

VENDOR QUESTION AND RESPONSE LOG

TECHNOLOGY CENTER REQUIREMENTS ASSESSMENT

RFP # IS-101805B

No.	DATE	REFERENCE	QUESTION	RESPONSE
1	Mon 11/14/2005 11:35 AM		Can you send me copy of the above referenced RFP?	<p>The AOC does not mail out RFP documents. The subject RFP documents are available for downloading and printing at the following link:</p> <p>http://www.courtinfo.ca.gov/reference/rfp/techctr-rfp.htm</p>
2	Mon 11/14/2005 12:48 PM	Section 2.5.1A. Page 13	<p>_____ is unclear about the definition of "Excluded Contractor". We are assuming that this relates only to those contracted services as provided through SBS and a potential subcontractor to them in delivering those services.</p> <p>Is _____ considered to be an "Excluded Contractor", where we do provide managed network services to the Judicial Branch, but not as part of the SBS contract?</p>	<p>The term "Excluded Contractor" is defined in Section 2.5.1 A of the RFP as (i) firms or companies that are primarily engaged in the business of providing information technology infrastructure support services including deskside support,[or] help desk, and (ii) have annual revenues exceeding ten million dollars. The "and" means that both disqualifiers MUST be present in order for a firm or company to be deemed an "Excluded Contractor". A firm or company that meets only one but not both of the disqualifiers would NOT be deemed an Excluded Contractor.</p> <p>If a vendor provides, and markets themselves as providing, primarily "information technology infrastructure support" and their annual revenues exceeded \$10 million, then the AOC would consider that vendor to be an "Excluded Contractor" irrespective of the amount of expertise or experience that vendor has demonstrated. However, should a vendor provide primarily consulting services and markets themselves as primarily providing those services, then the AOC would not consider such a vendor to be an "Excluded Contractor" regardless of the amount of their annual revenue. Certainly the AOC would expect, and require, that such a vendor had demonstrated</p>

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				<p>expertise and experience in consulting and providing information technology infrastructure support services.</p> <p>A vendor should, however, consult with their legal counsel to make a final determination as to whether they would be considered an "Excluded Contractor" prior to engaging in the effort of producing and submitting a proposal in response to this RFP.</p>
3	Thu 11/17/2005 12:27 PM		<p>What is the timetable to define requirements and produce an RFP for the outsource deal?</p> <p>Basically, how long will the consultants have to produce an RFP after the contract is awarded?</p>	<p>An RFP is not a deliverable. Any RFP issued as a result of the work performed will be issued by the AOC.</p>
4	Fri 11/18/2005 8:27 AM	Sections 4.4.1 and 4.4.2	<p>Sections 4.4.1 and 4.4.2 seem to be asking for the same information in regards to work experience and references. Does the AOC really want this information duplicated? Can the proposer provide this information once and reference the other section in the second section?</p>	<p>4.4.1 refers to your firm's qualifications and expertise. 4.4.2 refers to you firms references. Please provide the responses separate as specified.</p>
5	Fri 11/18/2005 8:27 AM	Section 4.7.4	<p>Section 4.7.4 dictates the terms of allowable expenses. This section seems to exclude out-of- San Francisco area companies from proposing on this RFP by specifying that all travel needs to be pre-approved. Is that the intent of the AOC's wording or is there other language that is more specific to out-of-San Francisco area contractors and their allowable expenses?</p> <p>Or is the alternative pricing model language meant to handle out-of-state vendor expenses?</p>	<p>No language within this document precludes companies located outside San Francisco from responding to the RFP.</p> <p>Contracts awarded by the Judicial Council of California / Administrative Office of the Courts may provide for allowable travel expenses, when applicable, whether the contractor is local or out of area/state, and may contain the language set forth in Section 4.7.4 without change or modification (unless an alternative pricing model such as firm-fixed price per trip is negotiated). For this RFP, the AOC expects vendors to specify all travel requirements, including the number of trips, the purpose of each trip, the name and/or title of the traveler, trip duration, etc., as part of their proposal.</p>

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				<p>This detailed trip information is then included in a finalized contract, and generally constitutes the “pre-approved written travel plan”.</p> <p>Alternative pricing model refers to methods of developing the cost proposal other than the methods used in Section 8.8, Attachment H.</p> <p>The alternative pricing model is not meant to handle out-of-state vendor expenses. It is an option solely included as an alternative or optional approach to simplify record keeping for both the contractor and the AOC in the actual provision of the contracted services. Vendors must ensure that their proposals contain the detailed travel plan specified by the RFP before proposing any alternative plans or pricing models.</p>
6	Fri 11/18/2005 8:27 AM		<p>If we have consultants traveling each week to / from San Francisco for this project, is it your intention that your project manager will need to approve every trip home for each of our traveling consultants?</p> <p>Or are traveling consultant costs automatically approved? For example, if the Project Manager disapproves the travel for one of our consultants to get the San Francisco, how will the work get done?</p>	<p>Travel expense reimbursement terms are explained in section 4.7.4. At the discretion of the AOC Project Manager, travel plans submitted may cover multiple trips.</p> <p>Please see the AOC’s response to Question #5.</p>
7	Fri 11/18/2005 8:27 AM		<p>Also, the daily travel rate seems to be too low. Daily hotel and meals, including taxes, in San Francisco for less that \$150 is almost impossible. The Federal GSA Per Diem rate table for San Francisco hotels is \$130/night, plus expenses and the Meals and Incidentals per diem rate is \$64/day. Does the AOC have special hotel rates that would allow those cost ceilings to be met?</p>	<p>Reimbursement rates are to remain as specified in this RFP. Federal GSA Per Diem rates are not relevant to Judicial Council of California / Administrative Office of the Courts contracts with respect to reimbursement amount limits for allowable travel expenses. As set forth in Section 4.7.4.B.2, the reimbursement limits are in accordance with the guidelines set by the California Victim Compensation and Government Claims Board (a State of California agency) and constitute the maximum amount the AOC will reimburse for allowable</p>

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				travel expenses regardless of where the vendor is based.
8	Fri 11/18/2005 8:27 AM	Section 1.2	<p>Are there any other details available on the specifics of the current technologies and size of the contract? Anything that gives more detail beyond the information in section 1.2 would assist vendors in sizing the effort associated with this project, such as:</p> <p>a. Number of constituents, and locations being supported</p> <p>b. Staff Size supporting CCTC (SBS and CCTC)</p> <p>c. Annual cost of the Siemens Contract</p> <p>d. Size of CCTC budget, including their share of "Shared Services"</p> <p>e. Are the nine apps mentioned here the only ones or are there others?</p>	<p>The data center (CCTC) will support all trial, appellate and superior court locations. The AOC continues to evaluate opportunities for installing and managing other applications/services at the CCTC.</p> <p>The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement</p> <p>Regarding cost of Siemens Contract and size of the CCTC budget - See #20</p>
9	Fri 11/18/2005 8:27 AM	Section 5.1 B	<p>Section 5.1 B states that "Other deliverables are due between December 13, 2005 and January 27, 2006". Since the proposal is due on Dec. 9 and the contract is not expected to be executed until February 17, 2006, are these dates erroneous? If so, what are the real dates? If not, what are the deliverables that are expected before award date?</p>	<p>The dates for the deliverables in 5.1.B will be modified to accommodate the date the contract is executed.</p>
10	Fri 11/18/2005 8:27 AM	Section 5.1.B	<p>Section 5.1.B talks about a market analysis but provides little detail on the expectations around this deliverable. Can you provide your expectations on this deliverable?</p>	<p>Please refer to section 5.2.1.</p>
11	Fri 11/18/2005		<p>The current contract with SBS expires in March 2006 but you don't intend to award the contract for this work</p>	<p>The AOC will work with SBS to identify mutually agreeable solutions for bridging the existing agreement</p>

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	8:27 AM		until 2/2/06 (Section 2.1.A). This schedule would seem to contradict the needs of the JCC. The project as you have it outlined cannot be completed in one month AND allow JCC to react to the deliverables by end of March, 2006. How do you plan to address or what expectations do you have for the winning vendor in addressing this apparent conflict in dates?	while the new agreement is negotiated. The winning vendor will be expected to structure the project and deliverables in a manner that supports fast track negotiations and agreements.
12	Fri 11/18/2005 8:27 AM	Section 1.2.2 B	Section 1.2.2 B does not mention or suggest that the AOC intends to go out to bid for outsourcing its CCTC; Section 5.1 I states that they want the consultant to assist AOC in drafting an RFP; Section 5.2 does not list the RFP as a deliverable. Please clarify your consultant expectations in regards to an outsourcing RFP and also how the timing of the RFP fits into the short timeframe between the award date and the SBS contract end date.	Since the AOC issues its own RFP's, an RFP is not a deliverable. However, the input and assistance to develop an RFP would be a deliverable. See response to #19.
13	Fri 11/18/2005 8:27 AM	Section 5.2.2 B 2	Section 5.2.2 B 2 talks about a "survey". Is it your expectation that the consultant will conduct an actual marketplace survey as part of this project or is the consultant to use its knowledge and previous work experience in providing this information?	The AOC expects that the winning bidder will have the requisite experience and market data readily available to complete such an analysis.
14	Fri 11/18/2005 10:04 AM		The contract with Siemens Business Services (SBS) is scheduled to expire in March 2006. The start date for the contract for the Technology Center Requirements Assessment is estimated to be February 17, 2006. Does the AOC intend to extend the SBS contract given the timetable for the Assessment project? If an extension will be processed, what is the expected term(s) of the contract extension?	Please refer to response #11.
15	Fri 11/18/2005 10:04 AM	Section 1.2.1.B	What is the contract value for the contract with SBS? How many users/customers, applications (in addition to the nine listed in Section 1.2.1.B), desk tops,	See #20. At this time, the AOC prefers not to provide this level of detail. The AOC expects vendors submitting proposals

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			<p>servers, and other relevant IT inventory information are encompassed within the SBS contract?</p> <p>Is there a fixed number of FTEs specified in the SBS contract?</p> <p>If so, what is the number of FTEs provided for in the SBS contract?</p>	<p>to provide their best pricing based on the vendor's work plan to complete the scope of services required by the RFP.</p> <p>The value of the AOC's contract with SBS is not relevant to the requirements of this RFP.</p>
16	Fri 11/18/2005 10:04 AM		<p>Does the SBS contract include all of the AOC's applications and systems?</p> <p>Which applications/systems are not included in the SBS contract?</p> <p>Who is responsible for maintaining and managing these systems?</p>	<p>The contract does not include all of the judicial branch applications, systems and IT services. The AOC prefers not to itemize the applications, systems and IT services excluded from the SBS contract. The AOC continues to evaluate opportunities for installing and managing other applications/services at the CCTC.</p>
17	Fri 11/18/2005 10:04 AM		<p>What is the existing governance structure within the AOC that provides management and oversight for the SBS contract?</p> <p>Who manages and oversees the SBS contract currently?</p>	<p>For the purposes of responding to this RFP, the AOC prefers not to provide this information.</p> <p>The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement</p>
18	Fri 11/18/2005 10:04 AM	Paragraph 5.1.B	<p>In Section 5, Scope of Services, Paragraph 5.1.B, the RFP language requests performance of a market analysis to identify the model that best represents the AOC as a customer for outsourcing its technology infrastructure. This deliverable is due within 3 weeks of the start of the contract. Other deliverables are due between December 13, 2005 and January 27, 2006. Please clarify and confirm the deliverable schedule</p>	<p>Refer to the response in #9.</p>

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			and due dates.	
19	Fri 11/18/2005 10:04 AM	Paragraph 5.1.I	In section 5, Scope of Services, Paragraph 5.1.I, the RFP language states "The consultant shall assist the AOC in drafting a Request for Proposal (RFP) for outsourcing the AOC's technology center; consulting services would include recommending evaluation criteria and a process for selecting the service provider. It appears that the Deliverables specified in Section 5.2 map to the Scope of Services in Section 5.1 A-H. Please confirm whether 5.1.I is a deliverable. Does the AOC request that vendors propose RFP Development services, i.e. statement of work, development of evaluation criteria, vendor selection support, etc.?"	<p>At this time, the AOC does not intend to issue an RFP for the services provided by SBS. The primary objective is to negotiate the terms of a contract extension with SBS. This may include restructuring a large portion of the existing statement of work.</p> <p>The AOC does have the option of soliciting new vendors for the services currently provided by SBS. This would only occur if the AOC and SBS could not reach agreement on the terms of the contract extension.</p> <p>The AOC authors its own RFPs. The winning bidder will be asked to provide assistance such as development of evaluation criteria and methodology.</p>
20	Fri 11/18/2005 11:58 AM	1.2	What is AOC's budget for this project?	The AOC prefers not to provide its estimated value of the project. The AOC expects vendors submitting proposals to provide their best pricing based on the vendor's work plan to complete the scope of services required by the RFP.
21	Fri 11/18/2005 11:58 AM	1.2	Have either AOC or SBS prepared any client satisfaction reports, performance dashboards, or similar, that would help us understand the current performance level of SBS, and AOC's current level of satisfaction? If so, can we review copies of these reports?	<p>At this time, the AOC prefers not to provide this information.</p> <p>The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement</p>

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22	Fri 11/18/2005 11:58 AM	1.2.1	<p>What are AOC's approximate annual expenditures on services under the current contract with SBS?</p> <p>Does SBS have any other business relationships with AOC?</p> <p>If so, what products or services they providing and what are the total annual expenditures that AOC makes with SBS?</p>	<p>At this time, the AOC prefers not to provide this information.</p> <p>See #20.</p> <p>The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement</p>
23	Fri 11/18/2005 11:58 AM	1.2	Can you provide offerors with an electronic copy of the SBS contract for review?	No, due to confidentiality restrictions, the SBS contract cannot be reviewed prior to award and execution of a contract.
24	Fri 11/18/2005 11:58 AM	1.2.1.B-G	<p>Are all of the listed services in Section 1.2.1.B through 1.2.1.G currently in the SBS scope?</p> <p>Are any changes in scope contemplated with the renewal of the current contract or in the contract that would replace it?</p>	Yes, all the services listed are currently in scope. While scope changes could be considered, focus will be on obtaining maximum clarity regarding services currently in scope as well as specific performance metrics.
25	Fri 11/18/2005 11:58 AM	1.2.1.B-G	Are there any other contractors involved with the provision of services that are included in the scope of services outlined in Section 1.2.1.B through 1.2.1.G?	<p>At this time, the AOC prefers not to provide this detail.</p> <p>The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement</p>
26	Fri 11/18/2005 11:58 AM	2.1.A and 5.1.B	The solicitation schedule shown in Section 2.1.A does not correspond with the deliverable schedule shown in Section 5.1.B. Can you please clarify your expected	Refer to the response to #9.

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			deliverable schedule?	
27	Fri 11/18/2005 11:58 AM	1.2.2.C	This solicitation is not expected to be complete until mid February of 2006, with expected project completion by June 2006. The outsourcing contract with SBS expires in March 2006. What does AOC intend to do at the renewal date of the current outsourcing contract with SBS?	Refer to response #11.
28	Fri 11/18/2005 11:58 AM	2.5.1.A	Please identify any professional service providers (e.g., consultants, attorneys) involved in the creation of the original contract with SBS (i.e., preparation of requirements and RFP, contract negotiation, etc.).	At this time, the AOC prefers not to provide this detail. The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement
29	Fri 11/18/2005 11:58 AM	2.5.1.A	Are any outside professional service providers (e.g., consultants, attorneys) currently engaged in any aspect of contract management or governance? If so, please identify the service providers and scope of services that they are providing. Also, please state whether or not each service provider is eligible to bid or precluded from bidding on this project, based on the scope of their current assignment or any other relationships they may have with AOC.	At this time, the AOC prefers not to provide this detail. The requested information, if deemed applicable and necessary to disclose by the AOC, will only be disclosed to the vendor selected for award of the contract resulting from this RFP, and only after the selected vendor has executed the AOC's Non-Disclosure Agreement A vendor would be precluded from bidding if it is considered an "Excluded Contractor", as specified in response #2. Also, in general, if the AOC issues an RFP, based upon recommendations by a consultant, the same consultant may be ineligible to submit a proposal to that RFP or be awarded a contract to provide services specified in that RFP.
30	Fri 11/18/2005	2.5.2.1	If a firm bidding on this project is less than three years old, will prior work experience and qualifications of the	No. Firms bidding on this project must have a solid

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	11:58 AM		<p>principals in that firm (partners or similar key executives, and personnel assigned to the project) count towards the three year minimum requirement?</p> <p>Also, please confirm that subcontractors' experience would also count towards this minimum three year requirement.</p>	<p>established track record over the past three years.</p> <p>The 3 year experience requirement is based on the primary contractor's experience. The experience is not cumulative or added.</p>
31	Fri 11/18/2005 11:58 AM	5.2.1	<p>What entities does AOC consider to be their peer group for the purposes of benchmarking pricing and service levels? Are benchmarks from the private sector (for contracts of similar size and scope) acceptable for inclusion in the peer group?</p>	<p>The AOC expects that the winning bidder will be capable of identifying the appropriate peer group. Benchmark data from the private sector would be acceptable.</p>
32	Fri 11/18/2005 11:58 AM	5.2.2.A	<p>The required deliverable "Technology Center Outsourcing Report" is to specifically include service level recommendations "based on Market Analysis." Because service levels have a direct impact on pricing, has AOC identified any key business requirements that would impact required service levels (e.g., network uptime, mean time to repair, etc.)? If so, is the consultant expected to validate these business requirements as part of their workplan? If not, is the consultant expected to develop these as part of their workplan?</p>	<p>The AOC has established service levels. The consultant will identify inconsistencies between service levels and market data within its identified peer group.</p>
33	Fri 11/18/2005 11:58 AM	5.2	<p>Does the current contract have provisions for adjusting prices and/or service levels as part of the contract renewal/extension?</p> <p>Are external benchmarks for price and service levels contractually identified as part of the renewal process?</p> <p>How does AOC intend to use the price and service level benchmarks developed in this assignment during</p>	<p>Terms of the current SBS contract will be disclosed upon award of contract. See #24</p> <p>The AOC will discuss the use of this data and negotiation strategies upon contract execution.</p>

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			contract renewal discussions with SBS.	
34	Fri 11/18/2005 11:58 AM	5.2	Section 5.1.I and the Pricing Form Task H identify an RFP as a work product for this project. The list of required deliverables in Section 5.2 does not mention an RFP. Can you please clarify?	Refer to response #20.
35	Fri 11/18/2005 11:58 AM	5.2	If during the course of this project, or as a result of this assignment the AOC decides to publish an RFP and rebid the current scope of work, will the contract awarded as a result of this solicitation include the services required to assist the AOC prepare the RFP?	The primary objective of the AOC is to reach agreement with SBS on extending the contract for services. However, if mutual agreement cannot be reached, the contract awarded as a result of this solicitation will include support services to assist the AOC in authoring an RFP.
36	Fri 11/18/2005 12:16 PM		<p>Can you provide a breakdown of the approximate number of live IP's expected by scanning location (a, b and c)?</p> <p>Scan two (2) class "C" and two (2) class "B" IP ranges (approximately 500 IP addresses total) on 25 VLANS from:</p> <ul style="list-style-type: none"> a. The Internet b. The Court interface c. Within the firewall 	This question belongs in the Network vulnerability assessment RFP; it does not apply to this RFP.