



DAVID J. BURNEY, AIA
Commissioner

DONALD HOOKER
Agency Chief
Contracting Officer

Date: October 6, 2006

From: Carlo Di Fava
Contract Manager, ACCO

Re: Additional Information for Requirements Contract for Job Order Contracting System (JOCS) in Connection with Various Capital Projects at Various sites in all Boroughs
PIN: 8502007VP0001P

Question:

Our approach would be to provide replacement software -- the existing system, PROGEN, in addition to being a proprietary system, is quite dated -- but the RFP requires that we support and maintain the existing software while awaiting approval by the DDC for the new software, including any changes that might be required by the DDC. Such a requirement is impossible to meet, other than through hiring the current vendor to maintain the system, which seems to defeat the purpose of the RFP.

Answer:

DDC will do everything in its power to approve the replacement software in a timely manner. The consultant is expected to maintain the existing system/software until the replacement software is approved. DDC has a perpetual license for PROGEN so it does not require the hiring of the current vendor to maintain the system.

Question:

The RFP requires a series of requirements that are not clear, seem out of date, or seem beyond the reasonable scope. What is intended by the following, all drawn from Exhibit B? Paragraph B.2.(d) -- How are these verified? Is information transmitted electronically between the DDC system and contractor systems so that verification can be handled by the software, or is information transmitted using another medium (email, hard copy)?

Answer:

The current contractors create an electronic file using PROGEN and the file is e-mailed to DDC and imported into DDC's version of PROGEN.



Question:

Paragraph B.3.(b) -- Why is the RFP requiring backwards compatibility with system intended for home use (Windows ME) and seriously outdated systems (Windows 3.1), but there is no requirement for forward compatibility? Further, in the current IT climate, shouldn't any solution that is selected be platform-agnostic? Requiring a Microsoft Windows environment excludes contractors using other operating systems.

Answer:

As long as the software is compatible with Windows XP and Windows 2000 for Desktops (PCs) and Windows 2003 and Internet explorer 6.0 for Servers.

Question:

Paragraph C.1. -- As this RFP is for providing software, with associated content, training, and support, what is the perceived role of the vendor in pre-bid meetings? The content of the project should be controlled by the DDC; thus the response by the contractor(s) will be directed at the DDC.

Answer:

The contract is not just for software but includes consulting and training services as listed on page 9 of the contract.

Question:

Paragraph D -- The use of terms "without limitation" and "as many training courses as the Commissioner may require" are of a concern, as the entire fee could be eaten up in training on the whim of the Commissioner. Would it be acceptable to place a limit on those sessions for the purposes of our proposal, with a per-training fee for those sessions required in excess of our limit?

Answer:

The fee is based on a percentage of the construction task order cost and included in that fee is the training of contractors and DDC personnel.

Question:

Paragraph D.2.(l) -- What is meant by this requirement? How is 'proper use' defined? What level of monitoring is expected?

Answer:

This requirement means that the prices and contractor's adjustment factors can not be manipulated or changed. The level of monitoring is what the Consultant sees fit to ensure that there is no room for manipulation.

Question:

Paragraph E.5 -- Please clarify 'continuous telephone support'. 24 hours a day, seven days a week? Traditional work hours?

Answer:

Continuous telephone support means traditional work hours with an emergency contact from the Consultant.