



**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

**LAWRENCE K. BAERMAN**  
Clerk

**JOHN M. DOMURAD**  
Chief Deputy

**James M. Hanley Federal Building**  
P.O. Box 7367, 100 S. Clinton St.  
Syracuse, New York 13261-7367  
(315) 234-8506  
Fax (315) 234-8654

REQUEST FOR PROPOSAL NO.: USDC-SYR-1-29-07

TITLE: "Dial Tone Service for the U.S. District Court for the Northern District of New York"

ISSUED BY: Sunday Heuser  
Contracting Officer  
U.S. District Court  
100 South Clinton St.  
PO Box 7367  
Syracuse, New York 13261-7367

DATE ISSUED: January 29, 2007

PROPOSAL DUE DATE AND TIME: March 5, 2007, 5:00 p.m. EST  
Proposals received after this date and time will be considered late

OFFER EXPIRATION DATE: Offers will be valid for 60 days unless a different period is specified by the Offeror

Dear Sir or Madam:

Enclosed please find the open market Solicitation for Local Dial Tone Services for the U.S. District Court, Bankruptcy Court and Probation Services for the Northern District of New York. Currently, the telecommunication services are provided by Broadview Networks.

Your attention is directed to the terms detailed within SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS and SECTION M EVALUATION FACTORS FOR AWARD. Questions may be submitted with the solicitation number in the subject field no later than February 26, 2007 by fax at 315-234-8654 or via email to [sunday\\_heuser@nynd.uscourts.gov](mailto:sunday_heuser@nynd.uscourts.gov). Routine questions can be directed to Sunday Heuser, Contracting Officer at 315-234-8506.

It is expected that one (1) purchase order will be awarded on or before March 16, 2007.

The attached Request for Proposal (RFP) contains a pricing schedule and the technical specifications for the Court. If you decide to submit a response to this RFP, you will need to develop and provide both a technical proposal and a price proposal. Your technical proposal shall consist of all the submittals required to be provided at the time proposals are due. Your price proposal shall consist of the prices you are offering for each individual line items. Award of this proposal will be made to the Contractor whose technically acceptable proposal offers the best overall value to the court.

Your proposal should be signed by an official authorized to contractually bind your organization and should indicate that it is valid for at least 60 days. One (1) original and two (2) copies of your Request for Proposal (RFP) should be received by the Contracting Officer, NO LATER THAN 5:00 P.M, EST. ON MONDAY, MARCH 5, 2007 at the following address:

If hand-delivered or delivery service:

Sunday Heuser, Contracting Officer  
U.S. District Court  
100 South Clinton St.  
7<sup>th</sup> Floor  
Syracuse, New York 13261

If using U.S. Postal Service:

Sunday Heuser, Contracting Officer  
U.S. District Court  
100 S. Clinton St.  
PO Box 7367  
Syracuse, New York 13261-7367

**Cost of Preparation of Proposal**

The RFP does not commit the Court to pay costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Court to the expenditure of public funds in connection with any acquisition action.

**Evaluation and Selection of Vendor**

Proposals received from the Contractors will be evaluated and selection of the Contractor will be determined based on best overall value.

The United States District Court reserves the right to:

- (a) request clarification or additional information from any Contractor at any time,
- (b) modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process,
- (c) reject any or all responses and terminate the RFP

*Final selection of the Contractor is solely within the discretion of the Court and will be contingent on the availability of funds.*

Thank you for your time and consideration. We look forward to your response.

Sincerely,

Sunday Heuser  
Contracting Officer/Procurement Administrator

attachments  
(1) RFP for Dial Tone Services

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 CONTRACT PRICING**

The Contractor shall provide local dial tone, regional, long distance and international calling in five (5) U.S. Court locations located in Syracuse, Albany, Utica and Binghamton, New York as specified in Section C of the contract.

**B.2 CONTRACT LINE ITEMS**

**CLIN 001 - Base Period (March 16, 2007 through September 30, 2007)**

**SYRACUSE:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Point-to-Point Digital T1 from Hanley Federal Building (Site 1) To US Probation - The Atrium (Site 2)	1		
001AC	Federal Access Charges for ISDN PRI & T1	3		

001AD Porting Existing Service (if applicable)

001AE Other Charges (*Itemize*)

Base Year Monthly Recurring Price: \$ \_\_\_\_\_

**Albany:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		

001AC Porting Existing Service (if applicable)

001AD Other Charges (*Itemize*)

Base Year Monthly Recurring Price: \$ \_\_\_\_\_

**Utica:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
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001AA	PRI T-1	2
001AB	Federal Access Charges for ISDN PRI & T1	3
001AC	Porting Existing Service (if applicable)	
001AD	Other Charges ( <i>Itemize</i> )	
Base Year Monthly Recurring Price:		\$_____

**Binghamton:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			
Base Year Monthly Recurring Price:				\$_____

**CLIN 002 - Option Period 1 (October 1, 2007 through September 30, 2008)**

**SYRACUSE:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Point-to-Point Digital T1 from Hanley Federal Building (Site 1) To US Probation - The Atrium (Site 2)	1		
001AC	Federal Access Charges for ISDN PRI & T1	3		
001AD	Porting Existing Service (if applicable)			
001AE	Other Charges ( <i>Itemize</i> )			

Option Period - 1 Monthly Recurring Price: \$ \_\_\_\_\_

**Albany:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period - 1 Monthly Recurring Price: \$ \_\_\_\_\_

**Utica:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period - 1 Monthly Recurring Price: \$ \_\_\_\_\_

**Binghamton:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1		2	
001AB	Federal Access Charges for ISDN PRI & T1		3	
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 1 - Monthly Recurring Price: \$ \_\_\_\_\_

**CLIN 003 - Option Period 2 (October 1, 2008 through September 30, 2009)**

**SYRACUSE:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Point-to-Point Digital T1 from Hanley Federal Building (Site 1) To US Probation - The Atrium (Site 2)	1		
001AC	Federal Access Charges for ISDN PRI & T1	3		
001AD	Porting Existing Service (if applicable)			
001AE	Other Charges ( <i>Itemize</i> )			
Option Period 2 - Monthly Recurring Price:			\$	_____

**Albany:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			
Option 2 - Monthly Recurring Price:			\$	_____

**Utica:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			
Option 2 - Monthly Recurring Price:			\$	_____

**Binghamton:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 2 - Monthly Recurring Price: \$ \_\_\_\_\_



**CLIN 004 - Option Period 3 (October 1, 2009 through September 30, 2010)**

**SYRACUSE:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Point-to-Point Digital T1 from Hanley Federal Building (Site 1) To US Probation - The Atrium (Site 2)	1		
001AC	Federal Access Charges for ISDN PRI & T1	3		
001AD	Porting Existing Service (if applicable)			
001AE	Other Charges ( <i>Itemize</i> )			

Option Period 3 - Monthly Recurring Price: \$ \_\_\_\_\_

**Albany:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 3 - Monthly Recurring Price: \$ \_\_\_\_\_

**Utica:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 3 - Monthly Recurring Price: \$ \_\_\_\_\_

**Binghamton:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 3 - Monthly Recurring Price: \$ \_\_\_\_\_

**CLIN 005 - Option Period 4 (October 1, 2010 through September 30, 2011)**

**SYRACUSE:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Point-to-Point Digital T1 from Hanley Federal Building (Site 1) To US Probation - The Atrium (Site 2)	1		
001AC	Federal Access Charges for ISDN PRI & T1	3		
001AD	Porting Existing Service (if applicable)			
001AE	Other Charges ( <i>Itemize</i> )			

Option Period 4 - Monthly Recurring Price: \$ \_\_\_\_\_

**Albany:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 4 - Monthly Recurring Price: \$ \_\_\_\_\_

**Utica:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			

Option Period 4 - Monthly Recurring Price: \$ \_\_\_\_\_

**Binghamton:**

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	PRI T-1	2		
001AB	Federal Access Charges for ISDN PRI & T1	3		
001AC	Porting Existing Service (if applicable)			
001AD	Other Charges ( <i>Itemize</i> )			
Option Period 4 - Monthly Recurring Price:			\$	_____

**SECTION C - STATEMENT OF WORK/SPECIFICATIONS**

## **C.1 BACKGROUND (JAN 2003)**

The U.S. District Court for the Northern District of New York, intends to purchase and have installed local dial tone for facilities located in Syracuse, Albany, Utica and Binghamton, New York. The street addresses assigned to the five (5) U.S. Court locations are: James Hanley Federal Building and U.S. Court House, 100 South Clinton Street, Syracuse, New York 13261 (Site 1); U.S. Probation Office, The Atrium, 2 Clinton Square, Room 370, Syracuse, New York (Site 2); The James T. Foley United States Court House, 445 Broadway, Albany, New York 12207 (Site 3); the Alexander Pirnie Federal Building, 10 Broad Street, Utica, New York 13501 (Site 4); and the Federal Building and U.S. Court House, 15 Henry Street, Binghamton, New York 13901 (Site 5). The Contractor shall furnish labor and materials to perform all the work required for the complete and prompt execution of everything described herein at the prices specified in Appendix B.

The Contractor shall furnish the services and facilities specified herein in strict accordance with the conditions, requirements, and specifications of this contract, including the incorporated technical proposal of the Contractor, as accepted by the Government. All references to time of day in this document are in eastern standard time.

The specified DS1 facilities with the digital trunks shall be connected to the District Court Clerk's Office owned telecommunications system (Avaya/Lucent Definity System) to provide local, regional, and long-distance dial tone service for the Courts..

## **C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS (JAN 2003)**

The Contractor shall provide local loop, local transport, and local access services, as applicable, to the specific service offering. This includes Intra-LATA transport services. Service must be provided to all (4) divisional office locations. The service delivery point for PBX trunking services shall be the standard carrier/user demarcation point or network side of an on-premises Private Branch Exchange (PBX) located in the Syracuse, Albany, Utica, and Binghamton Federal Buildings and Courthouses.

What follows are the requirements of each given office:

### **Albany:**

The District Court requires two (2) PRI T-1 circuits. Each circuit shall have Caller-ID/ANI (Automatic Number Identification) capability. Each T-1 shall be configured to have 23 usable channels and 1 D-Channel. The D channels shall be configured to provide back-up capability in order to ensure continuous phone service should a T-1 failure occur. The T-1s shall terminate in room 412 on the fourth floor of the James T. Foley Courthouse located at 445 Broadway, Albany, NY 12207.

The contractor in the RFP shall be responsible for "Local Number Porting" (hereinafter "LNP") the Court's current 300 DID/DOD numbers. This 300 block of numbers includes all DID/DOD between 518-257-1600 to 518-257-1899. Preference will be given to offerors who can provide DNIS (Dialed Number Identification Service) Digit translation.

Cut-over and installation date shall be on or about **April 30, 2007**.

### **Syracuse:**

The District Court requires two (2) PRI T-1 circuits. Each circuit shall have Caller-ID/ANI (Automatic Number Identification) capability. Each T-1 shall be configured to have 23 usable channels and 1 D-Channel. The D channels shall be configured to provide back-up capability in order to ensure continuous phone service should a T-1 failure occur. The T-1s shall terminate in room C233 on the second floor of the annex to the James Hanley Federal Building located at 100 South Clinton Street, Syracuse, NY 13261.

The contractor in the RFP shall be responsible for “Local Number Porting” (hereinafter “LNP”) the Court’s current 300 DID/DOD numbers. This 300 block of numbers includes all DID/DOD between 315-234-8500 to 315-234-8799. Preference will be given to offerors who can provide DNIS (Dialed Number Identification Service) Digit translation.

Cut-over and installation date shall be on or about **April 30, 2007.**

**Utica:**

The District Court requires one PRI T-1 circuit. The circuit shall have Caller-ID/ANI (Automatic Number Identification) capability. The T-1 shall be configured to have 23 usable channels and 1 D-Channel. The T-1 shall terminate in phone room on the second floor of the Alexander Pirnie Federal Building located at 10 Broad Street, Utica, NY 13501.

The contractor in the RFP shall be responsible for “Local Number Porting” (hereinafter “LNP”) the Court’s current DID/DOD numbers. This 100 block of numbers includes all DID/DOD between 315-266-1100 to 315-266-1199. Preference will be given to offerors who can provide DNIS (Dialed Number Identification Service) Digit translation.

The circuits shall be configured to route all long distance calls to the national FTS contractor.

The District Court reserves the right to add up to 10 additional numbers to this list without additional costs.

**Cut-over and installation date shall be on or about April 30, 2007.**

**Binghamton:**

The District Court requires one PRI T-1 circuit. The circuit shall have Caller-ID/ANI (Automatic Number Identification) capability. The T-1 shall be configured to have 23 usable channels and 1 D-Channel. The T-1 shall terminate in phone room in the basement of the Binghamton Courthouse and Federal Building, 15 Henry Street, Binghamton, NY 13901.

The contractor in the RFP shall be responsible for “Local Number Porting” (hereinafter “LNP”) the Court’s current DID/DOD numbers. This 100 block of numbers includes all DID/DOD between 607-779-2600 to 607-779-2800. Preference will be given to offerors who can provide DNIS (Dialed Number Identification Service) Digit translation.

The circuits shall be configured to route all long distance calls to the national FTS contractor.

The District Court reserves the right to add up to 10 additional numbers to this list without additional costs.

**Cut-over and installation date shall be on or about April 30, 2007.**

**C.2.1 BASIC SERVICE CAPABILITIES (JAN 2003)**

The Contractor shall provide the following common basic capabilities for PBX system access configurations:

\*\*The carrier shall conform to the North American Numbering Plan (NANP).

- \*\*Dual tone Multi-frequency (DTFM) dialing.
- \*\*Automatic Number Identification (ANI) for incoming and outgoing calls.
- \*\*Access to 911 service. Users should be able to obtain emergency service/assistance by dialing 911.
- \*\*Operator Assistance. Operator assistance shall be provided for any dialing difficulties and other services offered by the service operator, such as making conference calls.
- \*\*Primary Directory listings for each Court unit at each location.
- \*\*Access to the FTS2001 Federal Relay (Sprint) Service.
- \*\*Number portability. The contractor shall support existing line numbers at a government location.
- \*\*Flexible disconnect. Both/Either party.
- \*\*Off-hook Time-out.
- \*\*Release with howler and no howler.
- \*\*Call and number suppression. The court currently suppresses all outbound ANI information and this should remain the same.
- \*\*Intercept and recorded announcements. The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call cannot be completed. At a minimum, such announcements shall be provided for time out during dialing, network congestion, and other related conditions.

## **C.2.2 FEATURES (JAN 2003)**

The following features and services shall be inherent in the carrier's network:

- \*\*Directory assistance. Directory assistance (to obtain directory numbers) for the local calling area shall be provided by dialing 411 or (1-NPA-)555-1212.
- \*\*Operator assistance busy line verification
- \*\*Operator assistance busy line verification with interrupt
- \*\*Additional directory listings
- \*\*Alternate Call Directory Listings
- \*\*Reference Directory Listings
- \*\*Pre-subscribed Inter-exchange Carrier (PIC)
- \*\*Vanity Number
- \*\*Foreign Exchange Service
- \*\*Blocking caller-paid information phone numbers
- \*\*Customized intercept and recorded announcement. The Contractor shall provide customized announcements. The Contractor shall ensure that not more than one percent of all calls are delayed in excess of 10 seconds before being connected to a recording. The Contractor shall be responsible for recording the network announcements after obtaining Government approval of proposed scripts. The Contractor shall have the capability of implementing customized Government

scripts. The Contractor shall update the recorded announcement(s) throughout the life of the contract as required within 7-10 business days.

The U.S. Courts requires that the Contractor's network provide minimum service levels. In the event of carrier failure, service downtime should be reimbursed to the court. Loss of T-carrier services for greater than four (4) hours shall be reimbursed as a credit for one-whole business day's use. The credit shall be determined by calculating the average day for that month's usage pro-rated. Down-time will be calculated mutually between the alarms and monitoring system installed on the Court's PBX and the Contractor's network monitoring facility.

### **C.3 PERFORMANCE (JAN 2003)**

#### **C.3.1 DIAL TONE SERVICE PERFORMANCE PARAMETERS**

The performance parameters for dial tone service shall meet the following parameters:  
Transmission performance:

\*\*All analogue transmission parameters shall satisfy the values and ranges set forth in *Section 7, Transmission, BOC Notes on the LEC Networks* (Standard: Bellcore Pub SR-TSV-2275)

\*\*All digital transmission parameters shall satisfy the values and ranges set forth in the *High-Capacity Digital Special Access Service - Transmission Parameter Limits and Interface Combinations* (Standard: Bellcore Pub GR-342-CORE)

Grade of Service (GOS):

- (1) Terminating Calls: P.01 (Erlang-B)
- (2) Originating Calls: P.01 after dial tone (Erlang-B)
- (3) Dial tone delay: Less than one percent for delay greater than three seconds
- (4) Availability of Service: The availability shall be at least 99.5 percent. Court will monitor service through PBX.

### **C.4 INSTALLATION (JAN 2003)**

#### **C.4.1 INSTALLATION REQUIREMENTS**

The installation includes all services, equipment, accessories, cables, connectors, interface units, etc. for installed trunking services with digital and/or analogue facilities ready-for-operation by the Courts. The installation shall be performed by the Contractor as described below:

\*\*The facilities and services shall be installed at the point of demarcation on the network side of the PBX in the Communication Rooms at U.S. Court locations James Hanley Federal Building and U.S. Court House, 100 South Clinton Street, Syracuse, New York 13261 (Site 1); U.S. Probation Office, The Atrium, 2 Clinton Square, Room 370, Syracuse, New York (Site 2); The James T. Foley United States Court House, 445 Broadway, Albany, New York 12207 (Site 3); the Alexander Pirnie Federal Building, 10 Broad Street, Utica, New York 13501 (Site 4); and the Federal Building and U.S. Court House, 15 Henry Street, Binghamton, New York 13901 (Site 5)

\*\*The Contractor is responsible for providing and installing any additional distribution frames, blocks, miscellaneous hardware, termination, and cross connects required for the new facilities and services installation.



\*\*The Contractor is responsible for shipping and delivery of all related equipment and materials to the location.

\*\*All facilities and trunks shall operate correctly and satisfy the specifications under Section C.2 and perform as specified under Section C.3.

\*\*Any and all installation work shall be done in accordance with applicable standards and accepted practices. The Contractor shall provide the management, technical support, operations, training, maintenance, and customer service staff required to support this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope, complexity, and functionality and other relevant experience with tools and methodologies which are being provided for use on this contract. Installation personnel shall have received training and have a minimum of five years installation experience for the facilities and services proposed.

\*\*The contractor shall have been in business for the same or similar work for a minimum of five years.

\*\*Each person who is assigned to this contract effort and will work on the premises of the courthouse shall have a background investigation completed prior to commencing work. The contractor shall provide the names, dates of birth, and social security numbers for all such personnel upon award of this contract to the COTR. This information will be provided to the U.S. Marshal's Service. There is no charge to the Contractor for this service.

\*\*The Contractor shall coordinate the interconnection of the new facilities and services with the PBX technical representative. All facilities and services shall be in place and operational at the time of the PBX system cut-over.

\*\*The Contractor shall comply with all applicable statutory safety requirements during installation. All work and material shall comply with all state and Federal Laws, municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction. If there are violations of codes caused by the Contractor, the Contractor shall correct the situation at no additional charge to the Courts. The Contractor shall obtain all required licenses and permits at its own expense.

\*\*The Contractor shall be responsible for replacing, restoring, or bringing to original condition any damage to floor, ceilings, walls, furniture, grounds, pavement, etc. caused by their personnel and operations. Any damage or disfigurements shall be restored by the Contractor to its original condition at the Contractor's expense.

\*\*All equipment installed in the equipment room shall be connected to a common ground bus strip using number 6 AWG copper wire which shall be connected to earth ground.

\*\*The Contractor shall prepare and deliver a written inventory for all new digital and/or analogue facilities and dial-tone and trunk services consisting of the circuit identification number and telephone numbers assigned to the Courts. This inventory shall be provided at no additional charge to the court.

#### **C.4.2 IMPLEMENTATION PLAN**

The Contractor shall submit an Implementation Plan which outlines work schedule of days and hours each day that the Contractor's employees will require access to the courthouse. This plan

shall include detailed steps and dates of the full installation process. The work schedule will give specific dates for the following activities at the site: premises prepared by the courts; installation; cut-over; and acceptance testing.

#### **C.4.3 SITE PREPARATION PLAN**

The Contractor shall submit a Site Preparation Plan to the Court after the site survey that includes the following:

**\*\* Power Requirements:** The contractor shall provide the specific voltage, amperage, phases and quantities of circuits required.

**\*\*Air Conditioning, Heating and Ventilation Requirements:** The Contractor shall identify the ambient temperature and relative humidity operating ranges required to prevent equipment damage.

#### **C.4.4 MAINTENANCE**

The Contractor shall have a repair and emergency service telephone number for trouble calls. The telephone number shall be managed by a human service agent 24 hours per day, seven days per week for the term of the contract. Requests for repair or emergency restoration may be received by telephone, fax, or email.

The Contractor shall respond to requests for repair service on the same day as receipt of the request for service during the term of the contract. Same-day response to requests for repair service will be based on Monday through Friday, 8:00a.m. to 5:00 p.m. local time. Next-day repair service will be acceptable for service requests received after 4:00 p.m. local time. Response shall be satisfied by the arrival of the Contractor's service personnel at the courthouse unless the service request can be completed remotely by close of business of the same day repair service is requested.

The Contractor shall respond to requests for *emergency service* within *two (2) hours* of receipt of requests for service 24 hours per day, seven days per week during the term of the contract. Emergency service will be provided for failure of a DS1 circuit resulting in the inability to receive incoming calls or make outgoing or calls on 20% or more of the channels.

Out-of-order service shall be restored to working order within four hours after arrival for emergency service. Eight hour routine restoration shall be provided to the Court. If the trouble is determined to be the result of Court-owned equipment, the Contractor shall immediately inform the Court and the Court will assume responsibility for corrective action.

The Contractor shall keep equipment rooms, wire closets and all other areas assigned to the Contractor in clean and orderly state at all times.

The Contractor shall provide all labor, equipment, software, and other materials and expenses necessary to ensure that the service maintains the ability for users to make and receive calls on all trunks seven days a week; 24 hours a day.

#### **C.5 MANAGEMENT SERVICES**

The Contractor shall ensure that required management services are provided to the Court for the system. This includes provision of required grade of service, system upgrades, provision of features, access levels, system diagnostic analysis, software management, quality assurance

interoperability, maintenance, management and control.

### **C.5.1 TRAFFIC STUDIES**

The Contractor shall perform conventional traffic studies on the digital and/or analogue trunks and trunk groups upon request by the Court. The traffic studies shall include Peg Count and CCS (Centum Call Second) measurements for each hour for each trunk from 8:00 a.m. to 5:00 p.m. local time Monday through Friday, and cover periods no shorter than one week in duration. The Contractor shall provide the report in 7-10 business days after request by the Court.

### **C.6 COURT-FURNISHED SUPPORT**

At a minimum, the Court will provide the following items/support to the Contractor:

- \*\*The Courts will designate a telecommunications project manager who will directly assist the Contractor throughout the installation process.
- \*\*Storage space for equipment and supplies.
- \*\*On-site tour of all physical areas where cabling is to be installed.
- \*\*The Courts will provide partial design plans of the new courthouse. The design plans will show the building entrance conduit, the building demarcation, and the Court's designated equipment room.
- \*\*The Courts shall assure that all backbone (riser) cable and terminations are prepared and ready for the facilities and services installation. Site and cable preparations shall be made based on results on Contractor's site survey.
- \*\*The Court shall have responsibility for site preparation, modifications, and space improvements for enclosure, environmental control, utilities, fire safety, and security as necessary to support those telecommunications services to be housed in the courthouse.
- \*\*The Courts shall provide access to the required areas of the courthouse for the facilities and services installation. Other reasonable access, support, and information requested by the Contractor and agreed to by the Court will be supplied.

### **C.7 COORDINATION**

The Contractor shall work with the existing current Contractor to provide continuous dial tone during the cut-over period. Down time, if any, shall only occur on Saturday, December 16, 2006 unless another cut-over weekend is agreed upon by all parties.

## **SECTION D --PRESERVATION, PACKAGING, AND PACKING**

### **D.1 JP3 Clause 2-45, Packaging and Marking (JAN 2003)**

(a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

(b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

## SECTION E --INSPECTION AND ACCEPTANCE

### E.1 JP3 Clause B-5, Clauses Incorporated by Reference (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-5B	Inspection of Services	JAN 2003

### E.2 PERFORMANCE TEST PLAN

The Contractor shall provide a Performance Test Plan to the COTR. The test plan shall detail and define system tests to be conducted by the Contractor after service installation but before system cut-over. The COTR will review the plan and either provide comments for revision by the Contractor or accept the plan within ten (10) days of receipt of the plan. The Contractor shall use the plan to conduct system tests to ensure that the circuits are operating correctly and are able to function as a total system. The testing shall be conducted by the Contractor after the installation with COTR observation of the tests and results.

The Contractor's PERFORMANCE TEST PLAN shall be performed to demonstrate the following:

- (a) All facilities and trunks operate properly in both directions with the installed telephone system (PBX) and modem server;
- (b) Systems are able to seize and release all connected trunks without hangups or unintended disconnects;
- (c) Trunks are disconnected correctly;
- (d) All dialing (DTMF and dial pulsing) is correct completed;
- (e) Outgoing call routing, as specified, including local, intra-LATA, FTS VON long distance, non-FTS inter-LATA, international and 911 emergency calls;
- (f) Quality and level of transmission consistent with published specifications for facilities and services under operational traffic loads;
- (g) All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications;
- (h) Analog trunks operate during power or system outage with ground start activation, or equivalent, of trunks from stations so equipped;
- (I) Facilities and services documentation complete and on file at the courthouse; and
- (j) No noticeable, perceptible, or unacceptable noise, echo or distortion is detected.

### E.3 TEST ACCEPTANCE REPORT

The following specifications apply to the requirements for the Court's acceptance of the Contractor's service after cut-over. Formal acceptance by the Court is necessary prior to any payment to the Contractor. The Contractor shall provide the COTR with a Test Acceptance Report. This report shall be based on the results of the Performance Test Plan. The report shall include the results of the inspection, functional testing, load testing, and performance testing for each circuit installed to include all features and functionality. The Test Acceptance Report shall also outline details of the cut-over, circuit inventory, and maintenance service telephone

numbers, and escalation procedures. The Test Acceptance Report shall also contain the following:

- (a) Copy of Performance Test certification
- (b) Test results and verification sheets
- (c) Required and measured parameters for all circuits
- (d) Circuit Configuration (B8SZ/ESF, etc.)
- (e) Areas of Noncompliance
- (f) Conclusions and recommendations
- (g) Signature Block for the COTR and contractor
- (h) The contractor shall provide this report to the COTR, prior to the COTR's acceptance of the service.

#### **E.4 CONTENTION AND RESOLUTION PLAN**

In the event that the digital and/or analog facilities and dial-tone/trunk services do not operate as required by the specifications in the contract, or have failed any tests defined in the Performance Test Plan, the Contractor shall have a plan for identifying and resolving the cause of the problem(s) and isolating faults in the facilities and trunks, copper cabling, or telephone system.

The Contractor is not responsible for correcting faults associated with equipment, services, or cabling that were not installed as part of the contract. The Contractor is responsible for correcting faults associated with facilities, equipment, trunks, services, and cabling that are part of the contract.

## SECTION F--DELIVERIES OR PERFORMANCE

### F.1 JP3 Clause B-5, Incorporated by Reference (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
2-60	Stop-Work Order	Jan 2003
7-200	Government Delay of Work	Jan 2003

### F.2 JP3 Clause 2-30A, Time of Delivery (JAN 2003)

(a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. The judiciary will evaluate offerors' proposed delivery schedules to determine the offer with the most advantageous delivery time to the judiciary. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.

(b) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

### F.3 JP3 Clause 2-30B, Desired and Required Time of Delivery (JAN 2003)

(a) The judiciary desires delivery to be made according to the following schedule:

#### Desired Delivery Schedule

CLIN Item #	Quantity	Due Date
001AA	2	April 30, 2007
001AB	2	April 30, 2007
001AC	1	April 30, 2007
001AD	2	April 30, 2007

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule as follows:

#### Required Delivery Schedule

CLIN Item #	Quantity	Due Date
001AA	2	April 30, 2007
001AB	2	April 30, 2007
001AC	1	April 30, 2007

001AD	2	April 30, 2007
001AE	1	April 30, 2007
001AH		April 30, 2007

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

Offeror's Proposed Delivery Schedule

CLIN Item #	Quantity	Due Date
001AA	2	_____, 2007
001AB	2	_____, 2007
001AC	1	_____, 2007
001AD	2	_____, 2007

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

**F.4 PERIOD OF PERFORMANCE**

The period of performance for this contract is from March 16, 2007 through September 30, 2007 with four (4) one-year options thereafter. Contract options shall be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.



## SECTION G — CONTRACT ADMINISTRATION DATA

### G.1 JP3 Clause B-5, Clauses Incorporated by Reference (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
7-5	Contracting Officer's Technical Representative	Jan 2003
7-125	Invoices	Jan 2003

### G.2 JP3 Clause 7-1, Contract Administration ( JAN 2003)

(a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

### G.3 JP3 Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name:

Address:

Telephone:

Email:

Fax:

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

## SECTION H — SPECIAL CONTRACT REQUIREMENTS

### H.1 JP3 Clause B-5, CLAUSES INCORPORATED BY REFERENCE (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.uscourt.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
1-1	Employment by the Government	Jan 2003

### H.2 MEETINGS/CONFERENCES

Technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract.

Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

### H.3 PRICE MANAGEMENT

The contractor shall agree that during the contract life, the prices set forth herein shall not exceed the contractor's commercial price list (including applicable commercial discounts) and/or established tariff prices for similar (or identical) services. If at any time this should occur, the contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract.

Similar services are defined as comparable commercial technical services such as local voice dial tone (which is equivalent to the Government's Circuit Switched Service for voice) or private line (which is equivalent to the Government's dedicated transmission services)."

### H.4 FAILURE TO DELIVER SERVICE

If the contractor fails to provide an acceptable level of service in terms of it's networking, customer service and/or cannot continue to provide local services to the court, there will be no termination fees for the Clerk's office to switch to a different carrier.

## SECTION I — CONTRACT CLAUSES

### I.1 JP3 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
1-5	Conflict of Interest	Jan 2003
1-10	Gratuities or Gifts	Jan 2003
2-20C	Warranty of Services	Jan 2003
2-50	Continuity of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
2-90C	Option to Extend Services	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment.	Jan 2003
3-35	Covenant Against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to the Government	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit of Records - Negotiations	Jan 2003
3-120	Order of Precedence	Jan 2003
3-205	Protest after Award	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-20	Security Requirements	Jan 2003
7-25	Indemnification (Judiciary Property)	Jan 2003
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Jan 2003
7-85	Examination of Records	Jan 2003
7-110	Bankruptcy	Jan 2003
7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003
7-150	Extras	Jan 2003
7-185	Changes	Jan 2003
7-210	Payment for Emergency Closures	Jan 2003
7-215	Notification of Ownership Changes	Jan 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
7-230	Termination for Default - Fixed-Price Products	

**I.2 JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from the date of contract award.

**I.3 JP3 Clause 7-20, Security Requirements (JAN 2003)**

The Contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

**I.4 JP3 Clause 7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)**

Funds are not presently available for performance under this contract beyond September 30, 2007. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the contracting officer for performance and until the contracting officer receives notice of availability, to be confirmed in writing by the contracting officer.

**I.4 JP3 Clause 1.14, Multi-Year Contracts (JAN 2007)**

(d) **a. General**

This part prescribes guidance for the acquisition of products and services through multi-year contracting;

(1) Definitions as used in this subpart--

- (a) "Cancellation" means the cancellation (within a contractually specified time) of the total requirements of all remaining contract years. Cancellation results when the contracting officer notifies the contractor that funds will not be made available for contract performance for any subsequent contract year
- (b) "Cancellation ceiling" means the maximum cancellation charge that the contractor can receive in the event of cancellation.
- (c) "Cancellation charge" means the amount of unrecovered costs which would have been recouped through amortization over the full term of the contract, including the term canceled.
- (d) "Multi-year contract" means a contract for the purchase of products or services for more than 1, but not more than 5, contract years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the

appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the contractor if appropriations are not made. The key distinguishing difference between multi-year contracts and multiple year contracts is that multi-year contracts represent more than one year's commitment to a vendor without establishing and having to exercise an option for each contract year after the first.

(e) "Fixed costs" means those costs which are generally incurred on a one-time basis and include such costs as plant or equipment relocation, plant rearrangement, special tooling and special test equipment, preproduction engineering, initial spoilage and rework, and specialized work force training.

(f) "Variable costs" means costs that vary with the quantity being produced, such as labor and materials.

#### **b. Multi-year contracting.**

Multi-year contracting is a special contracting method which allows the judiciary to order products or services to meet known requirements over a period of up to a maximum of five years, unless otherwise authorized by statute. Multi-year contracts are not indefinite ordering vehicles and the solicitation and contract are limited to definite known requirements for the proposed multi-year period. Multi-year contracts may either be fully funded for the entire multi-year period at the time of award or may be funded by contract year. See Paragraph [4.1.14.e\(1\)](#) below regarding requirements to fund cancellation charges when annually funding multi-year contracts.

(1) Multi-year contracting is a flexible contracting method applicable to a wide range of acquisitions. The extent to which cancellation terms are used in multi-year contracts will depend on the unique circumstances of each contract.

(2) The funds obligated for multi-year contracts must be sufficient to cover any potential cancellation and/or termination costs; and multi-year contracts for the acquisition of products should be fully funded or funded in stages that are economically or programmatically viable. If funded in stages, the funding must always include the potential cancellation costs.

(3) The termination for convenience procedure may apply to any Government contract, including multiyear contracts. As contrasted with cancellation, termination can be effected at any time during the life of the contract (cancellation is effected between contract years) and can be for the total quantity or partial quantity (where as cancellation must be for all subsequent contract years' quantities).

#### **c. Use of Multi-Year Contracting:**

(1) Prior to issuance of a multi-year solicitation or contract, the contracting officer must prepare and obtain PE approval of a determination addressing the following factors:

(a) The need for the products or services is reasonably firm and continuing over the period of the contract; and

(b) A multi-year contract will serve the best interests of the Judiciary by encouraging full and open competition or promoting economy in administration, performance, and operation of the agency's programs. Factors which should be addressed within the required determination and finding to the extent that they are applicable include:

1) Lower costs;

2) Enhancement of standardization;

3) Reduction of administrative burden in the placement and administration of contracts;

4) Substantial continuity of production or performance, thus avoiding annual

startup costs, preproduction testing costs, make-ready expenses, and phaseout costs;

5) Stabilization of contractor work forces;

6) Avoidance of the need for establishing quality control techniques and procedures for a new contractor each year;

7) Broadening the competitive base with opportunity for participation by firms not otherwise willing or able to compete for lesser quantities, particularly in cases involving high startup costs;

8) Providing incentives to contractors to improve productivity through investment in capital facilities, equipment, and advanced technology.

**d. Type of contract.** If a fixed price multi-year contract is planned, the Contracting Officer should consider inclusion of economic price adjustment terms and profit objectives commensurate with contractor risk and financing arrangements.

**e. Cancellation procedures.**

(1) All contract years except the first are subject to cancellation. For each contract year subject to cancellation, the contracting officer shall establish a cancellation ceiling. Ceilings must exclude amounts for requirements included in prior contract years. The contracting officer shall reduce the cancellation ceiling for each contract year in direct proportion to the remaining requirements subject to cancellation. If a multi-year contract is not fully funded upon award, but is funded at the beginning of each contract year, the modification obligating each year's funds must also establish and obligate the cancellation ceiling or cancellation charge applicable in the event the contract is cancelled at the end of that contract year.

(2) The contracting officer shall incorporate in the contract cancellation dates for each contract year's requirements and the date by which funding for these requirements can reasonably be established.

**f. Payment of cancellation charges.** If cancellation occurs, the Government's liability will be determined by the terms of the applicable contract.

**g. Payment limit.** The contracting officer shall limit the Government's obligation to an amount available for contract performance. If funding at the beginning of each contract year, the contracting officer shall insert the amount for the first contract year in the contract upon award and modify it for successive contract years upon availability of funds.

**h. Termination payment.** If the contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation shall not exceed the amount specified in the contract as available for contract performance, plus the cancellation ceiling.

**i. Solicitations.** Solicitations for multi-year contracts may be awarded on either a best value or a lowest price/technically acceptable basis. In either case, the solicitation must identify all the factors related to multi-year contracting that will be considered in offer evaluation and shall including the following specific information:

(1) The requirements, by item of supply or service, for the--

(a) First contract year; and

(b) Multi-year contract including the requirements for each contract year.

(2) Criteria for comparing the lowest evaluated submission on the first contract year requirements to the lowest evaluated submission on the multi-year requirements.

(3) A provision that, if the Government determines before award that only the first contract year

requirements are needed, the Government may evaluate offers and make award solely on the basis of prices offered on that year's requirements.

(4) A provision for the vendor to propose a separate cancellation ceiling (on a percentage or dollar basis) and dates applicable to each contract year subject to a cancellation. The solicitation shall also include a requirement that the vendor provide its rationale and supporting data for its proposed cancellation ceiling(s).

(5) A statement that award will not be made on less than the first contract year requirements.

(6) The Government's administrative costs of annual contracting (only permissible if they can be reasonably established).

(7) A statement that the cancellation ceiling shall not be an evaluation factor.

(8) All other technical evaluation factors.

#### **j. Evaluation**

(1) Evaluation of offers shall involve (a) determination of the lowest overall evaluated cost to the Government for both the multiyear and the first contract year acquisitions, and (b) comparison of the cost of buying the total requirement under a multiyear acquisition with the cost of buying the total requirement in successive independent acquisitions.

(2) To determine the lowest evaluated unit price, the Contracting Officer shall compare the lowest evaluated offer on the first program year alternative against the lowest evaluated offer on the multiyear alternative as follows:

(a) Multiply the evaluated unit price for each item of the lowest evaluated offer on the first program year alternative by the total number of units of that item required by the multiyear alternative.

(b) Add the total amount for all the items to the dollar amount of any administrative costs identified in the solicitation.

(c) Compare this result against the total evaluated price of the lowest offer on the multiyear alternative.

(d) Where the multiyear acquisition is being computed on a basis other than price alone, the Contracting Officer shall conduct the evaluation based on the evaluation factors contained in the solicitation.

(e) The evaluation procedures contained in this paragraph may be modified if necessary to meet the unique circumstances of a particular acquisition.

**k. Options.** Benefits may accrue by including options in a multi-year contract. In that event, contracting officers must follow the requirements of [2.2.7](#). Options should not include charges for plant and equipment already amortized, or other fixed charges which were included in the basic contract. The total duration of a multi-year contract shall not exceed five years.

#### **l. Contract clauses**

The CO will include the following clauses in solicitations and contracts for multi-year contracts unless the prescription indicates otherwise:

(1) [Clause 4-150](#), "Cancellation Under Multi-year Contracts";

(2) [Clause 4-55](#), "Economic Price Adjustment - Standard Products" (applicable to fixed price multi-year contracts);

(3) [Clause 3-175](#), "Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multi-Year and Option Contracts)" (applicable when contracting for services on a fixed price, labor-hour or time-and-materials basis and the contract includes [Clause 3-160](#), "Service Contract Act of

1965, as amended");

(4) [Provision 4-155](#), "Evaluation of Price Proposal - Multi-year Contract";

(5) [Clause 4-160](#), "Cancellation Period and Ceiling";

(6) [Provision 4-165](#), "Price Proposal Instruction - Multi-year Contract."



**SECTION J — LIST OF ATTACHMENTS**  
*Reserved.*

**SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 JP3 Clause B-5, Solicitation Provisions Incorporated by Reference (JAN 2003)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

<b>NUMBER</b>	<b>TITLE</b>	<b>Date</b>
<b>3-15</b>	Place of Performance	Jan 2003
<b>3-60</b>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Jan 2003

**K.2 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):*

TIN has been applied for.

TIN is not required, because: \_\_\_\_\_

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying

- agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the federal government.

- (e) *Type of organization:*
- sole proprietorship;
  - partnership;
  - corporate entity (not tax-exempt);
  - corporate entity (tax-exempt);
  - government entity (federal, state or local);
  - foreign government;
  - international organization per-26 CFR 1.6049-4;
  - other \_\_\_\_\_.

- (f) *Common parent*
- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent  
 Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**K.3 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (I) the offeror and/or any of its principals:
    - (A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
    - (C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
  - ii. The offeror \_\_\_ has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may

- render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
  - (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

#### **K.4 JP3 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)**

- (a) The offeror certifies that:
  - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.
  - (2) the prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
  - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization)*;
  - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
  - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall

furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: \_\_\_\_\_  
Titles: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (JAN 2003)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	DATE
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	Jan 2003
3-90	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
3-95	Preparation of Offers	Jan 2003
3-100	Instructions to Offerors	Jan 2003
3-110	Equal Offers or Quotations	Jan 2003
3-125	Acknowledgment of Solicitation Amendments	Jan 2003
7-60	Judiciary Furnished Property of Services	Jan 2003

### L.2 JP-3 Provision 3-210, Protests (JAN 2003)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
  - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or shall have been known. Protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on

- which such filing may be made.
- (3) the protest shall include the following information:
- (i) name, address, and fax and telephone numbers of the protester;
  - (ii) solicitation or contract number;
  - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
  - (iv) copies of relevant documents;
  - (v) request for a ruling by the judiciary;
  - (vi) statement as to the form of relief requested;
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
  - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Sunday Heuser, Procurement Administrator, U.S. District Court, Northern District of New York, 100 South Clinton St., PO Box 7367, Syracuse, New York 13261-7367.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum

### **L.3 JP-3 Provision 4-1, Type of Contract ( JAN 2003)**

The judiciary plans to award an firm fixed-price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

### **L.4 Inquiries**

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN FEBRUARY 26, 2007.

All correspondence relating to the solicitation document may be faxed to 315-234-8654 or emailed to [sunday\\_heuser@nynd.uscourts.gov](mailto:sunday_heuser@nynd.uscourts.gov) or shall be submitted to:

U.S. District Court, Northern District of New York  
100 South Clinton St.  
PO Box 7367  
Syracuse, New York 13261-7367  
Attn: Sunday Heuser

### **L.5 General Instructions for the Preparation of Proposals**

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

### **L.5.1 Proposal Instructions**

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court, Northern District of New York.

The Offeror shall furnish three (3) copies of Technical and Price Proposal.

### **L.5.2 Proposal Format**

The Offeror's proposal shall consist of two parts: (i) a Technical Proposal, and (ii) a Price Proposal. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below: The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

#### **VOLUME I, BUSINESS PROPOSAL**

- Part 1: Cover Sheet
- Part 2: Section K, Representations and Certifications
- Part 3: Assumptions, Conditions, or Exceptions
- Part 4: Completed Section B

#### **VOLUME II, TECHNICAL PROPOSAL**

- Part 1: Contract Compliance - Solicitation Requirements
- Part 2: Installation Requirements
- Part 3: Performance Test Plan
- Part 4: Contention and Resolution Plan
- Part 5: Corporate Experience and Past Performance

### **L.6 Volume I: Business Proposal**

This volume of the proposal, submitted in three (3) copies, shall consist of the five sections described below:

#### **L.6.1 Part 1 - Cover Sheet**

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

#### **L.6.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)**

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.



### **L.6.3 Part 3 - Assumptions, Conditions, or Exceptions**

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

### **L.6.4 Part 4 - Completed Section B**

In this section, offerors are required to provide separate pricing for each Contract Line Item Number in Section B of the solicitation. The facilities and services and price shall include all services, including but not limited to, equipment, accessories, cables, connectors, and interface units for installed facilities and services ready for operation by the Courts. The offeror shall additionally provide supporting documentation explaining the "basis" for the proposed pricing (commercial list price, GSA Schedule, etc.) Prices shall include a complete list of all facilities and services required to satisfy the requirements stated herein. The unit prices for services shall not include federal, state, or local taxes and duties in effect on the contract date that the taxing authority is imposing and collecting of the transactions or property covered by this contract. A separate, itemized list of these taxes that would be included in the monthly invoices, including the name of the tax, jurisdiction by name, and applicable tax rate shall be provided. Excepted taxes as defined in JP3 Clause 6-40, shall be included in the contract price, but not itemized on the monthly invoices. Generic names for each required facility, service, and charge are listed in the in Section B. Because these items are referred to with different marketing names by the different providers, the Provider Designation for each Facility/Service/Charge shown in Section B shall be stated. This designation will be the marketing name the Contractor uses to refer to the facility, service, or charge listed. For example, providers may refer to the DS1 facility as DSS (Digital Switched Services), T1, HiCAP, or another designation. All prices shall be firm-fixed prices. For those Offerors whose pricing for each year is controlled by a tariff, propose a projected fixed price based on historical information for evaluation purposes only. Once the year is exercised, the price will be adjusted according to the tariff agreement. Historical prices shall be supported by documentation to show that the projected amount is reasonable.

### **L.7 Volume II: Technical Proposal**

Volume II: The Technical Proposal shall be used to determine the technical acceptability of the offeror with regard to its understanding and acceptance of the requirements set forth in the statement of work. The technical proposal shall also address the factors described below. Volume II shall consist of the following parts/sections:

#### **L.7.1 Part 1 - Contract Compliance**

In order to have an acceptable proposal, the Offeror shall acknowledge acceptance of the requirements set forth in the Statement of Work (SOW), Sections C.2 through C.8 of the solicitation. This acknowledgment should consist of the brief narrative for each SOW section and the offeror's understanding of that section.

#### **L.7.2 Part 2: Installation Requirements**

This section shall address the following requirements detailed in Section C.4 of the solicitation:

- (a) Section 1: Implementation Plan: As required in Section C.4.2 of the solicitation, the Offeror shall prepare an Implementation Plan which sets forth all of the steps associated with the project, propose realistic dates for each to be accomplished, and who is to accomplish the task (whether it be the Courts or the Contractor) to meet the required cut

over date.

Where subcontractors will be used to meet the requirements, they shall be identified, but separately identified as a subcontractor. Describe any work which will be accomplished by a subcontractor (including the percent of effort to be provided), provide the rationale for such subcontracting, and specify the lines of authority between any proposed subcontractor and the prime Contractor.

- (b) Section 2: Site Preparation Plan : As required by Section C.4.3 of the solicitation, the Offeror shall provide a description of start-up methods proposed to meet the Courts' requirements, including any Court responsibilities for preparing the premises and facilities for installation of the specified digital and analog facilities and services. The Plan shall identify crucial steps, and the impact to the cut-over date, if schedule slippage should occur.

The Offeror shall elaborate on each of the Court-listed responsibilities, as it coincides with the Contractor's Implementation Plan. Responsibilities may include steps for the preparation of the site, including what should be made available by the Courts. If the Offeror requires additional steps/tasks which need to be performed by the Courts, these shall be added and detailed.

### **L.7.3 Part 3: Performance Test Plan**

This section shall contain the offerors detailed Performance Test Plan. This plan shall include testing of all proposed facilities and services. At a minimum, the Contractor's Performance Test Plan shall be performed to demonstrate the following:

- (a) All facilities and trunks operate properly in both directions with the installed telephone systems (PBX) and modem server;
- (b) Systems are able to seize and release all connected trunks without hangups or unintended disconnects;
- (c) Trunks are disconnected correctly;
- (d) All dialing (DTMF and dial pulsing) is correctly completed;
- (e) Outgoing call routing, as specified, including local, intra-LATA, FTS long-distance, non-FTS inter-LATA, international and 911 emergency calls;
- (f) Quality and level of transmission consistent with published specifications for facilities and services under operations traffic loads;
- (g) All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications;
- (h) Analog trunks operate during power or system outage with ground start activation or equivalent, of trunks from stations so equipped;
- (i) Facilities and services documentation complete and on file at the courthouse; and
- (j) No noticeable, perceptible, or unacceptable noise, echo or distortion is detected.

All tests shall be performed according to the Offeror's Performance Test Plan, as approved by the Courts.

### **L.7.4 Part 4: Contention and Resolution Plan**

This section shall contain the offerors complete, detailed Contention and Resolution Plan. This plan shall include procedures by which the Contractor will identify and resolve problems which may surface during the course of this effort. At a minimum, the plan shall meet the requirements of Section E, Paragraph E.4.

### **L.7.5 Part 5: Corporate Experience and Past Performance**

(a) Corporate Experience: The Offeror shall provide references for up to five sites (preferably larger Government agencies) at which the services described herein have been provided, installed, and is currently being operated, in the Syracuse, NY area. At a minimum, each reference site description shall include the following information:

- Department name, names of agencies supported.
- Original contract value and duration, and total value to date of all modifications/follow-ons to the original contract.
- Technical Point of Contact: name, title, address, and telephone number.
- Contracting Officer: name, address, and telephone number.
- Description of the contract effort and the installation date.

(b) Past Performance: References provided for Corporate Experience criteria above will additionally be evaluated to assess the successful performance of the contract for which a reference was submitted. The Government will consider in its assessment the Offeror's meeting contractual schedules within proposed costs, attention to customer requirements, performance of equipment and systems, and level of customer satisfaction.

## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 JP3 Clause B-5, PROVISIONS INCORPORATED BY REFERENCE (JAN 2003)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-85A	Evaluation Inclusive of Options	Jan 2003

### M.2 Evaluation Process

#### M.2.1 General

1. This procurement is being conducted using formal source selection procedures, and contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be most advantageous to the Government in accordance with the requirements stated below.
2. The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.
3. Offerors are hereby notified that the Court may utilize a private Contractor to assist in the evaluation of proposals. This Contractor will have access to any and all information contained in an Offeror's proposal and will be subject to the appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

#### M.2.2 Evaluation Approach

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability, technical excellence, and price reasonableness. Proposals shall be initially evaluated for technical acceptability. Only those proposals found technically acceptable will be considered for evaluation of technical excellence, price, and contract award.

#### M.2.3 Technical Acceptability Evaluation

To be considered technically acceptable, the proposal shall be evaluated for the following:

1. Contract Compliance: Any Offeror failing to comply with all of the requirements of Section C.2 through C.8 shall be determined to be technically unacceptable, and shall be not be considered further for contract award. The Government reserves the right to seek clarifications or deficiency corrections prior to determining a proposal technically unacceptable.

#### M.2.4 Technical Excellence Evaluation

The Technical Excellence Factors will be evaluated to determine which proposal offers the best technical value to the government. Although price/cost is considered secondary to technical capabilities, it will be a significant criterion for award as part of an integrated assessment with the Technical Excellence Section. The proposals will be evaluated based on the evaluation factors set forth below:

#### Technical Excellence Factors

- A. Installation Requirements (L.7.2)
- B. Performance Test Plan (L.7.3)
- C. Contention and Resolution Plan(L.7.4)
- D. Corporate Experience (L.7.5)
- E. Past Performance (L.7.5)

With respect to the evaluation of Technical Excellence factors, each factor is equal importance. For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk.

The evaluation assessment of items A through E, will be depicted by narrative based on the following:

- (a) EXCELLENT: Enhanced performance and/or service level that is of benefit to the judiciary, and/or the proposed approach is of low risk.
- (b) GOOD: Satisfactory performance and/or service level and the proposed approach is of moderate risk.
- (c) MARGINAL: Reduced performance and/or service level, and/or the proposed approach is of high risk.
- (d) POOR: Unacceptable performance and/or service level and/or the proposed approach is of unacceptably high risk.

Although technical is more important than cost, as proposals become more technically equal, cost become more important.

### **M.2.5 Price Evaluation**

The offeror's proposed prices will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with the work performed under the contract. Offers that contain unrealistic prices will not be considered for award. The total price for the base period and all option years will be added together resulting in the total evaluated price.

### **M.3 Contract Award**

The Government intends to award a single contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the best overall value to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the Government will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Government's assessment of the tradeoffs between the technical excellence offered in the proposal and whether it provides added value, added capability, and/or reduces risk.

Technical evaluation factors are of equal weight. The Government may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value.

**M.4 JP-3 Provision 3-70, Determination of Responsibility (Jan 2003)**

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) is found non-responsible, that offeror will be rejected and will receive no further consideration for award. IN the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.