QUESTIONS AND ANSWERS

- **Q1.** How many applications, servers, and endpoints do you plan to monitor? 35 physical hosts (down to 20 within the next year), 207 virtual Guests, and 227 Network Devices.
- **Q2.** How many GB of log data will you ingest daily? Unknown, the Court does not currently have a system in place.
- Q3. What is your current data retention policy? 90 days.
- Q4. Are you looking for a fully-installed, turnkey system including services? No, the Court is looking for licensing, appliances as-needed, and possibly implementation services.
- Q5. Does this need to be on-prem of is Cloud SaaS acceptable? Both are acceptable.
- Q6. If on-prem, will you be providing server hardware, OS, VMs, etc.? Yes.
- **Q7.** May we know the anticipated budget for this procurement? The Court does not provide this information.
- **Q8.** Do you have a SIEM or logging tool today? If so, what is your current EPS/GB ingest per day? The Court does not have SIEM. The Court does not have a count for that at this time.
- **Q9.** Do you have any cloud infrastructure? (AWS/Azure/GCP...etc?) If so, which ones and what assets do you have there (typy/quantity)? The Court currently uses Azure for some IIS, SQL, and AD usage.
- **Q10.** Other than what is already listed in Exhibit A Statement of Work 1.4.1, do you have any cloud apps such as Okta? If so, which ones? No major apps. The biggest one not listed is Monday.com for project management.
- Q11. Do you have on-prem infrastructure? If so, which ones and what assets do you have there (brand/type/quantity..ex..cisco/firewall/4)? Examples: Windows Servers/Workstations, Linux Servers, Firewalls, Routers, Web Proxy, Hypervisors, Switches, Load Balancers. The Court has mostly on-prem ~ 90%. 35 Dell physical hosts/servers, 207 Virtual Guests (Windows Server), and 227 Network Devices (all Cisco).
- Q12. How many users are in your environment? 1100.
- **Q13.** If you have SIEM or logging tool today, are there any assets not being ingested? The Court does not have SIEM.
- Q14. Do you have an estimate or general understanding of your expected infrastructure or data growth over the next 2 years? Storage growth is expected to grow by 1-2 TB a year. The Court does not expect further server or network growth over that time period.
- **Q15.** Of your applications to be monitored, which ones require tracing functionality versus just metrics monitoring? Please share specific details for each application. Tyler Odyssey and it's suite of tools would be the most immediate need. Need clarity on what specifics you would be looking for. It's a CMS system and the Court is in the process of upgrading to Tyler Odyssey 2022 along with upgrades to their suite of products.

QUESTIONS AND ANSWERS

- Q16. Can you please post or provide an Exhibit B Payment Provisions? See attachment to this Q&A.
- Q17. Can you also provide the format for cost portion of the proposal? No specific format required.
- **Q18.** The Court is looking for a three (3) year fixed cost bid; however, based upon the information supplied in the RFP we have no way of costing the bid. Do you have any quantities (servers and infrastructure monitoring devices, etc): 35 physical hosts (down to 20 within the next year), 207 Virtual Guests, and 227 Network Devices.
- Q19. Is the Court just looking for a rate card? Yes, a rate card would be nice.
- **Q20.** Please describe the environment the Application Performance/Infrastructure Monitoring Tool (section 1 of the SOW) is targeted for.
 - a. How much of the environment is on premise? 90%.
 - i. How many virtual servers? 35 Physical Hosts, 207 Virtual Servers. (Within the next year down to 20 physical hosts)
 - ii. What applications are targeted? Tyler Odyssey, MS SQL, IIS.
 - b. What cloud environments are currently in use? Azure.
 - i. What applications are in those cloud environments? IIS, MSSQL, M365 and AD.
 - c. What environments are planned for the three year contract period? On-Prem and Azure.
 - i. What applications are targeted for those environments? Tyler Odyssey, IIS, and MS SQL.
 - d. How many environments will be Kubernetes based in the three year contract period? None.
- **Q21.** How many users are to be measured for the User Experience Monitoring in section 1.1.3? This would be based on application, specifically Tyler Odyssey and it's suite of applications, no more than 1200 users.
- **Q22.** How many Court staff should be trained? 20.
- Q23. What are the acceptance criteria? (optional question) Decline to answer.

EXHIBIT B: PAYMENT PROVISIONS

1. COMPENSATION

The Court shall pay the Contractor for work (services and/or goods) performed under an agreement executed and resulting from this solicitation. Unless expressly set forth in the solicitation documents and subsequent executed agreement, progress or advance payments are not allowed.

2. EXPENSES

Except as expressly set forth in the solicitation documents and subsequent executed agreement, the Court is not responsible for any expenses, including but not limited to travel expenses, which the Contractor may incur in the performance of an agreement executed and resulting from this solicitation.

3. INVOICING AND PAYMENT

- A. Beginning thirty (30) days from start of each term, Contractor shall invoice the Court each calendar month for work performed the previous calendar month. Contractor shall complete the Contractor's Release form in this exhibit and submit with the June invoice every July 10th after the start of each term and with the final invoice within fifteen (15) days after expiration of each term.
- **B.** The Court shall have no obligations to pay for any work until:
 - i. One original, correct, and itemized invoice is received by the Court's Financial Services department at the email address below; and

AP@sb-court.org

- **ii.** If required, one electronic file containing the details of the work invoiced in Microsoft Excel format (.xls or .xlsx) or Microsoft Word (.doc or .docx) format is received by the Court Project Manager.
- **C.** The Court shall endeavor to remit payment within thirty (30) days from the Court's approval of an original, correct, and itemized invoice and electronic file. Each invoice shall be printed on Contractor's standard printed bill form and shall include:
 - i. The agreement number (purchase order or contract);
 - ii. An invoice number;
 - iii. Contractor's name and address;
 - iv. The nature of the invoiced charge;
 - v. The total invoiced amount; and
 - vi. Such detail as is reasonably necessary to permit the Court to evaluate the work performed.

Upon request from the Court, Contractor shall promptly correct any inaccuracy and resubmit the invoice or electronic file.

D. The Court may withhold payment if the Contractor fails to perform in accordance to the terms of the agreement. In the event an invoice or other demand for payment is disputed, the Court may withhold the disputed portion of the payment. Upon Contractor's request, the Court shall provide a written explanation of the disputed portion.

RFP 22-08 Application & Infrastructure Monitoring Tools

CONTRACTOR'S RELEASE

INSTRUCTIONS TO CONTRACTOR 1.

Check appropriate box indicating whether submission is for Fiscal Year-End period (July 1st thru June 30th) or Final for Agreement term. If Final for Agreement term falls on the same date as Fiscal Year-end period, choose Final. Submit one (1) original and (1) copy of this form with original invoice(s). The original signature below must be a person authorized to bind the Contractor.

[] FISCAL YEAR-END period – <u>DUE BY JULY 10TH of each year following start of term.</u>

Pursuant to agreement number	("Agreement") entered into between the Superior	Court of California,
County of San Bernardino ("Court") and _	("Contractor"), the Contactor	r does acknowledge
the final fiscal year-end payment has been a	requested via invoice number(s)	
	, in the amount of \$, and
dated	_, for all Work performed during the month of June. N	No other request for
payment relating to the preceding fiscal year	ar is forthcoming.	

[] FINAL for Agreement term – <u>DUE WITHIN 15 DAYS</u> after expiration of each term.

Pursuant to agreement number	("Agreement") entered into between the Superior Court of Cali	fornia,
County of San Bernardino ("Court") and	("Contractor"), the Contactor does acknow	wledge
the final payment has been requested via in	voice number(s)	
	, in the amount of \$	and
dated	_, for all Work performed under this Agreement. No other request	for
payment relating to this Agreement is forth	ncoming.	

REMINDER TO RETURN COURT PROPERTY 2.

Upon submission of FINAL invoice, unless Court has approved continued use and possession of Court property for use in connection with an extension of Agreement or another Court agreement, Contractor agrees to immediately return said property to the Court at Contractor's expense.

3. **RELEASE OF ALL OBLIGATIONS**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the Court, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement for the submission period indicated above.

Signature of Contractor's Authorized Officer

Date

Printed Name

Court Financial Services Use Only:

Amount listed above <u>must</u> be the amount paid to the Contractor for the invoice(s) stated above. Any adjustments to the invoice(s) will require this form to be corrected. Forward original to Contracts Department with copy of invoice(s).

_____ by [] check number _____ or [] EFT. Date paid ____

Signature