<i>Reason Why Rejected</i>	

<i>Company Name:</i>	
<i>Contact Name and Title</i>	
<i>Telephone Number:</i>	
<i>Nature of Work</i>	
<i>Reason Why Rejected</i>	

<i>Company Name:</i>	
<i>Contact Name and Title</i>	
<i>Telephone Number:</i>	
<i>Nature of Work</i>	
<i>Reason Why Rejected</i>	

CERTIFICATION *(to be completed by proposer)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 et seq. of the Government Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year.

Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000, and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer:</i>	
<i>Name (Printed) of Person Signing for Proposer:</i>	
<i>Title of Above-Named Person:</i>	
<i>Date:</i>	

PART C – CONTRACT AMOUNT CERTIFICATION

To be filled out by all proposers.

I hereby certify that the “Contract Amount,” as defined herein, is the amount of \$_____. I understand that the “Contract Amount” is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer:</i>	
<i>Name (Printed) of Person Signing for Proposer:</i>	
<i>Title of Above-Named Person:</i>	
<i>Date:</i>	

ATTACHMENT 2 –PROFESSIONAL SERVICES AGREEMENT

[Separate Attachment]

ATTACHMENT 3 – MINIMUM TERMS

[Separate Attachment]

ATTACHMENT 4 – PRICING TEMPLATES

[To be Provided by AOC after first publication]