



Administrative Office of the Courts

Operations Division

Questions/Responses

No. 1 to the Request for Proposals (RFP) K20-0004-29 JIS Multiprotocol Label Switching (MPLS) Network

Ladies and Gentlemen:

The following questions for the above referenced RFP were received by e-mail and are answered and posted for all prospective Offerors. The statements and interpretations contained in the following responses to questions are not binding on the Maryland Judiciary unless the RFP is expressly amended. Nothing in the Maryland Judiciary's response to these questions is to be construed as agreement to or acceptance by the Maryland Judiciary of any statement or interpretation on the part of the Offeror asking the question.

1. Question: Appendix A (PIP Services): In order to offer best available pricing, we will be proposing to utilize our current billing platform. Can AOC Amend the Appendix A Price form?

Response: The AOC will not Amend Appendix A. However, vendor can submit an alternate pricing structure that meets vendor's current platform pricing i.e.: alternate pricing structure will be accepted if the pricing proposal does not map to the pricing proposal in the RFP.

2. Question: Appendix A (PIP Services): We found 6 addresses that needed minor adjustments to validate in our systems for quoting. Can AOC amend Appendix A to reflect these corrections?

Response: The AOC will not Amend Appendix A. However, vendor can submit an alternate pricing structure that meets vendor's current platform pricing i.e.: alternate pricing structure will be accepted if the pricing proposal does not map to the pricing proposal in the RFP.

3. Question: Appendix A (LTE circuits): Our pricing structure provides for 1 monthly charge total that covers the 8 sites listed. Can the pricing form be amended to reflect that there is only one monthly charge associated with the 8 listed sites?

Response: The AOC will not Amend Appendix A. However, vendor can submit an alternate pricing structure that meets vendor's current platform pricing i.e.: alternate pricing structure will be accepted if the pricing proposal does not map to the pricing proposal in the RFP.

4. Question: Section 2.3 (Extranet Support): Please clarify what you are asking for here when you state: Dynamic connectivity between two networks (entities) subscribed to the same provider Remote Access and IPsec. Are you asking about split tunneling and if not, please clarify?

Response: Please disregard” Remote Access and IPsec “as duplicate in this bullet. Subsequent bullet includes it as intended. Furthermore, Extranet Support refers to capability to support if necessary routes from one VRF into a different VRF that may service a different VPN site. Extranet VPNs support dynamic connectivity between several networks subscribed to the same provider and could be helpful for creating extranets with partner or vendors.

5. Question: Will the AOC provide the current systems information in terms of the number of users are supported, Current Database size, Database Management System, Number of applications are processed by the system?

Response: The number of users vary, but it is approximately 500, and some are only at certain times of the year, like during the renewal phase. There is a public search/application online system that had 5600 hits last year. Approximately 75,000 business licenses were issued last year, and about 40,000 marriage licenses. The DBMS is described in the SOW. The current DB size is not available currently.

6. Question: Section 2.3: Please provide more detail on this question with regards to Non-IP Application Support for legacy applications. Is this strictly referring to GRE tunnels over MPLS?

Response: Yes, GRE tunneling capability is an option that would address this bullet.

7. Question: Section 3.5.1: provides instruction to submit all price information in the format specified in Attachment E. Should this be attachment D that is referenced?

Response: Yes.

8. Question: Currently AOC has Internet Services and Direct Cloud Connect/Cloud Exchange Services. There are no tabs for these circuits to be priced on Appendix A. Where should we provide this pricing in our response?

Response: The AOC will not Amend Appendix A. However, vendor can submit an alternate pricing structure that meets vendor’s current platform pricing i.e.: alternate pricing structure will be accepted if the pricing proposal does not map to the pricing proposal in the RFP.

9. Question: Is there any additional guidance you can provide regarding the weight given to exceptions in the selection process?

Response: See language in Section 1.20 of the RFP.

10. Question: Does the number of specific exceptions taken have an influence?

Response: See language in Section 1.20 of the RFP.

11. **Question:** Would exceptions to certain provisions be looked on more negatively?

Response: See language in Section 1.20 of the RFP.

12. **Question:** Are proposed redlines of requirements looked on more favorably than general exceptions?

Response: See language in Section 1.20 of the RFP.

13. **Question:** Please provide a list of all Judiciary policies and procedures and links to them if possible.

Response: Policies will be given to successful bidder

14. **Question:** Attachment A, section 13: Termination for Cause: Would AOC's right to terminate be subject to the violation being a material breach? Would contractor be given the opportunity to cure?

Response: Every situation will be addressed case by case.

15. **Question:** Attachment A, section 14: Termination for Convenience: Would AOC agree that termination for convenience be subject to a negotiated fee being paid to the contractor?

Response: No

16. **Question:** Please clarify the following RFP language: "Department, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise)" What is the interpretation of statement above? Is AOC asking to review our pricing process?

Response: The AOC reserves the right to perform an audit at any time.

17. **Question:** How does AOC intend to add optional services and the related pricing?

Response: The AOC will request a proposal and pricing structure for each add on service as needed.

18. **Question:** We can provide service descriptions for the optional services outlined in this section. Does AOC have specific statements of work/requirements for these optional services as they would be needed to provide specific pricing?

Response: Not at this time.

19. **Question:** Is the assumption that our managed services include managed routers?

Response: No

20. Question: What are the VoIP requirements?

Response: We do not currently utilize VOIP, however we will likely begin using VOIP service during the contract term. We want to ensure the proposed solution can properly support VOIP, including end to end traffic prioritization (ie. QOS/traffic shaping).

21. Question: On cloud connect what is the bandwidth requirements? Is there a preference or provider (Amazon or Azure)?

Response: We do not have specific bandwidth requirements. As for provider options, the solution should support Azure at a minimum. Ideally the offeror would support most/all of the major cloud providers (Azure, AWS, Google, IBM, Oracle, etc.). The offeror should list their bandwidth tiers, cloud provider support, and related costs as part of their proposal.

22. Question: Security Services – Is there a defined scope of work for the security services needed?

Response: We do not have a defined scope for security services. The offered should provide a list of services they provide (ie. managed SIEM service, incident response retainer, etc.)

23. Question: Attachment A, section 17: Pre-existing Law: : While we understand our responsibility to comply with all laws and regulations, would AOC be able to provide guidance on which laws and regulations it considers relevant to this service?

Response: No

24. Question: Attachment A, section 21: Liability for Loss of Data: Would AOC be able to provide further guidance on how Contractor could recreate truly lost data? Can AOC delete this section in its entirety as Contractor will not be accessing, storing, or transmitting AOC data as part of the services offered under this agreement?

Response: No

25. Question: Attachment A, section 22: Subcontracting and Assignment: Can the prior written approval required here be tied to a requirement that it not be unreasonably withheld, as the State has previously agreed in the current contract?

Response: Open for later discussion

26. Question: Attachment A, section 25, Indemnification: Would the AOC agree to limit this clause to losses, damages, etc. resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws of the Contractor? Would AOC similarly agree that Contractor's indemnification obligations would not extend to any claim to the extent that it arises from (i) a negligent act of commission

or omission, an intentional tortious act, or any failure to comply with applicable laws by AOC or its agents, employees, or contractors; (ii) use or operation of a service in combination with hardware, software, firmware, or services provided by a AOC or its agents, employees, or contractors, (iii) modification of a service by AOC or its agents, employees, or contractors (other than Vendor or Vendor Agents), or (iv) instructions, directions, requirements, or specifications that were provided or required by AOC or its agents, employees, or contractors?

Response: List proposed exceptions with proposal

27. **Question:** Attachment A, section 26, Limitation of Liability: Can AOC reduce Contractor's liability from five (5) times the NTE amount to an acceptable limit of an amount equal to the NTE amount as it has done in previous and existing AOC contracts?

Response: List proposed exceptions with your proposal

28. **Question:** Attachment A, section 29 Ownership and Rights in Data: Can AOC delete these sections in their entirety as AOC is not compensating the Contractor for developing any works for hire, particularly when it comes to these services?

Response: Not Applicable

29. **Question:** Will you consider additional terms to supplement the terms of the Contract, Attachment A, as may be required for the provision of the proposed services?

Response: See language in Section 1.20 of the RFP

Issued by Yashica Forrester, Procurement Officer
May 13, 2019, 2019