



United States Bankruptcy Court
Northern District of Indiana

Robert K. Rodibaugh United States Bankruptcy Courthouse
401 South Michigan Street
P.O. Box 7003
South Bend, Indiana 46634-7003

Christopher M. DeToro
Clerk of Court
Telephone: 574.968.2100

Nancy K. Noecker
Finance Manager
Telephone: 574.968.2222
Facsimile: 574.968.2231

December 30, 2005

REQUEST FOR QUOTE (RFQ)

1. Due Date

Quotes are due by 4:00 p.m. Monday, January 30, 2006.

Your quote may be emailed to: james_beatty@innb.uscourts.gov

Submit to:

United States Bankruptcy Court
401 South Michigan Street
P.O. Box 7003
South Bend, IN 46634-7003
ATTN: James Beatty, Contracting Officer

2. Questions

All questions shall be emailed to: james_beatty@innb.uscourts.gov

Telephoned questions will not be accepted.

3. Quotation Preparation

See attached Statement of Work for details.

4. Quotation Evaluation Criteria

Proposals will be evaluated in the following areas:

- a. technically acceptable
- b. technical excellence
- c. price reasonableness

5. Award

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

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, price and other factors considered, in accordance with the requirements stated below.

6. Period of Performance

The period of performance of an awarded contract is date of award through September 30, 2006, with four one-year options.

TABLE OF CONTENTS
12/30/05

	Page
Request for Quote	1
<u>Part I - THE SCHEDULE</u>	
Section A - Statement of Work	8
Section B - Supplies or Services and Price/Costs	9
B.1 Contract Pricing	9
B.2 Contract Line Items	9
Section C - Statement of Work/Specifications	14
C.1 Background	14
C.2 General Requirements and Specifications	14
C.2.1 PBX Trunking Facilities	15
C.2.2 Basic Service Capabilities	15
C.2.3 Features	19
C.2.4 Additional Features for Hybrid PBX System Access	21
C.2.5 Voice	22
C.3 Performance	23
C.3.1 Dial Tone Service Performance Parameters	23
C.3.2 User to Network Interfaces	24
C.4 Setup and Installation	25
C.4.1 Installation Requirements	25
C.4.2 Implementation Plan	27
C.4.3 Site Preparation Plan	28
C.4.4 System and Documentation	28
C.4.5 Cabling and Wiring	28
C.5 Repair and Maintenance	28
C.6 Management Services	30
C.6.1 Traffic Studies	30
C.6.2 Disaster and Recovery Services	30
C.7 Court Furnished Support	31
C.8 Coordination	32
Section D - Preservation, Packaging, and Packing	32
D.1 JP3 Clause 2-45, Packaging and Marking	32
D.2 Payment of Postage Fees	32

Section E - Inspection and Acceptance	33
E.1 JP3 Clause B-2, Clauses Incorporated by Reference	33
E.2 Inspection and Acceptance	33
E.3 Performance Test Plan	33
E.4 System Acceptance Test Report	35
E.5 Contention and Resolution Plan	36
Section F - Deliveries or Performance	37
F.1 JP3 Clause B-5, Incorporated by Reference	37
F.2 JP3 Clause 2-30A, Time of Delivery	37
F.3 JP3 Clause 2-30B, Desired and Required Time of Delivery	37
F.4 Period of Performance	39
F.5 Delivery Location	39
F.6 Delivery Schedule	40
F.7 Project Schedule Plan	40
F.8 Installation Requirements	40
F.8.1 Installation Process	40
F.8.2 Delays	41
F.9 Minimum Standards of Performance	41
F.9.1 Execution of Effort	41
F.9.2 Consistency to Requirements	41
F.9.3 Timeliness	41
F.9.4 Government Resources, Property, and Items	41
F.10 Other Deliverables and Reporting Requirements	41
F.11 Written Deliverables	42
F.12 Acceptance/Rejection of Deliverables	42
Section G - Contract Administration Data	42
G.1 JP3 Clause B-2, Clauses Incorporated by Reference	42
G.2 Billing and Payment Terms	43
G.3 Interest on Overdue Payments	43
G.4 JP3 Clause 7-1, Contract Administration	43
G.5 JP3 Clause 7-10, Contractor Representative	44
G.6 JP3 Clause 7-5, Contracting Officer's Technical Representative	44
Section H - Special Contract Requirement	45
H.1 JP3 Clause B-5, Clauses Incorporated by Reference	45
H.2 Failure to Deliver Services	45
H.3 Price Management	45
H.4 Indemnification	45
H.4.1 Responsibility for Government Property	45
H.4.2 Hold Harmless and Indemnification Agreement	46
H.4.3 Government's Right of Recovery	46

H.4.4	Government Liability	46
H.5	Continuity of Services	46
H.6	General Working Hours and Government Holidays	47
H.7	Contractor Personnel Requirements	47
H.7.1	Minimum Requirements	47
H.7.2	Key Personnel Definition	48
H.7.3	Substitution of Key Personnel	48
H.7.4	Key Personnel Designation	48
H.8	Compliance	48
H.9	Meetings/Conferences	49
H.10	Permits	49
H.11	Notification of Debarment/Suspension Status	49
H.12	Taxes	49

Part II - CONTRACT CLAUSES

Section I - Contract Clauses		49
I.1	JP3 Clause B5, Clauses Incorporated by Reference	49
I.2	JP3 2-20C, Warranty of Services	51
I.3	JP3 Clause 2-90A, Option for Increased Quantity	52
I.4	JP3 Clause 2-90B, Option for Increased Quantity - Separately Priced Line Item	52
I.5	JP3 Clause 2-90C, Option to Extend Services	52
I.6	JP3 Clause 2-90D, Option to Extend the Term of the Contract	52
I.7	JP3 Clause 7-115, Availability of Funds	53
I.8	JP3 Clause 7-130, Interest (Prompt Payment)	53
I.9	Yearly Appropriations	53

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments		53
Section K - Representations, Certifications, and Other Statements of Offerors		53
K.1	JP3 Clause B-5, Solicitation Provisions Incorporated by Reference	53
K.2	JP3 Provision 3-5, Taxpayer Identification	54
K.3	JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	55
K.4	JP3 Provision 3-30, Certificate of Independent Price Determination	56
K.5	JP3 Provision 3-130, Authorized Negotiators	57
K.6	Inquiries	57
K.7	Amendments to the Proposal	58
K.8	Proposals Not Selected	58
K.9	Proposal Submission Address	58

M.8	Evaluation of Options	72
-----	-----------------------	----

List of Attachments

Appendix A	Pricing Forms	73
	Form A1 Base Quote	74
	Form A2 Recurring Prices	75
	Form A3 Installation Prices	76
	Form A4 Recurring Prices	77
Appendix B	Existing Court Telephone Numbers	78
Appendix C	Standard Form Cover Sheet (SF 33)	79
Appendix D	Information Q&A	80

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA**

SECTION A - STATEMENT OF WORK
Dial Tone Services

This document represents a Statement of Work by the United States Bankruptcy Court for the Northern District of Indiana to obtain a written cost quotation for the installation of and monthly recurring costs for local dial tone service. The life of this contract will be the base year and including four option years. The dial tone service is to be installed at the Robert K. Rodibaugh United States Bankruptcy Courthouse, 401 South Michigan Avenue, South Bend, Indiana, hereinafter referred to as "Court."

Written cost quotations must be submitted by e-mail to: United States Bankruptcy Court, Attention: James Beatty, 401 South Michigan Street, South Bend, Indiana 46601. The selected vendor must be able to begin work towards the installation of local dial tone service immediately following award of the contract and installation must be completed within 30 days. All responses shall include the appropriate GSA/FSS Contract number, if applicable.

Any questions relative to this Statement of Work shall be submitted by e-mail to: james_beatty@innb.uscourts.gov within twenty (20) days from the date of the issuance of this solicitation document.

ORGANIZATION: United States Bankruptcy Court
Northern District of Indiana
401 South Michigan Avenue
P. O. Box 7003
South Bend, Indiana 46634-7003

CONTRACTING OFFICER: James Beatty

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE: Jay Hershberger

TELEPHONE: (574) 968-2222

E-MAIL: james_beatty@innb.uscourts.gov

PERIOD OF PERFORMANCE: The period of performance for this contract is from the date of acceptance of the specified services through September 30, 2006, with four (4) one-year options thereafter.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Contract Pricing

The Contractor shall provide local dial tone calling at the Courthouse located at 401 South Michigan Street, South Bend, Indiana 46601 as specified in Section C of the contract.

B.2 Contract Line Items

CLIN 001 - Base Period (Contract Award through September 30, 2006)

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
001AA	T1/PRI	1		
001AB	Voice Channels	23		
001AC	DID Numbers	100		
	Analog lines	2		
001AE	Other Charges (Itemize)	N/A		
Base Year Monthly Recurring Price:				\$ _____

NOTE:

1. Toll free number 800-676-6856 should be immediately redirected to DID phone number 574-968-2255.
2. Toll free number 800-755-8393 should be immediately redirected to DID phone number 574-968-2275.

CLIN 002 - Option Period 1 (October 1, 2006 through September 30, 2007)

CLIN	Facility/Service/Charge	Qty	Unit Price/Mo.	Total
002AA	T1/PRI	1		
002AB	Voice Channels	23		
002AC	DID Numbers	100		
	Analog lines	2		
002AE	Other Charges (Itemize)	N/A		
Base Year Monthly Recurring Price:				\$ _____

NOTE:

1. Toll free number 800-676-6856 should be immediately redirected to DID phone number 574-968-2255.
2. Toll free number 800-755-8393 should be immediately redirected to DID phone number 574-968-2275.

CLIN 003 - Option Period 2 (September 30, 2007 through September 30, 2008)

CLIN	Facility/Service/Charge	Qty	Unit Price/Mo.	Total
003AA	T1/PRI	1		
003AB	Voice Channels	23		
003AC	DID Numbers	100		
	Analog lines	2		
003AE	Other Charges (Itemize)	N/A		
Base Year Monthly Recurring Price:				\$ _____

NOTE:

1. Toll free number 800-676-6856 should be immediately redirected to DID phone number 574-968-2255.
2. Toll free number 800-755-8393 should be immediately redirected to DID phone number 574-968-2275.

CLIN 004 - Option Period 3 (September 30, 2008 through September 30, 2009)

CLIN	Facility/Service/Charge	Qty	UnitPrice/Mo.	Total
004AA	T1/PRI	1		
004AB	Voice Channels	23		
004AC	DID Numbers	100		
	Analog lines	2		
004AE	Other Charges (Itemize)	N/A		
Base Year Monthly Recurring Price:				\$ _____

NOTE:

1. Toll free number 800-676-6856 should be immediately redirected to DID phone number 574-968-2255.
2. Toll free number 800-755-8393 should be immediately redirected to DID phone number 574-968-2275.

CLIN 005 - Option Period 4 (September 30, 2009 through September 30, 2010)

CLIN	Facility/Service/Charge	Qty	Unit Price/Mo.	Total
005AA	T1/PRI	1		
005AB	Voice Channels	23		
005AC	DID Numbers	100		
	Analog lines	2		
005AE	Other Charges (Itemize)	N/A		
Base Year Monthly Recurring Price:				\$ _____

NOTE:

1. Toll free number 800-676-6856 should be immediately redirected to DID phone number 574-968-2255.
2. Toll free number 800-755-8393 should be immediately redirected to DID phone number 574-968-2275.

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 Background (JAN 2003)

The United States Bankruptcy Court for the Northern District of Indiana is part of the Judicial Branch of the Federal Government and provides management support and services to the Bar and the general public. A fundamental goal of the federal bankruptcy laws is to give debtors a financial “fresh start” from burdensome debts. The United States Bankruptcy Court is referred hereinafter as “Court.” The Court includes 32 counties in the northern one-third of the State with offices located in Fort Wayne, Hammond, Lafayette and South Bend.

The Court intends to purchase and have installed local dial tone services with digital and analog facilities. The Contractor shall furnish all labor and materials to perform the work required for the complete and prompt execution of everything described herein at the prices stated on the Base quote forms (A.1, A.2, A.3 and A.4) in Appendix A. This project includes the Court building only. This building houses administrative offices, two courtrooms and chambers used for judicial officers. The building is currently occupied.

This project includes the contract line items as specified in Section B.2. The Contractor shall furnish the services and facilities that are called for in strict accordance with the conditions, requirements, and specifications of this contract, including the incorporated technical quotation of the Contractor, as accepted by the Government. All references to time of day in this document are in Eastern Standard Time (*local time, Spring 2006, to be determined for Saint Joseph County by the Department of Transportation*).

The Court currently is operating a Merlin Legend Communications System Release 7.0 telephone system (herein referred to as Hybrid PBX). The specified DS1 facilities with the digital trunks shall be connected to the Hybrid PBX Communications System Release 7.0 to provide local dial tone service for the Court.

C.2 General Requirements and Specifications (JAN 2003)

The Court requires one T1/PRI line with 100 DID numbers, all of which will be initially utilized or “turned on.” It is required that the vendor import our existing telephone numbers, which are listed as Appendix B to the document. The Court shall have the option of adding or deleting lines and be billed on the per item cost for the lines in service based on the cost schedule for the given performance period. The current telephone numbers in use by the Court must not change and Local Number Portability is required for all telephone numbers as it is ordered by the FCC during the life of the contract. The Contractor shall support all new telephone numbers (including number ranges/blocks) belonging to the Court. The caller identification number must be 574-968-2100.

The Contractor shall provide local loop, local transport, and local access services, as applicable, to the specific service offering with a digital facility with installation, acceptance testing and documentation. This includes Intra-LATA transport services for connectivity between the

Regional Bell Operating Company (RBOC) central offices (CO), toll offices, Inter-Exchange carriers, and the Federal Government's FTS2001 Network (Sprint). The service delivery point for PBX trunking services shall be the standard carrier/user demarcation point or network side of an on-premises Hybrid PBX.

The Contractor shall support connections for voice and analog data rates of at least 56 kilobits per second using an ITU-TSS V.32 modem and 28.8 kb/s using an ITU-TSS V.34 modem and 56kb/s using an ITU-TSS V.90 modem. The service shall comply with ANSI T1.101 and all applicable Bellcore and ANSI standards, primarily Bellcore's notes on the BOC Intra-LATA networks, and ANSI ISDN standards. The numbering plan shall conform to the North American Numbering Plan (NANP). 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.

The digital and analog trunks shall not have any noticeable, perceptible, or unacceptable noise, echo or distortion for the voice and data calls and transmission.

C.2.1 PBX Trunking Facilities (JAN 2003)

The Contractor shall provide the Court with trunking facilities, T1/PRI and Digital T1, for local switched-voice and data services. The Contractor shall provide access to the local switch for making and receiving local area, toll, and long-distance calls (e.g., calls on the network side of the Hybrid PBX).

If telephone service in the greater South Bend, Indiana, area is changed to ten-digit dialing during the term of this contract, the Contractor shall comply and change from seven-digit to ten-digit dialing service at no additional cost to the contract.

C.2.2 Basic Service Capabilities (JAN 2003)

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

1.	10-10XXX/NPA/NXX Routing. The numbering plan shall conform to the North American Numbering Plan (NANP).
2.	Dual tone Multi-frequency (DTMF) dialing.
3.	Automatic Numeric Identification (ANI) for incoming and outgoing calls.

4.	Access to 911/E911 service. Users shall be able to obtain emergency service/assistance by dialing 911.
5.	Operator Assistance. In addition local operator assistance shall be provided when callers dial zero (O). Operator assistance shall be provided for any dialing difficulties and all other services offered by the service operator (i.e., conference calls).
6.	Primary Directory listings.
7.	All digital and analog trunks shall provide Circuit Switched Services/Switched Voice Services (CSS/ VS) access to the Federal Telecommunications Service (FTS2001) long distance service provider, currently Sprint. (Please note that this service was known as Virtual On-Net or <i>VON service under the FTS2000 contract.</i>) All required access codes for CSS/SVS service shall be programmed into the Contractor's switch so that it will not be necessary for the Court to enter access codes. The Court shall provide the required Pre-subscribed Inter-exchange Carrier (PIC) code. The Contractor also shall allow the Court to access other long distance carriers by dialing 10-10XXX (e.g., 10-10288 for AT&T) or the company-access code.
8.	Contractor shall be a carrier who can provide facilities based serviced to the Court. Any Contractor who is reselling other carrier's services will not be considered as qualified under this contract.
9.	All analog lines shall be powered from the Contractor's Central Office switch and shall continue to operate and provide uninterrupted service during electrical power outages with court provided telephones.
10.	If the access or service provider for the Federal Telecommunications Service (e.g., Government's long distance service) is changed during the term of the contract, the Contractor shall comply and provide the required access to the then chosen provider, including programming all required access codes into the Contractor's switch so that it will not be necessary for the Court to enter access codes, at no additional cost to the Court. The Contractor also shall allow the Court to access other long distance carriers by dialing 10-10XXX (e.g., 10-10288 for AT&T) or the company-access code.
11.	The Contractor shall provide access to the Federal Relay Service for hearing-and-speech impaired persons through the inter-exchange Switched Voice Service (SVS)/toll-free (e.g., 800) service provider.

12.	The Contractor shall provide toll-free access to inter-LATA carriers for calling-card calls, person-to-person calls, collect calls, and other services. Access shall be provided when callers dial the toll free (e.g., 800) number for the inter-LATA carrier.
13.	The Contractor shall provide listings for the Court in the “Blue Pages” (local Government listing) of the telephone directory of the dominant local exchange carrier in the South Bend area (currently, SBC). One listing is required for each judicial chamber and court unit/organization. Additional listings shall be provided if requested by the Court. If the dominant carrier in the South Bend area is changed during the term of the contract, the Contractor shall comply and provide listings in the directory of the then dominant carrier at no additional cost to the Court.
14.	The Contractor shall provide the Court with 35 telephone directories (White and Yellow Pages), including delivery (f.o.b. destination) from the dominant local exchange carrier in the South Bend area (currently, SBC). Directories shall be provided for every twenty (20) DID telephone numbers. Additional directories shall be provided if requested by the Court. The maximum number of directories to be provided, if requested by the Court, is equivalent to the number of DID telephone numbers under the U.S. Court’ account. If the dominant carrier in the South Bend area is changed during the term of the contract, the Contractor shall comply and provide the telephone directories including delivery (f.o.b. destination) from the then dominant carrier at no additional cost to the Court.
15.	The Contractor shall provide listings for the Court in directory assistance (1-411) of the dominant local exchange carrier in the South Bend area (currently, SBC). If the dominant carrier in the South Bend area is changed during the term of the contract, the Contractor shall comply and provide listings in the directory of the then dominant carrier.
16.	The Contractor shall provide access to directory assistance from the dominant local exchange carrier in the South Bend area (currently, SBC). Directory assistance for the local calling area shall be provided when callers dial 1-411. If the dominant carrier in the South Bend area is changed during the term of the contract, the Contractor shall comply and provide directory assistance from the then dominant carrier.
17.	The Contractor shall provide access to National Directory Assistance to obtain listings outside of the local calling area. National Directory Assistance shall be provided when callers dial 1-411.

18.	The Contractor shall provide access to Reverse Directory Assistance whereby callers provide a telephone number to obtain the listed name, address, and zip code information associated with the number for local or nationwide numbers. Reverse Directory Assistance shall be provided when callers dial 1-411.
19.	The Contractor shall provide access to international operator assistance to the Court's designated international carrier. Access to the international operator assistance shall be provided when callers dial 011.
20.	Calls arriving on digital DID trunks shall have caller number identification (transmission of caller's 10-digit telephone number, e.g., caller-ID, ANI), if not blocked by the calling party. This requirement applies to all incoming calls (e.g., local, intra-LATA, inter-LATA, and international) where the Contractor is the carrier for the originating call or where the caller number identification is provided to the Contractor by a different originating carrier.
21.	The Contractor shall send the originating number for all outgoing calls on analog trunks and lines.
22.	The Contractor shall not allow third party billing of calls to any trunk or number provided under this contract.
23.	Number Portability. The contractor shall support existing line numbers at a government location. Local Number Portability is required for all telephone numbers as it is ordered by the FCC during the life of the contract. The Contractor shall support all new telephone numbers (including number ranges/blocks) belonging to the Court.
24.	Flexible Disconnect. Both/Either party.
25.	Off-hook Time-out.
26.	Release with howler and no howler.
27.	Call and Number Suppression.

28.	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. The Contractor shall coordinate with the LEC and the CO all intercept and referral requirements. The minimum length announcement shall be 60 seconds. Callers shall be informed of most situations that prevent their calls from being completed as dialed. At a minimum, the following situations shall require intercept and referral to recorded announcements.
29.	Calls to vacant or disconnect numbers.
30.	Unauthorized Calls.
31.	Lack of Authorization Code.

C.2.3 Features (JAN 2003)

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

1.	Directory Assistance. Directory assistance (to obtain directory numbers) for the local calling area shall be provided by dialing 411 or (1-NPA-)555-1212.
2.	Operator Assistance busy line verification.
3.	Operator Assistance busy line verification with interrupt.
4.	Additional Directory listings.
5.	Alternate Call Directory Listings.
6.	Pre-subscribed Inter-exchange Carrier (PIC)-2.
7.	911/E911 Functionality to meet all Local, State and/or Federal regulations.
8.	Foreign Exchange (<TI) Service.

9.	Foreign Exchange (TI) Service.
10.	Billing Accounting codes - verified.
11.	Billing Accounting codes - unverified.
12.	Authorization Codes.
13.	Blocking Caller-paid information phone numbers.
14.	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.
15.	Call Transfer.
16.	Call Pickup.
17.	Call Redial.
18.	Speed Dial.
19.	Call Forward.
20.	Group Pickup.
21.	Call Hold.
22.	Caller ID.

23.	Voice Mail.
24.	Conference.
25.	Call Waiting ID.

C.2.4 Additional Features For Hybrid PBX System Access (JAN 2003)

In addition to the features specified above, the Contractor shall provide the following features:

1.	DID. This feature shall allow incoming calls to a Hybrid PBX to reach destination stations, without attendant assistance, by routing calls by truncated station digits contained in the incoming call signal.
2.	DOD. This feature shall allow Hybrid PBX station users to gain access to the local CO without attendant assistance, by dialing an access code and receiving a second dialtone.
3.	DID/DOD Two Way. This feature shall allow CO access trunk to have both DID and DOD capabilities.
4.	DID/DOD Number Block Assignment and Maintenance. The Court shall be provided a block of 100 continuous DID numbers and the capability to request assignment and maintenance of additional DID number blocks. The DID block should be in the series 574-968-2200 to 574-968-2299 to be assigned to the one (1) T1/PRI's dedicated for DID/DOD voice.
5.	A separate DID/DOD group of (_____) numbers will be needed for the T1/PRI dedicated to the Court's (if special number 1 required_____).
6.	A separate DID group of (_____) numbers will be needed for the T1/PRI dedicated to the (if special number 2 required_____).

7.	Integrated Voice/Data Access. Simultaneous voice/data transmissions for integrated voice and data, Primary Rate Interface (PRI), and T1/PRI inter-operability shall be provided. The Contractor shall support both circuit-mode and packet-mode of data transmissions. The Contractor shall also permit the sharing of ISDN Bearer (B) Channels to provide two voice, voice/data, or two data channels using two SPIDS.
8.	The ability of the Court to have customized intercepts and recorded announcements is desired. The Contractor will be responsible for recording the intercepts and announcements after receiving a request from the Court within ten (10) business days. The Court will provide the scripts for these intercepts and recorded announcements. The Contractor shall ensure that no more than one percent of intercepted calls are delayed in excess of ten seconds before being connected to a recording. The minimum length of such recordings shall be 60 seconds. The Contractor shall update the recorded announcements throughout the life of the contract.
9.	The ability to “trace” abusive and/or threatening telephone calls is required.
10.	The ability to maintain and utilize the current exchanges for the existing telephone numbers and new numbers is required.
11.	The ability for the Court to provide toll-free numbers/services to callers is required. The toll-free numbers/services shall be accessible from the 50 United States as well as the territories of Guam and the Northern Mariana Islands. Both Guam and the Northern Mariana Islands are part of the North American Dialing Plan.

C.2.5 Voice (JAN 2003)

The Contractor shall provide the following voice features:

1.	1 - T1/PRI's for local DID/DOD calling services over the public Switched Telephone Network.
2.	1 - T1/PRI Direct Inward Dial only for connection of the Court's Automatic Call Distribution system in support of the (special number 1 _____) <i>if required.</i>
3.	1 - T1/PRI for Direct Inward Dial only connection to (special number 2 _____) <i>if required.</i>

The Court 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 Hybrid PBX and the Contractor's network monitoring facility.

Local Number Portability is required for all of present 574-968-XXXX telephone numbers as it is ordered by the FCC during the life of the contract. The Contractor shall support all new telephone numbers (including number ranges/blocks) belonging to the Court.

C.3 Performance (JAN 2003)

C.3.1 Dial Tone Service Performance Parameters

The period of performance for this contract is from the date of the award of this contract through September 30, 2006, with four (4) one-year options thereafter. Contract options shall be exercised pursuant to JP3 Clause 2-90D, Option to Extend the Term of the Contract; see Paragraph I.6 (including associated subparagraphs) for additional information.

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

1.	All analog transmission parameters shall satisfy the values and ranges set forth in <i>Section 7, Transmission, BOC Notes on the LEC Networks</i> (Standard: Bellcore Pub SR-TSV-2275).
2.	All digital transmission parameters shall satisfy the values and ranges set forth in the <i>High-Capacity Digital Special Access Service - Transmission Parameter Limits and Interface Combinations</i> (Standard: Bellcore Pub GR-342-CORE).
3.	Grade of Service (GOS):
3a.	(1) Terminating Calls: P.01 (Erlang-B).
3b.	(2) Originating Calls: P.01 after dial tone (Erlang-B).
3c.	(3) Dial tone delay: Less than one percent for delay greater than three seconds.

3d.	(4) Availability of Service: The availability shall be at least 99.5 percent.
4.	Court will monitor service through Hybrid PBX.

C.3.2 User-to-Network Interfaces

The interfaces for trunks at the user equipment shall meet the following interface standards:

1.	Analog Trunk (for Hybrid PBX System Access configuration: incoming/outgoing/two-way traffic; direct inward/outward dialing).
2.	1. Two-wire and four-wire access circuit with Dial Pulse/Dual Tone Multi-frequency (DP/DTMF) pulsing (Standard: Bellcore's <i>Notes on the LEC Network [SR-TSV-000275]</i>).
3.	2. Signaling/supervision types: Immediate start, Ground start, Loop start, Wink start, Delay dial, E & M Types I & II.
4.	Digital Trunk (for Hybrid PBX System Access configuration: incoming/outgoing/two-way traffic; direct inward/outward dialing).
5.	T1/PRI with extended super frame format at line rate of 1.544mbps and information - payload data rate of 1.536mbps.
6.	T1/PRI at line rate of 1.544mbps and information payload data rate of 1.472 mbps for (23B+D) and 1.536mbps for (24B+0D). (Standard ANSI T1.607 and 610; National T-1 [Bellcore Pub SR-NWT-1937], National ISDN-2 {Bellcore Pub SR-NWT-2120}).
7.	Signaling System 7 (SS7) Interface (Standard: ANSI[T1.607 thru t1.116 and T1.611 and Bellcore GR-317, GR-394, GR-444, and TR-NWT-246).

C.4 Setup and Installation (JAN 2003)

C.4.1 Installation Requirements

The installation includes, but is not limited to, all services, equipment, accessories, cables, wiring, connectors, interface units, and other related items required for installed dial tone and trunking service with digital and/or analog facilities ready for operation by the Court. The installation shall be performed by the Contractor as described below:

1.	The facilities and services must be installed at the point of demarcation on the network side of the Hybrid PBX.
2.	The Contractor is responsible for providing and installing any additional distribution frames, blocks, miscellaneous hardware, termination, and cross connects required for the existing facilities and services installation.
3.	The Contractor is responsible for shipping and delivery of all related equipment and materials to the location.
4.	The installation must be completed. All facilities and trunks must operate correctly and satisfy the specifications under Section C.2 and perform as specified under Section C.3.
5.	The Contractor must provide the management, technical support, operations, training, maintenance, and customer service staff required to support this contract. The Contractor must provide personnel who have experience on projects of similar size, scope, complexity, and functionality.
6.	Each person who is assigned to this contract effort and will work on the premises of the courthouse must have a background investigation completed prior to commencing work. Due to the sensitive nature of the Court, no Contractor personnel shall have criminal records. All Contractor personnel may be required to wear Court-issued identification badges when visiting and/or performing at the Court's facilities and premises. The Contractor must provide the names, dates of birth, and social security numbers for all such personnel upon award of this contract to the Contracting Officer. This information will be provided to the U.S. Marshal's Service. There is no charge to the Contractor for this service.

7.	The Contractor is required to connect from the building entrance cable terminations to the backbone cable terminations as required to extend the Court's demarcation point to the telephone closet.
8.	The Contractor must coordinate the interconnection of the facilities and services with the Merlin Legend Hybrid PBX Communications System Release 7.0 telephone system in the telephone closet. All facilities and services must be in place and operational at the time of the cut over. The Contractor must correct any problems or disputes with the telephone system and correct any malfunctions of the facilities and trunks due to the interconnection at no additional charge to the Court.
9.	All cables, wires and equipment must be firmly held in place. Fasteners and supports must be adequate to support their loads with ample safety factors. The Contractor must not use power nails or nail guns.
10.	The Contractor must 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 must be restored by the Contractor to its original condition at the Contractor's expense.
11.	All equipment installed in the equipment room must be connected to a common ground bus strip using number 6 AWG copper wire which must be connected earth to ground.
12.	The Contractor must coordinate the interconnection of the new facilities and services with the Hybrid PBX technical representative. All facilities and services must be in place and operational at the time of the Hybrid PBX system cut over.
13.	The Contractor must comply with all applicable statutory safety requirements during installation. All work and material must 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 must correct the situation at no additional charge to the Court. The Contractor must obtain all required licenses and permits at its own expense.
14.	The facilities and services must be installed using the Court's existing wiring and cable or install new fiber optic facilities to include riser cable from the entrance facility to the telephone closet.

15.	All installation work must be done in accordance with applicable standards and accepted practices. The Contractor must provide the management, technical support, operations, training, maintenance, and customer service staff required to support this contract. The Contractor must provide personnel who have experience on projects of similar size, scope, complexity, functionality, and other relevant experience with tools and methodologies which are provided for use on this contract. Installation personnel must have received training and have a minimum of five years installation experience for the facilities and services proposed.
16.	The Contractor must have been in business for the same or similar type of work for a minimum of five years.
17.	The installation must be in compliance with Federal Communication Commission (FCC) and Indiana Utility Regulatory Commission (IURC) rules in effect at the time of cut over.
18.	All work and materials provided by Contractor must 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 must correct the situation at no additional charge to the Court. The Contractor must obtain all required licenses and permits at it's own expense.
19.	The Contractor must neatly and permanently label all digital and analog facilities on the demarcation connection blocks. Following installation and cut over, the Contractor must prepare and deliver a written inventory for all new digital and/or analog facilities and dial tone and trunk services consisting of the circuit identification and telephone numbers assigned to the Court. This inventory must be provided at no additional charge.

C.4.2 Implementation Plan

Installation will occur beginning at 4:00 p.m. on the agreed upon specified date. The Contractor must 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 must 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 Court; installation; cut over; and acceptance testing.

C.4.3 Site Preparation Plan

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

1.	Power Requirements: The contractor must provide the specific voltage, amperage, phases and quantities of circuits required.
2.	Air Conditioning, Heating and Ventilation Requirements: The Contractor must identify the ambient temperature and relative humidity operating ranges required to prevent equipment damage.

C.4.4 System and Documentation

The Contractor shall neatly and permanently label all digital and analog facilities on the demarcation connecting blocks and the NI (Network Interface). Following installation and cut over, the Contractor shall prepare and deliver a Customer Service Record (CSR) for all new digital and analog facilities and dial tone and trunk services. The CSR shall be provided at no additional charge to the Courts.

C.4.5 Cabling and Wiring

The Contractor must utilize the Court's existing wiring and cable or install new fiber optic cable and wiring, if required, into the entrance and building cable plant, where necessary. The Contractor is required to cross-connect from the building entrance cable and wire terminations to the backbone cable and wire terminations as required to extend the Court's demarcation point to the equipment closet. The Contractor is responsible for providing and installing any additional distribution frame, blocks, miscellaneous hardware, termination and cross connects required for the new facilities and services installation.

C.5 Repair and Maintenance

The Contractor must have a repair and emergency service telephone number for trouble calls. The telephone number must 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 e-mail.

The Contractor must 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, 8:00 a.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 must 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 must 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 restoral service will be provided for failure of any digital circuit and/or analog trunk resulting in the inability to receive incoming calls or make outgoing calls on the trunks.

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 (_____%) or more of the channels; or, in the case of a data-only digital T1/PRI passing or receiving data on (_____%) or more of the channels. The Court will monitor channels through the Hybrid PBX. Emergency service will be provided for failure of any analog trunk group in which (_____%) of the trunks are unable to make or receive calls.

Out-of-order service must be restored to working order within four hours after arrival for emergency service. Eight hour routine restoration must be provided to the Court.

The Contractor shall notify the Court if the Contractor determines that the malfunction and/or problem resides with the Court owned equipment and systems and not with the provided facilities, services, and related items provided under this contract. The Contractor, however, shall work with the Court's equipment vendors to resolve and correct any malfunctions of the facilities, services, and related items provided under this contract due to interconnection issues and problems at no additional charge to the Court.

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

The Contractor must 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.

The Contractor shall reimburse the Court in the event of carrier failure. 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 telephone system and the Provider's network monitoring facility.

The Contractor shall designate a service executive to manage the Court's services to assure continuity of service to the Court. Upon Court request, service outages deemed "critical" by the Court shall be "escalated" to the Contractor's highest level of management for priority service restoration.

C.6 Management Services

The Contractor must ensure that required management services are provided to the Court for the system, which includes a provision of required grade of service, system upgrades, a provision of features, access levels, system diagnostic analysis, software management, quality assurance interoperability, maintenance, management and control.

C.6.1 Traffic Studies

The Contractor must perform conventional traffic studies on the digital and/or analog trunks and trunk groups upon request by the Court. The traffic studies must 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, Spring 2006, to be determined for Saint Joseph County by the Department of Transportation). Monday through Friday, and cover periods no shorter than one week in duration. The Contractor must provide the report in 7-10 business days after request by the Court.

C.6.2 Disaster and Recovery Services

1.	The Contractor shall provide the following repair services, restoral services, and other related items and services upon contract award and throughout the life of the contract.
2.	The Contractor shall have a disaster recovery plan in place for the South Bend area. The disaster recovery plan shall place the Courts on the second highest level/tier for service restoration.
3.	Out-of-service facilities, services, and related items shall be restored to working order within two (2) hours of receipt of requests for emergency restoral service and within four (4) hours of receipt of requests for routine restoral service.
4.	See Paragraph C.5 Repair and Maintenance for additional information.

C.7 Court Furnished Support

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

1.	The Court designates Jay Hershberger, as the Court's Contracting Officer Technical Representative (COTR). He will directly assist the Contractor throughout the installation process.
2.	Storage space for equipment and supplies.
3.	On-site tour of all physical areas where cabling is to be installed.
4.	The Court must assure that all backbone (riser) cable and terminations are prepared and ready for the facilities and services installation. Site and cable preparations must be made based on results on Contractor's site survey.
5.	The Court must 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.
6.	The Court must 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.
7.	The Court will provide partial design plans for the building. The design plans will show the building entrance conduit, the building demarcation, and the Court's designated equipment room.
8.	The Court shall arrange for the telephone system vendor (e.g., technician) to be on-site during cut over of the facilities, services, and items.
9.	Other reasonable support, access or information requested by the Contractor and agreed to by the Court.

10.	The Contractor will notify the Court of any discrepancies in the furnished items/support received within three (3) calendar days of receipt. Discrepancies and/or additional errors found are to be identified and reported by close of business on the following workday.
11.	The Contractor shall return all government resources, property, and items to the Court upon project completion.

C.8 Coordination

The Contractor must work with the existing vendor to provide continuous dial tone during the cut over period. Down time shall occur only from the agreed cut over time from the existing telephone service provider. The selected cut over date will be firmly fixed and agreed to in writing by all parties, including the Court, Contractor and the existing telephone service provider.

SECTION D - PRESERVATION, PACKAGING, AND PACKING

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

D.1.1 Preservation, packaging, and marking for all items delivered hereunder must be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor must 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 must provide extra markings for protection against exposure to magnetic fields or temperature extremes.

D.1.2 All documentation, reports, and other deliverables must be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items must be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking must be considered for protection against exposure to magnetic fields or temperature.

D.2 Payment of Postage Fees

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 JP3 Clause B-2, 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 the following address: <http://www.uscourts.gov/procurement/clauses.htm>

Number	Title	Date
2-5A	Inspection of Products	Jan 2003
2-5B	Inspection of Services	Jan 2003
2-10	Responsibility of Products	Jan 2003

E.2 Inspection and Acceptance

The Contracting Officer and the COTR may, at any time or place, inspect the services performed and the products delivered, including any documents and reports. The COTR with the concurrence of the Contracting Officer may reject any services or products that do not meet the highest requirements of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

E.3 Performance Test Plan

The following specifications apply to the requirements for the Court’s acceptance of the Contractor’s facilities, services, and items after cut over. Formal acceptance by the Court is necessary prior to any payment to the Contractor. The Contractor shall provide the COTR with the Performance Test Report, which will be signed by both parties upon final acceptance by the Court. This report shall be based on the results of the Performance Test Report. The report also shall outline details of the cut over, circuit inventory, maintenance service telephone numbers, escalation procedures, and account information and telephone numbers. This report also shall contain the following:

1.	All facilities and trunks operate properly in both directions with the Court’s new telephone and video conference systems.
2.	Systems are able to seize and release all connected trunks without hangups or unintended disconnects.
3.	Trunks are disconnected correctly.

4.	All dialing (DTMF and dial pulsing) is correctly completed.
5.	Outgoing call routing, as specified (<i>including but not limited to</i>), local, intra-LATA, FTS CSS/SVS long distance, non-FTS inter-LATA, international, directory assistance, and 911/E911 emergency calls.
6.	Intercept services (e.g., referrals) are working properly.
7.	Quality and level of transmission consistent with published specifications for facilities, services, and items under operational traffic loads.
8.	No noticeable, perceptible, or unacceptable noise, echo or distortion is detected.
9.	All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications.
10.	Analog trunks operate during power or system outage with ground start activation, or equivalent, of trunks from stations so equipped.
11.	Documentation for facilities, services, and items, including system documentation and traffic studies, complete and on file at the Courts' premises. See Paragraphs C.4.4 and C.6.1 (including associated subparagraphs) for additional information regarding system documentation and traffic studies, respectively.
12.	A copy of the Performance Test Plan.
13.	Test results and verification sheets (e.g., functional testing, loading testing, performance testing, etc.).
14.	Required and measured parameters for all circuits.
15.	Circuit configurations (e.g., B8ZS/ESF, etc.).
16.	Areas of Noncompliance.

17.	Information pertaining to other lines, services, features, and/or other related items ordered.
18.	Conclusions and recommendations.
19.	Signature Block for the COTR and the Contractor.

E4. System Acceptance Test 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 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 testing must be conducted by the Contractor after the installation with COTR observation of the tests and results. The report must include the results of the inspection, functional testing, load testing, and performance testing for each circuit installed to include all features and functionality. The System Acceptance Test Report must also outline details of the cut over, circuit inventory, and maintenance service telephone numbers, and escalation procedures. The Contractor must provide the COTR with the System Acceptance Test Report. The System Acceptance Test Report must also contain the following:

1.	All facilities and trunks operate properly in both directions with the installed telephone system (PBX) and a modem server.
2.	Systems are able to seize and release all connected trunks without hangups or unintended disconnects.
3.	Trunks are disconnected correctly.
4.	All dialing (DTMF and dial pulsing) is correct completed.
5.	Outgoing call routing, as specified, including local, intra-LATA, FTS VON long distance, non-FTS inter-LATA, international and 911/E911 emergency calls.
6.	Quality and level of transmission consistent with published specifications for facilities and services under operational traffic loads.

7.	All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications.
8.	Analog trunks operate during power or system outage with ground start activation, or equivalent, of trunks from stations so equipped.
9.	Facilities and services documentation complete and on file at the courthouse.
10.	No noticeable, perceptible, or unacceptable noise, echo or distortion is detected.
11.	Copy of Performance Test certification.
12.	Test results and verification sheets.
13.	Required and measured parameters for all circuits.
14.	Circuit Configuration (B8SZ/ESF, etc.).
15.	Areas of Noncompliance.
16.	Conclusions and recommendations.
17.	Signature Block for the COTR and the Contractor.
18.	The Contractor must provide this report to the COTR, prior to the COTR's acceptance of the service.

E.5 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 must 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 the following address: <http://www.uscourts.gov/procurement/clauses.htm>

Number	Title	Date
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
2-35	F.o.b. Destination, Within Judiciary's Premises	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)

F.2.1 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.

F.2.2 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)

F.3.1 Unless otherwise changed by Court, the judiciary desires delivery to be made according to the following schedule:

Desired/Required Delivery Schedule

Item	Time Frame (From date of award of contract)
Implementation Plan	Due to Court within 10 days from date of award of contract.
Site Survey	To be held within 10 days from date of award of contract.
Partial Design Plans	To be furnished to Court within 20 days from date of award of contract.
Site Preparation Plan	To be furnished with 20 days from date of award of contract.
Performance Test Plan	To be conducted within 20 days from date of award of contract.
Test Acceptance Plan	To be completed within 20 days from date of award of contract.
Contention and Resolution Plan	To be completed within 20 days from date of award of contract.
Employee Background Information	Contractor is to supply all completed forms to Court within 10 days from date of award of contract.
Inventory of Digital/Analog Facilities & Trunk Services.	Cut over from existing system to contractor system must be completed within 30 days from date of award of contract. The selected cut over date will be firmly fixed and agreed to in writing by all parties 10 days prior to actual cut over date.

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 must not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule as follows:

Offeror's Proposed Delivery Schedule
(Offeror insert specific details)

Item No.	Within applicable specified time frame within 30 days from date of award of contract.

F.3.2 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 must 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 five calendar days for delivery of the award through the ordinary mails, or 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 nonresponsive and rejected.

F.4 Period of Performance

The period of performance for this contract is from the date of contract award through September 30, 2006, with four (4) one-year options thereafter. Contract options must be exercised pursuant to Clause I.5, Option to Extend the Term of the Contract.

F.5 Delivery Location

F.5.1 Dial tone service shall be installed at:
Robert K. Rodibaugh United States Bankruptcy Courthouse
401 South Michigan Avenue
South Bend, Indiana 46634-7003

F.5.2 The demarcation (MPOP) and the Network Interface (NI) for the specified facilities, services, and items will be located in the Bankruptcy Court's telephone closet on the ground floor. The Court's telephone system equipment is located in this room.

F.5.3 The main point of entry (MPOE, a.k.a., building demarcation) for telecommunications services into the building, is located in the basement telecommunications room.

F.6 Delivery Schedule

Unless otherwise changed by the Court, the cut over from existing system to contractor system for which dial tone services and related items must be completed within 30 days from award of contract. The selected cut over date will be firmly agreed to in writing by all parties including, Court, Contractor and existing telephone service provider, 15 days prior to cut over.

F.7 Project Schedule Plan

The Project Schedule Plan shall include a schedule and breakdown/itemization for all work to be accomplished and completed, milestones, and requirements for Contractor access to Court's facilities and premises.

The Project Schedule Plan, *at a minimum*, shall include a work schedule of the days and hours each day that the Contractor's employees will require access to the Court's facilities and premises. The Plan also shall include detailed steps and dates for the full installation process, *including but not limited to*, premises prepared by the Court, the installation and cut over process, acceptance testing, documentation, and so forth. Furthermore, the Plan shall include contingencies for any slippages in the schedule.

F.8 Installation Requirements

F.8.1 Installation Process

Installation shall be performed in accordance with the requirements and specifications in Section C. Setup and installation shall be performed in accordance with Paragraph C.4 (including associated subparagraphs) and the approved Project Schedule Plan as applicable. The labeling of facilities, services, and other items shall be performed in accordance with Paragraph C.4.1 (#20). Traffic studies, repair and restoral services, and related items shall be in performed in accordance with Paragraphs C.5, C.6.1 and C.6.2 (including associated subparagraphs).

The installation of facilities, services, and other items will be considered complete when inspection and acceptance are successfully completed and such facilities, services, and items are deemed operable by the COTR. "Operable" is defined as meeting and/or exceeding the requirements and specifications set forth in this contract. This also includes, *but is not limited to*, the ability to make and receive calls over the local, regional, and long distance networks to and from the Court's new telephone and video conference systems. See Section E for additional information on inspection, acceptance, and testing.

Installation of facilities, services, and other items after the delivery schedule (specified in Section F) shall follow the time frames for guaranteed service delivery as presented in the Contractor's response in Appendix D Information Form, unless otherwise amended or mutually agreed to by

the Court and the Contractor.

F.8.2 Delays

The Court reserves the right to delay any installation, at no additional cost to the Government, provided that:

- a. The Contractor receives written notice from the Contracting Officer 15 days prior to the scheduled installation date or within 30 days after award, whichever is later, or by any date which is mutually agreed to by the Court and the Contractor.
- b. Installation delays beyond 30 calendar days must be mutually agreed to by the Contractor and the Court.

F.9 Minimum Standards of Performance

F.9.1 Execution of Effort

The Contractor shall provide all necessary personnel, tools, test instrumentation, automation resources, supplies, services, support, and other related items required for this contract.

F.9.2 Consistency to Requirements

All products, services, and other related items shall satisfy the requirements of the contract.

F.9.3 Timeliness

All products, services, and items shall be delivered within established time frames. This effort will normally follow a project plan established by the Contractor and approved by the COTR. Visits to the Court's premises and the scheduling of meetings and work shall be coordinated with the COTR. The Contracting Officer shall be notified immediately, in writing, of any expected delays (along with an explanation for such delays) in delivering products or services specified in the project plan.

F.9.4 Government Resources, Property, and Items

All government resources, property, and items provided to the Contractor in support and/or performance of the contract shall be returned to the Government at project completion. See also Paragraph C.7.

F.10 Other Deliverables and Reporting Requirements

In addition to the items already identified, the Contractor is responsible for the timely delivery of the following services, support, items, and/or other deliverables.

F.11 Written Deliverables

The Contractor shall submit written deliverables to the Court by e-mail at: james_beatty@innb.uscourts.gov. The electronic copy may be provided either as a Word, WordPerfect or an Acrobat PDF document. Spreadsheets shall be provided as Microsoft Excel 2000 files.

F.12 Acceptance/Rejection of Deliverables

The Government will review the deliverables for accuracy, quality, quantity, and completeness. The Government will provide written and/or verbal comments on draft deliverables to the Contractor. If the Government comments are extensive, the Government may request that another draft be submitted. Upon receipt of the Government's comments, the Contractor shall have five (5) working days to make any corrections, incorporate comments, if required, and deliver the final deliverable.

Determination of the acceptability of each final deliverable will be made by the Government. The Government will review and verify that all corrections have been made and comments, if any, are incorporated into the final deliverable. If acceptable, the Government will provide the Contractor with a notice of acceptance.

Acceptance or rejection of a Contractor's submitted deliverable will be formally communicated by the Contracting Officer or the COTR. If rejected, the reason for such action will be clearly stated. Final acceptance of each deliverable will be made by the Government's COTR with concurrence of the Contracting Officer. See also Paragraph E.2, Inspection and Acceptance.

SECTION G - CONTRACT ADMINISTRATION DATA

In no event must any understanding or agreement, contract modification, change order or other matters 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 Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

G.1 JP3 Clause B-2, 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 the following address: <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 Billing and Payment Terms

Contractor invoices shall be submitted monthly in arrears and shall provide an account summary showing all services, features, and items on the account. Invoices may be submitted upon the Government's acceptance of all products, services, and items as ordered and/or as rendered; payment will not be made on partial deliveries. See JP3 Clause 7-135 and JP3 Clause 7-130 for additional information regarding payments and interest on overdue payments, respectively.

Invoices for facilities, services, and other items specified shall be addressed and submitted to:

United States Bankruptcy Court
 401 South Michigan Avenue
 P. O. Box 7003
 South Bend, Indiana 46634-7003

Charges associated with a specific telephone number and/or number range shall be itemized and summarized on the appropriate invoice. Additions and changes to service also shall be itemized and summarized on the appropriate invoice.

Invoices shall show itemized charges, *including but not limited to*, facility charges, trunks charges, Federal Access Charges, and usage charges. The usage charges shall detail each call with the date and starting time of the call, the telephone number called, the mileage range and applicable rate, number of minutes, and total charge for the call. See JP3 Clause 7-125 for additional information regarding invoices.

G.3 Interest on Overdue Payments

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary, therefore, interest on overdue payments in accordance with the provisions of this Act and OMB Budget Circular A-125 are not applicable to the resultant contract.

G.4 JP3 Clause 7-1, Contract Administration (JAN 2003)

G.4.1 The Contracting Officer and COTR for the contract will be the judiciary's primary point 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 must make reference to the GSA/FSS contract number, if applicable, and must be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.

G.4.2 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 must be formalized by a proper contractual document executed by the Contracting Officer.

G.5 JP3 Clause 7-10, Contractor Representative (JAN 2003)

G.5.1 The Contractor's Representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name:
Address:
Telephone:
Email:
Fax:

G.5.2 The Contractor's Representative must act as the central point of contact with the judiciary, must be responsible for all contract administration issues relative to this contract, and must have full authority to act for and legally bind the contractor on all such issues.

G.6 JP3 Clause 7-5, Contracting Officer's Technical Representative (JAN 2003)

G.6.1 Upon award, a COTR may be appointed by the Contracting Officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.

G.6.2 The COTR may be assigned one or more of the following responsibilities:

- a. monitoring the Contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- b. notifying the Contracting Officer immediately if performance is not proceeding satisfactorily;
- c. ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the Contracting Officer;
- d. providing the Contracting Officer a written request and justification for changes;
- e. providing interpretations relative to the meaning of technical specifications and

technical advice relative to Contracting Officer's written approvals, and

- f. providing general technical guidance to the Contractor within the scope of the contract and without constituting a change to the contract.

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

Number	Title	Date
1-1	Employment by the Government	Jan 2003

H.2 Failure to Deliver Services

If the Court determine that the Contractor fails to provide an acceptable level of service in terms of its networking and/or its customer service and/or the Contractor cannot continue to provide local services to the Court, the Contractor shall switch the Court to another carrier of the Court's choice at no cost to the Court.

H.3 Price Management

The Contractor must agree that during the contract life, the prices set forth herein must 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 must 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 Indemnification

H.4.1 Responsibility for Government Property

The Contractor assumes full responsibility for and must indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories or parts furnished while in its custody and care for

storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

If, due to the fault, negligent acts (whether of commission or omission), and/or dishonesty of the Contractor or its employees, any Government owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor must be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

H.4.2 Hold Harmless and Indemnification Agreement

The Contractor must solve and hold harmless and indemnify the Government against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

H.4.3 Government's Right of Recovery

Nothing in the above paragraphs must be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor must do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of or damage to Government property and upon the request of the Contracting Officer, must at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

H.4.4 Government Liability

The Government must not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

H.5 Continuity of Services

H.5.1 The Contractor must recognize that the services under this contract are vital to the Government and must be continued without interruption and that upon contract expiration or at any time the Court discontinues or users relocate services, a successor, either the Government or another contractor, may continue them. The Contractor agrees to phase-in coordination

(coordinating the orderly transition to a new contractor or Government-provided services such that the level and quality of service are not degraded), and to exercise its best efforts and cooperate to effect an orderly and efficient transition to a successor.

H.5.2 Upon the Contracting Officer's written notice, the Contractor must:

- a. Furnish phase-in, phase-out services for up to twelve (12) months after contract expiration, contract termination, contract discontinuance or relocation of services. The price of services provided during the phase-in-phase-out period must not exceed the prices in effect under the contract on the date of contract expiration, contract termination, contract discontinuance or relocation of service.
- b. Negotiate in good faith, a plan with a successor(s) for determining the nature and extent of phase-in and phase-out services required. This plan must specify interconnection and transition procedures enabling the services to be provided at the levels and quality called for by this contract.

H.5.3 Upon Contracting Officer's written notice at contract expiration, the Contractor must continue performance under the then existing terms and conditions (including prices) of the contract for a period of up to twelve (12) months as specified by the Contracting Officer.

H.5.4 Should the Contracting Officer, having elected (c) above, but not having elected initially to extend the contract the full twelve (12) months, provide subsequent written notice, the Contractor as directed, must continue to perform under the contract up to the full twelve (12) month period.

H.6 General Working Hours and Government Holidays

Normal business/office hours are from 9:00 a.m. to 4:00 p.m. Eastern Standard Time local time (*local time, Spring 2006, to be determined for Saint Joseph County by the Department of Transportation*) specific working hours, however, will be identified for each task order as required.

The following Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

H.7 Contractor Personnel Requirements

H.7.1 Minimum Requirements

Contractor dealings with users are businesslike and courteous. Contractor will be properly attired. The Contractor also will ensure that employees assigned to this contract are able to communicate effectively in English (verbally and in writing) with officials representing technical, management,

and user groups. Replacement or addition of personnel assigned to the contract after the letting of the contract will be reviewed and pre-approved from a review of their resume and/or interview(s) by the Court.

H.7.2 Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation with the proposal, and marked by the Contractor as "Key Personnel." At a minimum, the Contractor shall designate a Contractor's Representative as a key personnel with a minimum of three (3) years of experience. No substitutions shall be made of accepted key personnel except for sudden illness, death, or termination of employment. If one or more of the key personnel becomes, or is expected to become, unavailable for work under the contract for any of the foregoing reasons, the contract may be modified in accordance with Subparagraph H.7.3.

<u>Key Personnel</u>	<u>Title</u>	<u>Phone Number</u>
_____	Contractor's Representative	_____

H.7.3 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least two weeks in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The authorized representative and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. All proposed substitutions shall be determined by the Court to have qualifications and job status equivalent to the person being replaced or consideration shall be granted and the contract price or rates may be equitably adjusted upward or downward to compensate the Government.

H.7.4 Key Personnel Designation

For the purpose of the overall contract, the Contractor's Representative is designated as a key personnel under this contract and shall be the Contractor's authorized point of contact with the government Contracting Officer and the COTR.

H.8 Compliance

All services performed under the terms of the awarded contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable Federal, State, and local codes.

H.9 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 Contracting Officer, their representative, the COTR and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.10 Permits

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state, and municipal laws, codes, and regulations, and any applicable freight work permits, authorizations, etc. and/or visas in connection with the performance of the contract.

H.11 Notification of Debarment/Suspension Status

The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.

H.12 Taxes

The Contractor shall provide to the Contracting Officer copies of all statutes or ordinances imposing new taxes within thirty (30) calendar days of the Contractor's identification of such statutes or ordinances. See JP3 Clause 6-40 for additional information regarding federal, state, and local taxes.

SECTION I - CONTRACT CLAUSES

I.1 JP3 Clause B5, 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 the following address: <http://www.uscourts.gov/procurement/clauses.htm>

Number	Title	Date
B-20	Computer Generated Forms	Jan 2003
1-5	Conflict of Interest	Jan 2003
1-10	Gratuities or Gifts	Jan 2003
2-20A	Incorporation of Warranty	Jan 2003
2-20B	Contractor Warranty	Jan 2003
2-20C	Warranty of Services	Jan 2003
2-50	Continuity of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
2-90 B	Option for Increased Quantity	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
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit and Records - Negotiation	Jan 2003
3-120	Order of Precedence	Jan 2003
3-140	Notice to the Judiciary of Labor Disputes	Jan 2003
3-160	Service Contract Act of 1965, as Amended	Jan 2003
3-175	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	Jan 2003
3-205	Protest after Award	Jan 2003
6-30	Insurance	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
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	Jan 2003
7-85	Examination of Records	Jan 2003
7-100A	Limitation of Liability (Products)	Jan 2003
7-100B	Limitation of Liability (Services)	Jan 2003
7-110	Bankruptcy	Jan 2003
7-115	Availability of Funds	Jan 2003

7-120	Availability of Funds for the Next Fiscal Year	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
7-175	Assignment of Claims	Jan 2003
7-185	Changes	Jan 2003
7-195	Excusable Delays	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	Jan 2003
7-230	Termination for Default - Fixed Price Products and Services	Jan 2003
7-235	Disputes (Note 2)	Jan 2003

I.2 JP3 Clause 2-20C, Warranty of Services (JAN 2003)

I.2.1 Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

I.2.2 Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the judiciary. This notice will state either:

- a. that the Contractor shall correct or re-perform any defective or nonconforming services; or
- b. that the judiciary does not require correction or re-performance.

I.2.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

I.2.4 If the judiciary does not require correction or re-performance, the Contracting Officer will make an equitable adjustment in the contract price.

I.3 JP3 Clause 2-90A, Option for Increased Quantity (JAN 2003)

The judiciary may increase the quantity of products called for in this contract by requiring the delivery of the numbered line item identified in the schedule as an option item, in the quantity and at the price set forth in the schedule. The Contracting Officer may exercise this option, at any time within the period specified in the schedule, by giving written notice to the Contractor. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

I.4 JP3 Clause 2-90B, Option for Increased Quantity - Separately Priced Line Item (JAN 2003)

The judiciary may require the delivery of the numbered line item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the schedule. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.5 JP3 Clause 2-90C, Option to Extend Services (JAN 2003)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the then current expiration date of this contract.

I.6 JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

I.6.1 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 must 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.

I.6.2 If the Judiciary exercises this option, the extended contract must be considered to include this option provision.

I.6.3 The total duration of this contract, including the exercise of any options under this clause, must not exceed 60 months from the date of contract award.

I.7 JP3 CLAUSE 7-115, Availability of Funds (JAN 2003)

Funds are not presently available for this contract. The judiciary's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.8 JP3 CLAUSE 7-130, Interest (Prompt Payment) (JAN 2003)

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

I.9 Yearly Appropriations

The funding for judiciary expenditures is dependent upon yearly appropriations from Congress. In the unlikely event the Court is unable to process Contractor's invoices due to a lapse in funding, the Contractor shall not interrupt, disrupt, terminate, and/or interfere with services provided and/or to be provided to the Court in any shape, form, or manner nor will the Contractor impose penalties of any sort. See JP3 Clause 7-130 for additional information regarding interest on overdue payments.

SECTION J - LIST OF ATTACHMENTS

- Appendix A Pricing Forms**
- Appendix B Existing Court Telephone Numbers**
- Appendix C Standard Form Cover Sheet (SF 33)**
- Appendix D Information Q&A**

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 must 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 the following address:

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

Number	Title	Date
3-15	Place of Performance	Jan 2003
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Jan 2003

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

K.2.1 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 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.

K.2.2 All offerors must submit the information required in paragraphs (4) through (6) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© 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.

K.2.3 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.

K.2.4 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.

K.2.5 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 _____.

K.2.6 *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)

- K.3.1** a. The offeror certifies, to the best of its knowledge and belief, that:
1. 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 indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1.a(1)(b) of this provision; and
 2. 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.
- b. "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).
- c. 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.

K.3.2 The offeror must 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.

K.3.3 A certification that any of the items in paragraph (1) 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.

K.3.4 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 (1) 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.

K.3.5 The certification in paragraph (1) 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)

K.4.1 The offeror certifies that:

- a. 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:
 - (1) those prices;
 - (2) the intention to submit an offer; or
 - (3) the methods or factors used to calculate the prices offered.
- b. 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
- c. 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.

K.4.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

- a. 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 1.a through 1.c of this provision; or
- b.
 - (1) 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 1.a through 1.c 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*);
 - (2) as an authorized agent, does certify that the principals named in subdivision 2.b.(1) of this provision; have not participated, and will not participate, in any action contrary to paragraphs 1.a through 1.c of this provision; and
 - (3) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs 1.a through 1.c of this provision.

K.4.3 If the offeror deletes or modifies paragraph 1.b of this provision, the offeror must 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: _____

K.6 Inquiries

The contact responsible for supplying additional information and inquirers concerning the Solicitation Document is the Contracting Officer. All questions concerning this Statement of Work shall be in writing and shall be submitted to the Court only to the Contracting Officer via e-mail as follows: james_beatty@innb.uscourts.gov. Telephone questions will not be accepted. All answers to questions will be provided to all offerors being solicited. All questions must be received by the Contracting Officer no later than ten days from the date of issuance of this solicitation document. Contact with any other government official except the Contracting Officer concerning this solicitation may result in disqualification of the offeror from consideration for award of contract.

K.7 Amendments to the Proposal

Changes (e.g., revisions, updates, amendments and/or modifications) to the Offeror's proposal shall be accomplished by amended page(s) as follows:

K.7.1 Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside right margin of the page.

K.7.2 Inserted pages shall be numbered appropriately using the volume number followed by a dash and standard Arabic numbers and (Page # of Total Pages). Examples are as follows:

- a. **I-1(1 of 1)** would be the page number for the page inserted after Page 1, Volume I;
- b. **II-2(1 of 2)** and **II-2(2 of 2)** would be the page numbers for the two (2) pages inserted after Page 2, Volume II.

K.7.3 The date of the amendment shall be included on the lower right-hand edge of the page.

K.7.4 Changes shall be submitted in the same format, manner, and quantities as required for the initial proposal submission and are subject to JP3 Provision 3-90, "Late Submissions, Modifications, and Withdrawals of Offers."

K.8 Proposals Not Selected

Proposals that were not selected will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Such notification will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient. Unsuccessful Offerors may request a debriefing.

K.9 Proposal Submission Address

Proposals and questions must be e-mailed to:

James Beatty, Contracting Officer
United States Bankruptcy Court
Northern District of Indiana
401 South Michigan Avenue
P. O. Box 7003
South Bend, Indiana 46634-7003
james_beatty@innb.uscourts.gov

K.9.1 General Instructions for the Preparation of Proposals

This section provides instructions on how to prepare and submit a proposal in response to the Solicitation. Offerors that cannot meet each and every requirement defined in Section C of this Solicitation should not respond.

K.9.2 Proposal Instructions

The Offeror's proposal must 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 Court.

The Offeror must furnish one (1) copy of Volume I: Business Proposal, and one (1) copy of Volume II: Technical Proposal.

K.9.3 Proposal Format

The Offeror's proposal must consist of two parts: (I) Volume I: Business Proposal, and (ii) Volume II: Technical Proposal. The Offeror must tailor its proposal volumes to the Solicitation (same as RFQ) format; specifically, each proposal paragraph must be identified with the corresponding Solicitation paragraph number(s) being addressed. 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 information: the proposal must denote breakdown of charges as follows:

VOLUME I: BUSINESS PROPOSAL

- Part 1: Cover Sheet
- Part 2: Solicitation Sections
- Part 3: Pricing Forms

VOLUME II: TECHNICAL PROPOSAL

- Part 1: Contract Compliance: Solicitation Requirements
- Part 2: Installation Requirements
- Part 3: System Acceptance Test Plan
- Part 4: Contention and Resolution Plan
- Part 5: Management and Business Risk
- Part 6: Management and Business Risk: Past Performance

VOLUME III: ASSUMPTIONS, CONDITIONS, AND/OR EXCEPTIONS

K.9.4 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal shall consist of the three (3) parts/sections described below:

K.9.5 Volume I: Part 1 - Cover Sheet

Blocks 12 through 16 of Standard Form 33 (Appendix C of this RFQ) shall be completed by the Offeror, and Blocks 17 and 18 shall be signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions. 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.

K.9.6 Volume I: Part 2 - Solicitation Sections

The Offeror shall complete all blocks in Paragraph G.5 and Subparagraph H.7.2 of the solicitation document and include the full paragraphs in this part of Volume I: Business Proposal. Additionally, the Offeror shall check or complete all applicable boxes or blocks in the paragraphs (including subparagraphs) under Section K and include the full section in this part of Volume I: Business Proposal.

K.9.7 Volume I: Part 3 - Pricing Forms

K.9.7.1 The Offeror shall incorporate the complete Section B of the solicitation document and agree to comply with these provisions. Offerors are required to provide separate pricing for each Contract Line Item Number (CLIN) using the pricing forms provided in Section B.

K.9.7.2 All prices shall be on a fixed-price arrangement for all specified services, features, and requirements in Section C for each applicable period of the contract and for the total life of the contract. Offerors shall provide the total price for all basic and/or mandatory requirements and the total price for all options. See Paragraph G.2 for information regarding billing and payment terms.

K.9.7.3 The facilities and services (including items) and price shall include (but not limited to) all services, equipment, accessories, cables, connectors, interface units, and other related items for installed facilities, services, and items ready for operation by the Court. Any material, equipment, or information specified in the Contractor's proposal which are necessary for complete and operational facilities, services, and items for which a price is not specifically identified by the Offeror shall be considered to be included in the price of another item or provided at no cost to the Government unless otherwise provided in this contract.

K.9.7.4 The following are special instructions for completing the Pricing Forms:

- a. The quantities identified in this contract are estimates only. Actual quantities may be less, equal, or greater than the estimated quantities at the time of contract award and/or after contract award. Any changes to these quantities will result in modification to the delivery order(s). Where quantities for facilities, services, and items change, the total prices will be adjusted based on the changed quantities

using the quoted unit prices.

- b. The Offeror shall provide supporting documentation explaining the “basis” for the proposed pricing (e.g., commercial list price, GSA Schedule, and so forth).
- c. Appendix A, Form A.1A, Base Quote, contains the total installation price, the total monthly recurring price, and the total cost for each period of the contract. These prices must be consistent with the corresponding prices shown on Appendix A, Form A.2A, Monthly Recurring Prices and Appendix A, Form A.3A, Installation Prices.
- d. Appendix A, Form A.2 Intra-Lata Usage Prices, contains the per-call usage charges for intra-LATA calls. These schedules shall list the per-minute usage charges for all calls outside the flat-rate calling area during normal business hours (from 7:00 a.m. to 6:00 p.m., Monday through Friday). The Offeror also shall attach a sample invoice for the facilities, services, and items specified, including example calls with usage charges detailing (e.g., mileage range and whether calls are to the second or rounded up to the next minute). The Offeror shall insert rows in the table as necessary to list all charges.
- e. The price tables on Appendix A, Forms A.2A and A.3A shall include a complete list of all facilities, services, and items required to satisfy the requirements and specifications stated herein. The Offeror shall insert rows in the tables as necessary to list all facilities, services, and charges required to meet the requirements and specifications herein.

Generic names for each required facility, service, and charge are listed in the second column of Appendix A, Forms A.2 and A.3. Because these items are referred to with different marketing names by the different providers, the Provider Designation (third column) on these forms shall be completed. 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.

- f. The unit prices for facilities, services, and other items 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 clause but not itemized on the monthly invoices. See Paragraph H.12 for further information regarding taxes. See Subparagraph K.9.7.3 for additional information regarding prices.

- g. The Total Price for each item listed in Appendix A, Forms A.2a and A.3a should equal the Unit Price multiplied by the Quantity for that item. As such, the Total Price for each item listed should equal the Unit Price multiplied by the Quantity for that item.

K.9.7.5 All prices shall be firm-fixed prices. For those Offerors whose pricing for each year is controlled by a tariff, Offerors shall 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 must be supported by documentation to show that the projected amount is reasonable.

K.9.8 VOLUME II: Technical Proposal

Volume II: Technical Proposal shall be used to determine the technical acceptability of the Offeror/Contractor with regards to its understanding, acceptance, and compliance with the requirements and specifications set forth in the Statement of Work/Specifications.

Section C describes the facilities, services and items that the Court is planning to acquire through this solicitation. The requirements and specifications for these facilities, services and items are defined in Paragraphs C.2 through C.8 (including associated subparagraphs). Section E describes the requirements for inspection and acceptance. These requirements, however, may be further defined in other sections of this solicitation as appropriate.

Every effort has been made to use industry standard terminology throughout the solicitation, but the Offeror is advised that industry standard terminology is not used by all service providers and, in many cases, no industry standard terminology exists. It is the responsibility of the Offeror to define the terminology used in its proposal if believed a question may occur as to its meaning.

This volume of the proposal shall consist of the six (6) parts/sections described below:

K.9.9 Volume II: Part 1 - Contract Compliance: Solicitation Requirements

K.9.9.1 Section 1, General Requirements and Specifications: This section shall include the Offeror's response to Paragraph C.2 and each of its subparagraphs. The Offeror shall describe how it proposes to meet each requirement and specification. This description shall be at a level of detail sufficient to allow the Court to fully understand how the proposed solution would meet — or possibly exceed — the minimum mandatory requirements. Statements such as "the requirement is fully met" or "the requirement is met as described in the documentation supplied" will not be considered acceptable. Merely repeating the requirement and specification with a statement that the Offeror/Contractor will meet the requirement and specification is not sufficient, and the proposal may be rejected from further consideration.

K.9.9.2 Section 2, Minimum Standards of Performance and Other Requirements: This section shall include the Offeror's response to Paragraph C.8, which is further defined in Paragraphs F.9 and F.10 (including their associated subparagraphs). The Offeror shall refer to the directions under Subparagraph K.9.9.1 for instructions in the preparation of responses for this section.

K.9.9.3 Section 3, Information Form: This section shall include the completed Information Form, which shall be used to provide additional information regarding the Offeror/Contractor's abilities and approach to meeting the requirements and specifications of this contract.

K.9.10 Volume II: Part 2 - Installation Requirements

The Offeror shall refer to the directions under Subparagraph K.9.9.1 for instructions in the preparation of responses for this section.

K.9.10.1 Section 1, Setup and Installation: The Offeror shall respond to Paragraph C.4 and each of its associated subparagraphs.

K.9.10.2 Section 2, Project Schedule Plan: The Offeror shall prepare a Project Schedule Plan which sets forth all of the steps associated with the project, propose realistic dates for each to be accomplished, and identify who is responsible for accomplishing the task (whether it be the Court or the Contractor) to meet the required cut over dates specified in the delivery schedule in Paragraph F.6. See Paragraph F.7 for additional information regarding the Project Schedule Plan.

- a. The Plan shall include a description of start-up methods proposed to meet the Court's requirements, including any Court responsibilities for preparing the premises and facilities for installation of the specified digital and analog facilities, services, and items. The Plan must identify crucial steps, and the impact to the cut over date, if schedule slippage should occur.
- b. The Plan shall clearly identify any work and/or level of effort where subcontractors will be used to meet the requirements. See Subparagraph K.9.13.3 for additional information regarding subcontractors.

K.9.10.3 Section 3, Government Furnished Support: The Offeror shall review the information in Paragraph C.7 (including associated subparagraphs) and elaborate on each of the Court-listed responsibilities and/or furnished support, as it coincides with the Contractor's Project Schedule Plan. Responsibilities may include steps for the preparation of the site, including what should be made available by the Court. If the Offeror requires additional steps/tasks which need to be performed by the Court, these must be added and detailed.

K.9.10.4 Section 4, System Documentation and Traffic Studies: The Offeror shall respond to Paragraphs C.4.4 and C.6.1 (including their associated subparagraphs).

K.9.11 Volume II: Part 3 - System Acceptance Test Plan

The Offeror shall refer to the directions under Subparagraph K.9.9.1 for instructions in the preparation of responses for this section.

The Offeror shall develop and provide a complete, detailed Test Acceptance Plan. This plan shall include testing of all proposed facilities, services, and items. At a minimum, the test plan shall meet the requirements of Section E, Paragraph E.3 (including associated subparagraphs). All tests shall be performed according the Offeror’s Test Acceptance Plan, as approved by the Court.

K.9.12 Volume II: Part 4 - Contention and Resolution Plan and Disaster Recovery

The Offeror shall refer to the directions under Subparagraph K.9.9.1 for instructions in the preparation of responses for this section.

K.9.12.1 The Offeror shall develop and provide a 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.5 (including associated subparagraphs).

K.9.12.2 The Offeror shall develop and provide a complete, detailed plan for the repair and restoral of services and other items. This plan shall include procedures for reporting service issues and other problems and/or troubles. At a minimum, repair and restoral services shall meet the requirements of Section C, Paragraph C.5 (including associated subparagraphs).

K.9.13 Volume II: Part 5 - Management and Business Risk: Corporate Experience and Personnel

K.9.13.1 Section 1, Contractor Personnel: The Offeror shall propose specific team members who possess the qualifications needed by the Court in accordance with all of the requirements defined herein, including those of the Project Manager.

Resumes for proposed key personnel shall be included in this section. Each resume shall be no more than three (3) pages in length and shall contain the following information (the same information must be provided for each personnel proposed through subcontracting opportunities):

a.	Full name.
b.	Title of skill category for which individual is proposed.
c.	Education (including degrees awarded).

d.	Chronological work experience (<i>starting with the most recent</i>) that substantiates by involvement and duration the skill positions and services that they are being proposed for, including company name and phone number of immediate supervisor.
e.	Three (3) client references to verify qualifications. Client references shall include the client's name, title, address, and current telephone number.
f.	A brief narrative relating work experience to the effort required herein.
g.	A statement of availability and commitment for this contract of the individual(s) designated as key personnel.
h.	A dated and signed statement by the individual certifying that the information of the resume is true and accurate.
i.	A dated and signed statement of an official of the company certifying that the information of the resume is true and accurate to the best of his/her knowledge.

K.9.13.2 Section 2, Corporate Experience: The Offeror shall provide references for up to five (5) sites (preferably larger Government agencies) at which the facilities, services, and items described herein have been provided, installed, and are currently being operated, in the South Bend metropolitan area. At a minimum, each reference site description shall include the following information:

a.	Business/organization name and agencies supported.
b.	Technical Point of Contact (name, title, address, and telephone number).
c.	Contracting Officer (name, title, address, and telephone number).
d.	Original contract value and duration, and total value to date of all modifications/ follow-ons to the original contract.
e.	Description of facilities, services, and items provided, the contract effort, and the installation date.

K.9.13.3 Section 3, Subcontracting: Where subcontractors will be used to meet the requirements, they must be included as Contractor personnel but separately identified as a subcontractor. The Offeror shall 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. The Offeror also shall provide a description of the subcontractor's experience applicable to the work which will be performed by the subcontractor on this proposal, include information on similar tasks completed by the subcontractor for other clients.

K.9.14 Volume II: Part 6 - Management and Business Risk: Past Experience

Past performance will be evaluated to determine both the Offeror's capability to perform the requirements of this RFQ and to determine recent customer satisfaction with the Offeror and the facilities, services, and other items provided under their contract. The references provided in response to Subparagraph K.9.13 will be used as the basis for the evaluation. The Contracting Officer and/or the technical point of contact will be contacted to validate the Offeror's written response and to determine satisfaction with the Offeror and the facilities, services, and other items provided under their contract. See Subparagraph M.2.1.2.4 for additional information regarding the evaluation of past performance.

K.9.15 VOLUME III: Assumptions, Conditions, and/or Exceptions

The Offeror shall include all (if any) assumptions, conditions, and/or exceptions upon which the contractual and cost/price terms and conditions of the Offeror/Contractor's proposal is based. If not included in this Section, it will be assumed that none exists and that the Contractor agrees to comply with all of the terms and conditions set forth herein this solicitation document, including all requirements, specifications, and provisions. It is not the responsibility of the government to seek out and identify assumptions, conditions, and/or exceptions buried within the Offeror/Contractor's proposal.

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 must 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 the following address:

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

Number	Title	Date
2-1	Warranty Information	Jan 2003
2-70	Site Visit	Jan 2003
3-10	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)

L.2.1 The protestor has a choice of protest forums. However, if the same party files a protest with an external forum on the same solicitation as a protest to the judiciary, the judiciary protest will be dismissed. It is the policy of the judiciary to encourage parties to seek resolution of disputes with the Administrative Office of the United States Courts, rather than before the General Accounting Office (GAO) or in the Federal Court.

L.2.2 Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

- a. any protest must be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It must 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.
- b. a protest must be filed not later than ten (10) calendar days after the basis of the protest is known, or must 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, must 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 8:30 a.m. to 5:00 p.m., Eastern Standard Time. (*local time, Spring 2006, to be determined for Saint Joseph County by the Department of Transportation*). Time for filing a document expires at 5:00 p.m., Eastern Standard Time, on the last day on which such filing may be made.
- c. the protest must include the following information:
 - (1) name, address, and fax and telephone numbers of the protester;
 - (2) solicitation or contract number;
 - (3) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;

- (4) copies of relevant documents;
- (5) request for a ruling by the judiciary;
- (6) statement as to the form of relief requested;
- (7) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (8) all information establishing the timeliness of the protest.

L.2.3 Protests that are filed directly with the judiciary, and copies of any protests that are filed with the General Accounting Office (GAO), will be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from: James Beatty, United States Bankruptcy Court, 401 South Michigan Street, South Bend, Indiana 46601.

L.2.4 The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

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

The judiciary plans to award a firm fixed-price type of contract under this solicitation, and all offers must 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 must be submitted by e-mail 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 ten calendar days from date of issuance of the solicitation document.

All e-mail correspondence relating to the solicitation document must be submitted to:
james_beatty@innb.uscourts.gov.

L.5 Submission Address and Due Date

Proposals by e-mail are due no later than 4:00 p.m. Eastern Standard Time on _____, 2006. (*local time, Spring 2006, to be determined for Saint Joseph County by the Department of Transportation*). Offers will be subject to JP3 Provision 3-90, "Late Submissions, Modifications, and Withdrawals of Offers."

United States Bankruptcy Court
401 South Michigan Street
P.O. Box 7003
South Bend, IN 46634-7003
ATTN: James Beatty, Contracting Officer
E-mail: james_beatty@innb.uscourts.gov

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 the following address: <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 Evaluation of Proposals

M.2.1.1 General

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.

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 RFQ as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

M.2.1.2 Evaluation Approach

Each proposal submitted in response to this solicitation must be evaluated for technical acceptability, technical excellence, and price reasonableness. Proposals must 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.2.1.2.1 Technical Acceptability Evaluation

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

The Contractor must acknowledge of the Contractor's understanding and acceptance of requirements set forth in the Statement of Work, Section C.2 through C.8 of the solicitation which is defined in Section F (including all subparagraphs). To be considered technically acceptable, a proposal must address and clearly indicate compliance with all the requirements of these Paragraphs (including associated subparagraphs), in accordance with the instructions contained in Section K, Subparagraph 9 and all subparagraphs. Any Offeror failing to comply with all of the

requirements and specifications of these Paragraphs (including associated subparagraphs) will be deemed technically unacceptable, and will be dropped from further consideration for contract award.

M.2.1.2.2 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 following factors are of equal importance. For each factor, the evaluation will consist of an assessment of the degree to which the facilities, services, and items offered in the proposal provide added value, added capability, and/or reduced risk. Answers to the questions contained in Attachment D: Information Form will be evaluated as part of this assessment. It shall be noted that some factors may consists of sub-factors which are of equal importance. See subparagraphs (including associated subparagraphs) referenced below for a list of associated sub-factors.

	Technical and Management Excellence Factors.
1.	Set up and Installation Requirements (Section C.4).
2.	Performance Test Plan. (Section E.3).
3.	Contention and Resolution Plan. (Section E.5).
4.	Management and Business Risk: Corporate Experience and Personnel. (Section K9.13).
5.	Management and Business Risk: Past Performance Past Performance. (Section K.9.14).

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.

M.2.1.2.3 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.2.1.2.4 Evaluation of Past Performance

M.2.1.2.4.1 Past performance will be evaluated to determine both the Offeror's capability to perform the requirements of this RFQ and to determine recent customer satisfaction with the Offeror and the facilities, services, and items provided under their contract. As part of this assessment, the Government will consider the Offeror's abilities for successful performance of the contract, abilities to meet contractual schedules within proposed costs, abilities to fulfill and deliver customer requirements, the actual performance of facilities, services, and other items provided, and the level of customer satisfaction.

M.2.1.2.4.2 The Government will also consider the number of references provided by each Offeror. Offeror's with less past performance (fewer references) will not be penalized in the point scoring. The score for the experience provided will be averaged based on the number of references provided. Similarly, Offerors with no past performance will receive a "neutral" rating. However, the amount of past performance will be considered as a risk factor in the source selection, decision-making process, with less past performance considered a higher risk to the Government.

M.2.1.2.5 Evaluation of Information From Other Sources

The Government reserves the right to utilize all information available at the time of evaluations. The Government may rely on information made available through reference checks, information available through commercial sources (such as Dun and Bradstreet reports), and information publicly available (such as articles contained in periodicals). If information obtained through sources outside of the Offeror, substantially disagrees with the Offeror's proposal, the Offeror will be given an opportunity to address the inconsistencies during discussions and negotiations. Current users of the service also may be contacted to determine satisfaction with the Offeror/Provider's facilities, services, and related items.

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 reduced risk.

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.

M.5 Unrealistic Proposals

Offerors are placed on notice that any proposals which are unrealistic in terms of technical commitment or unreasonably high or low in cost or price may be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of the contract requirements and may be grounds for the rejection of the proposal.

M.6 Evaluation of Options

Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

M.7 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 reduced risk.

With regard to determining Contractor responsibility, the Government reserves the right to conduct a site survey/visit on the apparent awardee's facility prior to award.

M.8 Evaluation of Options

Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

APPENDIX A. PRICING FORMS

FORM A.1 - Base Quote	
Table A.1A - Basic Yearly Contract Summary	Page 74
FORM A.2 - Recurring Prices	Page 75
Table A.2A - Basic Monthly Contract - Year 1 Through Year 5	
FORM A.3 - Installation Prices	Page 76
Table A.3A - Basic Yearly Contract	
FORM A.4 - Moves, Adds, or Changes	Page 77
Table A.4A - Basic Monthly Contract - Year 1 Through Year 5	
APPENDIX B. EXISTING COURT TELEPHONE NUMBERS	Page 78
APPENDIX C. STANDARD FORM COVER SHEET	Page 79
Standard Form (SF 33) - Solicitation, Offer and Award	Page 79a
APPENDIX D. INFORMATION Q&A	Page 80

FORM A.1 - BASE QUOTE**TABLE A.1A - BASIC YEARLY CONTRACT SUMMARY**

YEAR	PRICE ELEMENT	PRICE	TOTAL
1	YEARLY RECURRING PRICE, FORM A.2A_(From date of award through September 30, 2006)	\$	\$
1	TOTAL INSTALLATION PRICE, FORM A.3A	\$	\$
2	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2006, through September 30, 2007)	\$	\$
3	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2007, through September 30, 2008)	\$	\$
4	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2008, through September 30, 2009)	\$	\$
5	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2009, through September 30, 2010)	\$	\$
		\$	

FORM A.2 - RECURRING PRICES

TABLE A.2A - BASIC MONTHLY CONTRACT - YEAR 1 THROUGH YEAR 5

(DATE OF AWARD THROUGH MONTH SIXTY)

CLIN	FACILITY/ SERVICE/ CHARGE	QUANTITY	<u>Year 1</u>		<u>Year 2</u>		<u>Year 3</u>		<u>Year 4</u>		<u>Year 5</u>	
			UNIT PRICE/ Mo.	TOTAL	UNIT PRICE/ Mo.	TOTAL	UNIT PRICE/ Mo.	TOTAL	UNIT PRICE/ Mo.	TOTAL	UNIT PRICE/ Mo.	TOTAL
1001	DIGITAL LINES (U. S. Bankruptcy Court)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1002	ANALOG LINES (U. S. Bankruptcy Court)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MONTHLY RECURRING PRICE			\$		\$		\$		\$		\$	
Monthly Recurring Price X Months in Contract yr. = YEARLY RECURRING PRICE												

FORM A.3 - INSTALLATION PRICES
TABLE A.3A -

CLIN	FACILITY/SERVICE/CHARGE	AMOUNT	UNIT PRICE	TOTAL PRICE
1001	<i>TELEPHONE SETS</i>		\$	\$
1002	<i>BUTTON EXPANSION MODULES</i>		\$	\$
1003	<i>OTHER CHARGES (please itemize)</i>		\$	\$
TOTAL INSTALLATION PRICE (Applies to Year One only)				

FORM A.4 - RECURRING PRICES

TABLE A.4A - BASIC MONTHLY CONTRACT - YEAR 1 THROUGH YEAR 5

CLIN	FACILITY/SERVICE/CHARGE	QUANTITY	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
			UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1001	MOVES, ADDS, OR CHANGES	1	\$	\$	\$	\$	\$

APPENDIX B

Existing Court Telephone Numbers 574-968-XXXX

574-968-2100	574-968-2243	574-968-2295
574-968-2204	574-968-2244	574-968-2296
574-968-2210	574-968-2245	574-968-2297
574-968-2211	574-968-2248	574-968-2298
574-968-2222	574-968-2254	
574-968-2226	574-968-2255	Other Information
574-968-2227	574-968-2256	Main Telephone number for Court: 574-968-2100
574-968-2228	574-968-2257	Existing DID Block of Assigned Numbers - 574-968-2200 to 574-968-2299
574-968-2229	574-968-2259	
574-968-2231	574-968-2270	Toll free telephone numbers
574-968-2232	574-968-2275	800-676-6856 should be immediately redirected to 574-968-2255 (ECF Help Desk)
574-968-2233	574-968-2280	800-755-8383 should be immediately redirected to 574-968-2275 (VCIS)
574-968-2234	574-968-2281	
574-968-2235	574-968-2282	Analog telephone numbers
574-968-2236	574-968-2283	574-968-5079
574-968-2237	574-968-2284	574-968-5080
574-968-2238	574-968-2286	
574-968-2239	574-968-2289	
574-968-2240	574-968-2292	
574-968-2241	574-968-2293	

APPENDIX C: STANDARD FORM Cover Sheet

Next Page - **Standard Form 33**

Page 79a

APPENDIX D: INFORMATION Q&A

1. Provide a list of all cities in the local calling area for flat-rate calling (without usage charges) to and from the Court with the proposed dial tone service. Describe the flat rate local calling area in terms of size and boundaries.
2. Describe any local network usage charges, zone charges, and other such charges that apply within the local calling area for the Court with the proposed dial tone service. Describe the size and boundaries of geographic area(s) covered.
3. Provide a list of all cities in the intra-LATA calling area and provide rate information to and from the Court with the proposed dial tone service. Describe the intra-LATA calling area in terms of size and boundaries and how such calls are billed (e.g., six-second increments, rounded to the next full minutes, and so forth).
4. Describe any requirements for attaching the circuits with T1/PRI signaling to the Court's Hybrid PBX Communication System Release 7 telephone system.
5. Specify any Court requirements for line buildout (LBO) and any other requirements for the signal from the Court's telephone system to the NI (e.g., signal attenuation, crosstalk control, sealing current magnitude, etc.)
6. Provide a detailed technical description of the network interface (NI) to be located in the telephone system switch room. Specify if a conventional NI with registered jacks (RJ48C, RJ48H, RJ48M) or DSX-1 Interface will be provided and the type of medium (e.g., copper, fiber, and so forth) that will be used to deliver services to the Court.
 - a. If twisted pair will be used as the medium, specify if the twisted pair impedance at the NI will be nominally 100 ohms.
7. Will it be possible for the Court to trace abusive or threatening telephone calls received on any or all of the digital trunks? Describe any requirements for providing this call trace capability.

8. Provide information on the Contractor's disaster recovery planning and their ability to continue service during regional electrical power outages, tornados, floods, earthquakes, fires, central office outages, etc. Please provide detailed information to include the following:
 - a. Does the Contractor provide alternate routing to another carrier if the Contractor's network goes down?
 - (1) If so, how will this be accomplished and to whom?
 - (2) If not, how will service be restored?
 - b. Does the Contractor agree to place the Court on the second highest level/tier for service restoration on the disaster recovery plan?
 - (1) What is the expected time frame for service restoration?
 - (2) Who else is included in this service level?
 - (3) Where will this place the Court in terms of service restoration in the second highest level/tier of service recovery?
9. Where are the Contractor's offices for administration, billing, and repair services located?
10. Does the Contractor dispatch service technicians in the South Bend area? Are the service technicians a part of the Contractor's organization or a separate subcontractor?
 - a. What are the hours of operation for the service center/technicians (e.g.,
 - b. 24 hours a day/7 days a week)?

11. Are repair services included in the normal monthly recurring charges?
 - a. How does the Contractor define routine repair service and what is the expected time for response (the specified response time shall include the arrival of the contractor's service personnel to the Court' premises unless the service request can be completed remotely)?

12. Are emergency restoral services included in the normal monthly recurring charges?
 - a. How does the Contractor define "emergency" restoral services and what is the expected time for response (the specified response time shall include the arrival of the Contractor's service personnel to the Court's premises unless the service request can be completed remotely)?

13. Describe the remote maintenance, testing, and monitoring included as part of the proposed services. Identify the type and frequency of the monitoring, capabilities to detect outages, types of alarms, and circumstances under which the Court notified of alarms or out of service conditions. Is this included in the normal monthly recurring charges?

14. Will remote loop-back testing be done on the Contractor's side of the NI or through the CSUs?

15. Are the facilities, services, and items proposed tariffed under the Indiana Utility Regulatory Commission (IURC) and/or the Federal Communications Commission (FCC)? If so, please specify all applicable tariffs, including whether a separate tariff needs to be applied for in order to meet the requirements of this contractual agreement.

16. Will the Contractor provide and own the required entrance cable for the proposed facilities and services? If not, what company will own the entrance cable, is the Contractor authorized to use this entrance cable, and what associated costs, if any, will be passed onto the Court for the use of this cable?

17. Does the Offeror propose to resell facilities, services, and items from a different contractor than the Offeror's company? If so, what company will be the contractor (e.g., provider) of the facilities, services, and items?
 - a. Will the provided facilities and services be co-located or virtually co-located with facilities, services, and items that may be provided by others?
 - b. If yes to question (a) above is there sufficient co-location space and/or virtual co-location space to allow for the required facilities, services, and items to be installed and delivered as specified in the delivery schedule?

18. What is the Contractor's guaranteed service delivery time from receipt of order, *including but not limited to* installation, testing, and acceptance, for new facilities, services, and items at the Court' premises for the following:
 - a. DS1
 - b. T1/PRI
 - c. Analog Business Trunk
 - c. Analog Business Line
 - e. Centrex Line
 - f. Other (*please list*):

19. If the Court determine that the Contractor fails to provide an acceptable level of service in terms of its networking and/or its customer service and/or the Contractor cannot continue to provide local services to the Court, will the Contractor switch the Court to another carrier of the Court's choice at the Contractor's expense and cancel said contract (without termination charges and other related fees) if the Court desire?

20. If it is determined that the Contractor cannot continue to provide competitive local dial tone services to the Court, will the Contractor allow the Court to terminate the contract and leave the Contractor's network? What is the procedure if the Court decides to terminate the contract and leave the Contractor's network (e.g., paperwork, notice, termination charges, etc.)?

21. Provide information about the following billing procedures and conditions:
 - a. Will the Contractor provide a 45 to 60 day billing cycle for the Court to make payment after receiving a bill?

 - b. Does the Contractor agree not to interrupt, disrupt, terminate, and/or interfere with telecommunications service provided and/or to be provided for the Court in any shape, form, or manner nor impose any penalties of any sort if the Court are unable to pay their bills as a result of a lapse in federal funding?

22. What toll blocking and/or toll screening capabilities are available from the Contractor?

23. Provide the following information with respect to the Offeror's network, services and/or facilities:
 - a. Distance and loss objective (in dB) between the serving central office and the subscriber location (e.g., Court premises)

 - b. Switch technology at serving central office

