



United States Bankruptcy Court  
Northern District of Indiana

Robert K. Rodibaugh United States Bankruptcy Courthouse  
401 South Michigan Street  
South Bend, Indiana 46601

Christopher M. DeToro  
Clerk of Court  
Telephone: 574.968.2100

Heather Beam  
Contracting Officer  
Telephone: 574.968.2227

April 30, 2015  
***Modified on July 7, 2015***

**1. Due Date**

Proposals are due by **4:00 PM Friday, July 31, 2015**

Your proposal may be e-mailed to: [Heather\\_Beam@innb.uscourts.gov](mailto:Heather_Beam@innb.uscourts.gov)  
Or

Mailed directly to:  
US Bankruptcy Court  
401 S. Michigan St.  
South Bend, IN 46601  
Attention: Heather Beam, Contracting Officer

**2. Information**

This Request for Proposal is to provide telephone line services, including but not limited to T1/PRI, DID, DOD, direct telephone lines for the US Court of Appeals, US District Court, US Bankruptcy Court and US Probation & Pretrial Service located in four separate federal buildings across the Northern District of Indiana as follows:

Robert A. Grant Federal Building, 204 S. Main St., South Bend, Indiana  
Robert K. Rodibaugh Bankruptcy Court Building, 401 S. Michigan St., South Bend, Indiana  
E. Ross Adair Federal Building and US Courthouse, 1300 S. Harrison St., Fort Wayne, Indiana  
Hammond Federal Building, 5400 Federal Plaza, Hammond, Indiana

Interested Contractors may submit quotes on one building or on any combination of buildings in this solicitation. The court reserves the right to award more than one contract.

**3. Questions**

All questions shall be e-mailed to: Heather\_Beam@innb.uscourts.gov

Telephone questions will not be accepted.

**4. Quotation Preparation**

See attached Statement of Work for details

**5. Quotation Evaluation Criteria**

Proposals will be evaluated in the following areas:

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

**6. 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.

**7. Period of Performance**

The period of performance for this contract is from the date of contract award for one year with four one-year options thereafter.

**8. Instructions**

In order to be considered for award, you must be able to meet all of the court's requirements as detailed in the Solicitation Sections A through K. Instructions and provisions regarding the submission of offers in response to this solicitation are included under Solicitation Section L "Instructions, Conditions, and Notices to Offerors." In accordance with Section L, the following should be included in your proposal:

- a. A cover letter listing the Offeror's attachments/enclosures and referencing the solicitation;
- b. A copy of form SF 33, with all required information completed in boxes 12 through 18, signed by an authorized representative.
- c. A copy of Solicitation Sections A through K, with all required information completed in Sections B, F.3, G.5, H.5, and K, signed by an authorized representative.
- d. Five references as described in L.8.2.
- e. Completed Pricing Forms as referenced in Section J, see Appendix A.

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**UNITED STATES COURT OF APPEALS  
UNITED STATES DISTRICT COURT  
UNITED STATES BANKRUPTCY COURT  
UNITED STATES PROBATION & PRETRIAL SERVICES  
NORTHERN DISTRICT OF INDIANA**

**SECTION A - STATEMENT OF WORK**

Dial Tone Service

This document represents a Statement of Work by the United States Court of Appeals, the United States District Court, the United States Bankruptcy Court and the United States Probation & Pretrial Services 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 dialtone service is to be installed at the following locations in the Northern District of Indiana as follows:

Robert K. Rodibaugh US Bankruptcy Courthouse  
401 S. Michigan St.  
South Bend, Indiana 46601

Robert A. Grant Federal Building  
204 S. Main St.  
South Bend, Indiana 46601

Hammond Federal Building  
5400 Federal Plaza  
Hammond, Indiana 46320

E. Ross Adair Federal Building and US Courthouse  
1300 S. Harrison St.  
Fort Wayne, Indiana 46802

Written cost quotations are required for the entire four building courthouse project. Written quotations must specifically breakdown and itemize costs by each courthouse building location. The selected vendor shall be able to begin work toward the installation of local dial tone service following award of the contract. Installation must be completed within 90 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:  
Heather\_Beam@innb.uscourts.gov.

**ORGANIZATIONS:**

United States Court of Appeals  
United States District Court  
United States Bankruptcy Court  
United States Probation & Pretrial Services  
Northern District of Indiana  
401 South Michigan Street  
South Bend, Indiana 46601

**CONTRACTING  
OFFICER:**

Heather Beam (574) 968-2227

**CONTRACTING OFFICER'S  
REPRESENTATIVE:**

Bob Hennesey (574) 246-8031

**E-MAIL:**

Heather\_Beam@innb.uscourts.gov

**PERIOD OF  
PERFORMANCE:**

The period of performance for this contract is from the date of acceptance of the specified services for one year, 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, regional, long distance and international calling as specified in Section C. of the contract.

### **B.2 Contract Line Items**

The Contractor shall provide contract pricing for all four building locations, listed separately as follows:

- B.2.1 Robert K. Rodibaugh US Bankruptcy Courthouse, South Bend, Indiana
- B.2.2 Robert A. Grant Federal Building, South Bend, Indiana
- B.2.4 Hammond Federal Building, Hammond, Indiana
- B.2.5 E. Ross Adair Federal Building and US Courthouse, Fort Wayne, Indiana

**B.2.1 Robert K. Rodibaugh US Bankruptcy Courthouse, 401 S. Michigan St., South Bend, Indiana**

**CLIN 0001 – Base Period (Contract Award first year plus four additional option years)**

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>Quantity</u>	<u>Unit Price/Month</u>	<u>Total</u>
0001AA	T1/PRI	1		
0001AB	Voice Channels	23		
0001AC	<u>DID Numbers</u> <i>See Appendix B</i>			
0001AD	Other Charges (itemize)	N/A		
0001AE	ISDN PRI Access	1		
0001AF	ISDN T1	N/A		
0001AG	ISDN PRI interstate access	1		
0001AH	All costs associated with installation			
0001AI	Directory Listing <i>See Appendix B</i>	2		

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

**Option Year One - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Two - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Three - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Four - Monthly Recurring Price** \$ \_\_\_\_\_

**B.2.2 Robert A. Grant Federal Building, 204 S. Main St., South Bend, Indiana**

**CLIN 0001 – Base Period (Contract Award first year plus four additional option years)**

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>Quantity</u>	<u>Unit Price/Month</u>	<u>Total</u>
0001AA	PRI	1		
0001AB	Voice Channels	23		
0001AC	<u>DID Numbers</u> <i>See Appendix B</i>			
0001AE	Other Charges (itemize)	N/A		
0001AF	ISDN PRI Access	1		
0001AG	ISDN PRI interstate access	1		
0001AH	All costs associated with installation			
0001AI	Directory Listing <i>See Appendix C</i>	10		

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

**Option Year One - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Two - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Three - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Four - Monthly Recurring Price** \$ \_\_\_\_\_

**B.2.3 Hammond Federal Building, 5400 Federal Plaza, Hammond, Indiana 46320**

**CLIN 0001 – Base Period (Contract Award first year plus four additional option years)**

CLIN	Facility/Service/Charge	Quantity	Unit Price/Month	Total
0001AA	PRI	1		
0001AB	Voice Channels	23		
0001AC	<u>DID Numbers</u> <i>See Appendix B</i>			
0001AD	Other Charges (itemize)	N/A		
0001AE	ISDN PRI Access	1		
0001AF	ISDN PRI interstate access	1		
0001AG	All costs associated with <u>installation</u>			
0001AH	Directory Listing <i>See Appendix C</i>	13		

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

**Option Year One - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Two - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Three - Monthly Recurring Price** \$ \_\_\_\_\_

**Option Year Four - Monthly Recurring Price** \$ \_\_\_\_\_

**B.2.4 E. Ross Adair Federal Building and United States Courthouse, 1300 S. Harrison St., Fort Wayne, Indiana 46802**

**CLIN 0001 – Base Period (Contract Award first year plus four additional option years)**

<b>CLIN</b>	<b>Facility/Service/Charge</b>	<b>Quantity</b>	<b>Unit Price/Month</b>	<b>Total</b>
0001AA	PRI	1		
0001AB	Voice Channels	23		
0001AC	<u>DID Numbers</u> <i>See Appendix B</i>			
0001AD	Other Charges (itemize)	N/A		
0001AE	ISDN PRI Access	1		
0001AF	ISDN PRI interstate access	1		
0001AG	All costs associated with installation			
0001AH	Directory Listing <i>See Appendix C</i>	8		

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

**Option Year One - Monthly Recurring Price      \$ \_\_\_\_\_**

**Option Year Two - Monthly Recurring Price      \$ \_\_\_\_\_**

**Option Year Three - Monthly Recurring Price      \$ \_\_\_\_\_**

**Option Year Four - Monthly Recurring Price      \$ \_\_\_\_\_**

## SECTION C - STATEMENT OF WORK/SPECIFICATIONS

### C.1 BACKGROUND (JAN 2003)

The United States Court of Appeals, the United States District Court, the United States Bankruptcy Court and United States Probation & Pretrial Services for the Northern District of Indiana (hereinafter referred to as “Court”) provide management support and services to the Bar and the general public. The Court includes 32 counties in the northern one-third of the State with offices located in Fort Wayne, Hammond, Lafayette and South Bend, Indiana.

The Court intends to purchase and have installed local dial tone and trunk services with digital 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 proposal forms (A.1, A.2, A.3 and A.4) in Appendix A. This project includes the four Court buildings. These buildings each house administrative offices, courtrooms and chambers used for judicial officers. All four buildings are currently occupied.

Currently telephone services are provided as follows:

Robert K. Rodibaugh US Bankruptcy Courthouse, South Bend, Indiana  
Service provider: Earthlink (existing contract to expire September 30, 2015)

Robert A. Grant Federal Building, South Bend, Indiana  
Service provider: Earthlink (existing contract to expire September 30, 2015)

Hammond Federal Building, Hammond, Indiana  
Service provider: Earthlink (existing contract to expire September 30, 2015)

E. Ross Adair Federal Building and US Courthouse, Fort Wayne, Indiana  
Service provider: Earthlink (existing contract to expire September 30, 2015)

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 proposal of the Contractor, as accepted by the government. All references to time of day in this document are specified by location in its applicable local court time zone.

The specified DS1 facilities with the digital trunk shall be connected to the existing VOIP telephone system to provide failover and fax service for the courts.

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

The Contractor shall provide local loop, local transport, and local access services, as applicable, to the specific service offering. This includes Intra-LATA transport services for connectivity between the [Regional Bell Operating Company (RBOC)] central offices, (CO), toll offices, Inter-Exchange carriers, and the Federal Government's AT&T Networkx program Judiciary National Network Order (JNNO). The service shall support VOIP and Analog equipment system access over analog (loop and ground start) and digital local central office access trunks for a court-owned VOIP and Analog system. The service delivery point for VOIP trunking services shall be the standard carrier/user demarcation point or network side of an on-premises, Private Branch Exchange (VOIP).

The contractor must port from the existing contracted carrier. All DID numbers are listed in Appendix B of this document. This will be done for each building and all coordination efforts to perform this task with the current contractor will be handled by the new service provider.

The service shall comply with all current 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.

### **C.2.1 VOIP TRUNKING FACILITIES (JAN 2003)**

The Contractor shall provide the Court with VOIP trunking facilities, ISDN-PRI and Digital T1, for local switched-voice and data services. The Contractor shall provide access to the local DCN router for making and receiving local area, toll, long-distance calls, and fax machine / fax server (e.g., calls on the network side of the VOIP). The contractor shall provide the following basic capabilities for the National VOIP system local access:

### **C.2.2 BASIC SERVICE CAPABILITIES (JAN 2003)**

The Contractor shall provide the following common basic capabilities for VOIP 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 (DTFM) dialing.
3.	Automatic Numeric Identification (ANI) for incoming and outgoing calls.
4.	Access to 911 service. Users shall be able to obtain emergency service/assistance by dialing 911.
5.	Operator Assistance. Operator assistance shall be provided for any dialing difficulties and other services offered by the service operator such as making conference calls.
6.	Access to AT&T Network program (JNNO) for all long distance calling.
7.	Primary Directory Listings ( <i>See Appendix C</i> )
8.	Number Portability. The contractor shall support existing line numbers at a government location.
9.	Flexible Disconnect. Both/Either party.
10.	Off-hook Time-out.
11.	Call and number suppression.
12.	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.
13.	Calls to vacant or disconnect numbers.
14.	Unauthorized calls

15.	Lack of authorization code.
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**C.2.3 FEATURES (JAN 2003)**

The Contractor shall make available the following features as additions to the basic service for VOIP system access configurations:

1.	Directory Assistance. Directory assistance (to obtain directory numbers) for the local calling area shall be provided by dialing 411 or (1-N.A.-)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.	Reference Directory Listings
7.	Pre-subscribed Inter-exchange Carrier (PIC)-2.
8.	Billing accounting codes - verified.
9.	Billing accounting codes - unverified.
10.	Authorization codes.
11.	Blocking caller-paid information phone numbers.
12.	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.

**C.2.4 ADDITIONAL FEATURES FOR NATIONAL VOIP SYSTEM ACCESS (JAN 2003)**

In addition to the features specified above, the Contractor shall provide the following features for VOIP system access:

1.	DID. This feature shall allow incoming calls to a VOIP 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 VOIP station users to gain access to the local CO without attendant assistance, by dialing an access code and receiving a second dial tone.
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. DID porting to / from these circuits will periodically be required by the courts. This service must be provided promptly and without charge to the courts.
5.	Main billing numbers will be needed for the PRI dedicated to the Court as follows: Grant Federal Building, South Bend (574) 246-8333; Rodibaugh Bankruptcy Courthouse, South Bend (574) 968-2100; Adair Federal Building, Fort Wayne (260) 423-6476; and Hammond Federal Building, Hammond (219) 852-6778.

### **C.2.5 VOICE (JAN 2003)**

The Contractor shall provide the following voice features:

1.	4 - ISDN PRI's for local, regional, long distance and international DID/DOD calling services over the public Switched Telephone Network.
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### **C.3 PERFORMANCE (JAN 2003)**

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

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

Transmission performance:

1.	All analog transmission parameters shall satisfy the values and ranges set forth in Section 7, Transmission, BOC Notes on the LEC Networks (Standard: Bellcore Pub SR-TSV-2275)
2.	All digital transmission parameters shall satisfy the values and ranges set forth in the High-Capacity Digital Special Access Service - Transmission Parameter limits and Interface Combinations (Standard: Bellcore Pub CR-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. Court will monitor service through the VOIP.

### **C.3.2 USER-TO-NETWORK INTERFACES**

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

Digital Trunk (for VOIP System Access configuration: incoming/outgoing/two-way traffic; direct inward/outward dialing).	
1.	T1 with extended super frame format at line rate of 1.544mbps and information - payload data rate of 1.536mbps.
2.	ISDN/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 ISDN-1 [Bellcore Pub SR-NWT-1937], National ISDN-2 {Bellcore Pub SR-NWT-2120}).
3.	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 INSTALLATION (JAN 2003)**

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

The installation includes all services, equipment, accessories, cables, wiring, connectors, interface units, and etc. for installed trunking services 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 shall be installed at the point of demarcation on the network side of the VOIP. Contractor will verify each installation for each building room number with COR as follows: Grant Federal Building, South Bend: Demarc = Room #007 - VOIP Room #117 Rodibaugh US Bankruptcy Courthouse, South Bend: Demarc = Basement security room - VOIP is located in the technology department server room on the first floor. Adair Federal Building, Fort Wayne: Demarc = Room #0121 - VOIP Room #1139 Hammond Federal Building, Hammond: Demarc and VOIP = Room #LL28
2.	The facilities and services shall be installed using new fiber-optic cable facilities to include riser cable from the entrance facility to the equipment room.
3.	The Contractor is responsible for providing and installing any additional distribution frames, blocks, miscellaneous hardware, termination, and cross connects required for the new facilities and services installation.
4.	The Contractor is responsible for shipping and delivery of all related equipment and materials to the location.
5.	The installation shall be completed. All facilities and trunks shall operate correctly and satisfy the specifications under Section C.2 and perform as specified under Section C.3.

6.	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.
7.	The Contractor shall have been in business for the same or similar type of work for a minimum of five years.
8.	Each person who is assigned to this contract effort and will work on the premises of each courthouse must have a background investigation completed prior to commencing work. The contractor shall provide the names, dates of birth, and social security numbers for all such personnel upon award of this contract to the COR. This information will be provided to the US Marshal's Service. There is no charge to the Contractor for this service.
9.	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.
10.	The Contractor shall coordinate the interconnection of the new facilities and services with the courts' technical representative. All facilities and services shall be in place and operational at the time of the circuit cut-over. Circuit cut over and programming will happen after-hours or over a weekend and be fully operational by the next business day. All installation and switch over dates must be coordinated in advance with the COR for each building location prior to starting the work.
11.	The Contractor shall comply with all applicable statutory safety requirements during installation.
12.	All work and material shall comply with all state and Federal laws, municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction. If there are violations of codes caused by the Contractor, the Contractor shall correct the situation at no additional charge to the Court. The Contractor must obtain all required licenses and permits at it's own expense.
13.	The Contractor shall be responsible for replacing, restoring, or bringing to original condition any damage to floor, ceilings, walls, furniture, grounds, pavement, etc. caused by their personnel and operations. Any damage or disfigurement shall be restored by the Contractor to its original condition at the Contractor's expense.
14.	All equipment installed in the equipment room shall be connected to a common ground bus strip using number 6 AWG copper wire which shall be connected to earth ground.

15.	The Contractor shall neatly and permanently label all digital and analog facilities on the demarcation connecting blocks. Following installation and cut-over, the contractor shall prepare and deliver a written inventory to the COR for all new digital and/or analog facilities and dial tone and trunk services consisting of the circuit identification number and telephone numbers assigned to the Courts. This inventory shall be provided at no additional charge to the Court.
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**C.4.2 IMPLEMENTATION PLAN**

The Contractor shall submit an Implementation Plan to the COR which outlines work schedule of days and hours each day that the Contractor’s employees will require access to the courthouses. This plan shall include detailed steps and dates of the full installation process. The work schedule will give specific dates for the following activities at the site: premises prepared by the 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 shall provide the specific voltage, amperage, phases and quantities of circuits required.
2.	Air Conditioning, Heating and Ventilation Requirements: The Contractor shall identify the ambient temperature and relative humidity operating ranges required to prevent equipment damage.

**C.4.4 CABLING AND WIRING**

The Contractor shall 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 room. 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 MAINTENANCE**

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

The Contractor shall respond to requests for repair service on the same day as receipt of the request for service during the term of the contract. Same day response to requests for repair service will be based on Monday through Friday, 8:00 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(s) unless the service request can be completed remotely by close of business of the same day repair service is requested.

The Contractor shall respond to requests for *emergency service* within *two (2) hours* of receipt of requests for service 24 hours per day, seven days per week during the term of the contract. Emergency service will be provided for failure of a DSI circuit resulting in the inability to receive incoming calls or make outgoing calls. The Court will monitor channels through VOIP. Emergency service will be provided for failure of any analog trunk group.

Out-of-order service must be restored to working order within eight continuous hours after initial arrival for routine service and four hours after arrival for emergency service. The eight hour routine restoration may be extended at the option of the Court.

If the trouble is determined to be the result of Court-owned equipment, the Contractor shall immediately inform the court and the Court will assume responsibility for corrective action.

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

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

## **C.6** **MANAGEMENT**

### **C.6.1** **MANAGEMENT SERVICES**

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

**C.6.2 INVOICES**

Contractor invoices shall be submitted monthly in arrears and shall provide an account summary for each building, 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.

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

United States Bankruptcy Court  
Financial Office  
401 South Michigan Street  
South Bend, IN 46601

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 shall also be itemized and summarized on the appropriate invoice.

Invoices shall show itemized charges, including but not limited to, facility charges, trunk 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.

**C.6. TRAFFIC STUDIES**

The Contractor shall 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 (Centrum Call Second) measurements for each hour for each trunk from 8:00 a.m. to 5:00 p.m. (local time, Monday through Friday, and cover periods no shorter than one week in duration. The Contractor shall provide the report in 7-10 business days after request by the Court.

**C.7 COURT FURNISHED SUPPORT**

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

1.	The Court designates Bob Hennesey, as the Court’s Contracting Officer Representative (COR). 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 will facilitate site visits to each building location by Contractor(s) who need to know locations of building entrance conduit, the building demarcation, and the Court’s designated equipment room. Arrangements must be made in advance with COR to set site visit dates.

5.	The Court shall assure that all backbone (riser) cable and terminations, at all locations, 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.
6.	The Court shall have responsibility for site preparation, modifications, and space improvements for enclosure, environmental control, utilities, fire safety, and security as necessary to support those telecommunications services to be housed in the courthouse.
7.	The Court shall provide access to the required areas of the courthouse for the facilities and services installation. Other reasonable access, support, and information requested by the Contractor and agreed to by the Court will be supplied.
8.	The Contractor shall return all government resources, property, and items to the Court upon project completion.

**C.8 COORDINATION**

The Contractor shall work with the existing telephone service vendor at each building location to ensure 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 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
2-45	Packaging and Marking	AUG 2004

**D.2 PAYMENT OF POSTAGE AND FEES**

The prices proposed are considered to be inclusive of 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.

## SECTION E — INSPECTION AND ACCEPTANCE

### E.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

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<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility of Products	JAN 2010

### E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer (CO) and the Contracting Officer's Representative (COR) may, at any time or place, inspect the services performed and the products delivered. The COR with the concurrence of the CO may reject any services or products that do not meet the highest requirements of the contract. No payment will be due for any services or products rejected under this clause.

### E.3 SYSTEM ACCEPTANCE TEST PLAN

After installation and cut over are completed, system acceptance tests shall be performed by the Contractor in conjunction with and in accordance with the Contractor's System Acceptance Test Plan. These tests may be performed at the same time as cut over. The Contractor shall notify the COR at least two (2) business days in advance of the cut over. The Contractor shall notify the COR at least two (2) business days in advance of the acceptance tests so that they may be witnessed and verified by the COR to ensure that the requirements and specifications set forth in this contract are met. All facilities, services, and items shall operate correctly as specified. The Court will accept the new facilities, services, and items when the acceptance tests have been satisfactorily completed and the specified criteria have been satisfied.

The Contractor's System Acceptance Test Plan shall be performed to demonstrate and include the following:

1. All facilities and trunks operate properly in both directions with the Court's telephone system equipment;
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 (*including but not limited to*), local, intra-LATA, FTS CSS/SVS long distance, non-FTS inter-LATA, international, directory assistance, and 911 emergency calls;
6. Quality and level of transmission consistent with published specifications for facilities, services, and items under operational traffic loads;
7. No noticeable, perceptible, or unacceptable noise, echo or distortion is detected;
8. All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications;
9. Documentation for facilities, services, and items, including system documentation and traffic studies, complete and on file at the court.

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

In the event that the digital facilities and dial tone and trunk services do not operate as required by the specifications in the contract, or have failed any tests defined in the System Acceptance Test Plan, the Contractor shall have a plan for identifying and resolving the cause of the problem(s). This Contention and Resolution Plan shall isolate (and correct, as necessary) faults in the facilities and trunks, copper cabling, and Court's telephone system equipment.

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

**SECTION F — DELIVERIES OR PERFORMANCE**

**F.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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 2010
7-200	Judiciary Delay of Work	JAN 2003

**F.2 CLAUSE 2-30A, TIME OF DELIVERY (APR 2013)**

1. The judiciary requires delivery to be made according to the delivery schedule specified in Section F.3 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.
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 CLAUSE 2-30B, DESIRED AND REQUIRED TIME OF DELIVERY (JAN 2010)**

1. The judiciary desires delivery to be made according to the following delivery schedule:

<b>Desired Delivery Schedule</b>	
<b>Location</b>	<b>Due Date</b>
All locations	within 90 days after contract award

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

**Required Delivery Schedule**

<b>Location</b>	<b>Due Date</b>
All locations	90 days after contract award

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

**Offeror's Proposed Delivery Schedule**

<b>Location</b>	<b>Due Date</b>
All locations	

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 shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails.

However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

#### **F.4 PERIOD OF PERFORMANCE**

The period of performance for the single-year contract is from the date of installation through one entire calendar year (Base Period - Year 1), with four (4) one-year options thereafter. Contract options shall be exercised pursuant to Clause 2-90D, Option to Extend the Term of the Contract.

The period of performance for the five-year contract is from the date of installation through five entire calendar years.

#### **F.5 DELAY OF DELIVERY SCHEDULE**

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

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

**SECTION G — CONTRACT ADMINISTRATION DATA**

**G.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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NUMBER	TITLE	DATE
7-125	Invoices	APR 2011

**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 Clause 7-135 and 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:

Nancy Noecker, Financial Manager  
U.S. Bankruptcy Court  
401 South Michigan Street  
South Bend, IN 46601  
e-mail: Nancy\_Noecker@innb.uscourts.gov  
Phone: 574-968-2226

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. Upon request by the Court, the Contractor shall provide a detailed report of usage charges including, but not limited to, 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 Clause 7-125 for additional information regarding invoices.

**G.3    CLAUSE 7-1, CONTRACT ADMINISTRATION (JAN 2003)**

1.     The Court’s Contracting Officer (CO) and Contracting Officer’s Representative (COR) for the contract will be the judiciary’s primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer’s name, business address, e-mail address, and telephone number. Written communications from the Contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.
  
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 shall be formalized by a proper contractual document executed by the Contracting Officer.

**G.4    CLAUSE 7-5, CONTRACTING OFFICER’S REPRESENTATIVE (APR 2013)**

1.     Upon award, a Contracting Officer’s Representative (COR) may be appointed by the Contracting Officer. The COR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COR will not be authorized to change any terms and conditions of the resultant contract, including price.
  
2.     The COR, if appointed, 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;
  
  - ©      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.

**G.5    CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)**

1.    The Contractor's representative to be contacted for all contract administration matters is as follows (Contractor complete the information):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

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

## SECTION H — SPECIAL CONTRACT REQUIREMENTS

### H.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1-1	Employment by the Government	JAN 2003
2-65	Key Personnel	APR 2013
3-70	Determination of Responsibility	JAN 2003

### H.2 FAILURE TO DELIVER SERVICES

If 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 shall agree that during the contract life, the prices set forth herein shall not exceed the Contractor's commercial price list (including applicable commercial discounts) and/or established tariff prices for similar (or identical) facilities, services, and items. If at any time this should occur, the Contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract. Similar facilities, services, and items are defined as comparable commercial technical services, such as local dial tone services (e.g., the equivalent to the Government's Circuit Switched Services/Switched Voice Services) and/or private line services (e.g., the equivalent to the Government's dedicated transmission services).

### H.4 CONTRACTOR REQUIREMENTS

1. Minimum Requirements

The Contractor must have been in business as a provider of the specified dial tone services for a minimum of five (5) years.

2. Contractor Facility Requirements

The Contractor must own and operate the required equipment to provide the specified services. The Contractor's equipment must be located in their own Central Office (CO) or co-located in the CO of the dominant local exchange carrier for each Court location.

3. Subcontracting Requirements

Subcontracting is allowable for technical support personnel, as described in the Contractor's proposal. The successful Offeror/Contractor, however, shall be the prime Contractor for procurement of the services and goods offered. The successful Offeror/Contractor alone will be held responsible by the Government for performance of all Contractor's obligations under any contract resulting from the Offeror's proposal. The Government in turn will render payment of any and all charges resulting from the purchase of services and goods solely to the prime Contractor.

**H.5 CONTRACTOR PERSONNEL REQUIREMENTS**

1. Minimum Requirements

All Contractor personnel will be expected to present a valid state-issued picture identification upon arrival to the Court's premises to begin project work. Contractor personnel shall be properly attired when on-site at a Court location and all dealings with Court staff and representatives shall be businesslike and courteous.

Contractor personnel assigned to this contract must be able to communicate effectively in English (verbally and in writing) with Court staff and representatives.

Installation personnel must have received training and have a minimum of three (3) years of installation experience for the facilities, services, and items proposed.

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 Project Manager 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 and only then in compliance with Paragraph H.5.3, "Substitution of Key Personnel", below. 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.5.3.

Key Personnel:			
Phone Number:			

3. Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the Contracting Officer's Technical Representative (COR) 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.

4. Key Personnel Designation

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

The Contractor's Project Manager shall be responsible for providing project management oversight during all hours of task order activity for all Contractor personnel. The Contractor's Project Manager also shall be responsible for formulating and enforcing work standards, assigning schedules, and reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates. See also Subparagraph H.5.6, Subcontracting Technical Support.

5. Changes / Removal of Contractor Personnel

The Court reserves the right to require the change/removal of any Contractor personnel from the contract, without penalty to the Government; furthermore, this right of removal may be exercised at any time during the term of the contract.

6. Subcontracting Technical Support

Subcontracting is allowable for technical support personnel, as described in the Contractor's proposal, but the Contractor's Project Manager shall be a prime Contractor employee who has in-depth experience in the type of services and goods required by the contract resulting from this solicitation.

## **H.6 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.7 TAXES**

With respect to any “after imposed taxes” identified by the Contractor, the Government will pay all state and local taxes applicable to telecommunications services delivered under this contract, with the following exceptions: (a) Taxes from which the Federal Government is expressly exempt under the authorizing state statute or local ordinance, and (b) Any state or local tax whose legal incidence of taxation is on the Federal Government.

The Court is exempt from the State of Indiana Tax and Federal Excise Tax. As such, any contract proposal amount (e.g., prices) shall not include the cost of any such taxes. The Contractor shall file an “Application of Exemption Certificate” with the Indiana Department of Revenue and submit copies of such certificate to the Court prior to commencement of any work.

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 Clause 6-40 for additional information regarding federal, state, and local taxes.

## **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 CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

## **H.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 GENERAL WORKING HOURS AND GOVERNMENT HOLIDAYS**

Normal business/office hours are from 8:00 a.m. to 5:00 p.m. local time; 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.12 SECTION 508 COMPLIANCE**

All services shall comply with all applicable requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as specified in Federal Acquisition Regulations (FAR) Part 39.

## **H.13 CLAUSE 4-160, CANCELLATION CEILINGS (JUN 2014)**

The cancellation period referred to in the "Cancellation under Multi-Year contracts" clause (Clause 4-150) applies to each line item period set forth in Section B, at the quantities set forth in Section B for each contract year. The cancellation ceilings applicable to each contract period are set forth below:

Contract Year	Cancellation Period*	Cancellation Ceiling*
Contract Year 2		
Contract Year 3		
Contract Year 4		
Contract Year 5		

\*To be completed by Offeror.

## SECTION I — CONTRACT CLAUSES

### **I.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
B-20	Computer Generated Forms	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-50	Continuity of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-135	Single or Multiple Awards	JAN 2003
3-205	Protest after Award	JAN 2003
4-55	Economic Price Adjustment - Standard Products	APR 2013
4-150	Cancellation Under Multi-year Contracts	JUN 2014
6-25	Insurance - Liability to Third Persons	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	JAN 2003
7-223	Termination for Convenience of the Judiciary (Short Form)	AUG 2004
7-230	Termination for Default (Fixed-Price Products and Services)	JAN 2003
7-235	Disputes	JAN 2003

## **I.2 CLAUSE 2-20C, WARRANTY OF SERVICES (JAN 2003)**

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.
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.

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.
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 CLAUSE 2-90A, OPTION FOR INCREASED QUANTITY (APR 2013)**

The judiciary may increase the quantity of products called for in this contract by requiring the delivery of the numbered line item(s) identified as an option item, in the quantity and at the price set forth in the line item(s). The Contracting Officer may exercise this option, at any time within the period specified in the contract, 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 CLAUSE 2-90B, OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (APR 2013)**

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the contract. 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 CLAUSE 2-90C, OPTION TO EXTEND SERVICES (APR 2013)**

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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days prior to the then current expiration date of this contract.

**I.6 CLAUSE 2-90D, OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 2013)**

1. The judiciary may extend the term of this contract by written notice to the Contractor no later than thirty (30) calendar days of the contract's current expiration date, provided that the judiciary gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

2. If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months from the date of contract award.

**I.7 CLAUSE 7-115, AVAILABILITY OF FUNDS (JAN 2003)**

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 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 Clause 7-130 for additional information regarding interest on overdue payments.

**SECTION J — LIST OF ATTACHMENTS**

<b>APPENDIX</b>	<b>DOCUMENT TITLE</b>	<b># OF PAGES</b>
A	PRICING FORMS	6
B	DID LISTING	4
C	Directory Listing	4

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

The Offeror shall complete the following representations and certifications.

**K.1 CLAUSE B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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 this address:

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

NUMBER	TITLE	DATE
3-15	Place of Performance	JAN 2003

**K.2 PROVISION 3-5, TAXPAYER IDENTIFICATION (APR 2011)**

1. Definitions

“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.

2. All Offerors shall submit the information required in paragraphs 4 and 5 of this provision to comply with debt collection requirements of 31 U.S.C. §7701(c) and 3325(d), reporting requirements of 26 U.S.C. §6041, 6041A and 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.

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.

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.

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 \_\_\_\_\_ .

6. Contractor representations.

The offeror represents as part of its offer that it is  is not  51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asia (Asian-Indian) American Owned (person with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual / concern, other than one of the preceding.

**K.3 PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2011)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
    - (A) are \_\_\_ are not \_\_\_, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
    - (C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - (D) have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
      - (1) Federal taxes are considered delinquent if both the following criteria apply:
        - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not fully determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
        - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent where enforced action is precluded.
    - (E) The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by a federal agency.
  - (2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities with a business entity (e.g. general manager, plant manager, head of a division, or business segment, and similar positions)

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 18 U.S.C §1001.

(b) The offeror shall provide immediate written notice to the contracting officer, if at any time prior to the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

#### **K.4 PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)**

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:
  - (I) those prices;
  - (ii) the intention to submit an offer; or
  - (iii) 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.

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 this provision; or
  - (b) 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 this provision

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*[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];*

  - (c) as an authorized agent, does certify that the principals named in this provision; have not participated, and will not participate, in any action contrary to this provision; and
  - (d) as an agent, has not personally participated, and will not participate, in any action contrary to this provision.
  
3. If the Offeror deletes or modifies any paragraph of this provision, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 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: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **SECTION L — INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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 this address:

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-125	Acknowledgment of Solicitation Amendments	JAN 2003
4-165	Price Proposal Instruction - Multi-year Contract	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

### **L.2 PROVISION 3-210, PROTESTS (JUN 2014)**

1. The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed
2. Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
  - a. any protest shall be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

- b. a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to 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 time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- c. the protest shall include the following information:
  - (I) name, address, and fax and telephone numbers of the protester or its representative;
  - (ii) solicitation or contract number;
  - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
  - (iv) copies of relevant documents;
  - (v) request for a ruling by the judiciary;
  - (vi) statement as to the form of relief requested;
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
  - (viii) all information establishing the timeliness of the protest
- 3. Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the Contracting Officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation.
- 4. The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

### **L.3 PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)**

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

#### **L.4 PROPOSAL SUBMISSION**

The Offeror is responsible for any and all expenses related to the preparation and submission of a proposal in response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

#### **L.5 MINIMUM ACCEPTANCE PERIOD**

All offers and pricing shall remain valid for a period of ninety (90) calendar days (e.g., minimum acceptance period) from the date specified for the receipt of offers, unless another time period is specified in an addendum to this solicitation. Offerors may specify a longer acceptance period than the Government's minimum requirement; an offer allowing less than the Government's minimum acceptance period, however, may be rejected. All pricing contained in the offer shall be in terms of U.S. currency.

The Offeror agrees to perform all tasks and functions and furnish all facilities, services, and items in compliance with its offer for the proposed prices, as accepted by the Government, if awarded the contract within the acceptance period. It shall be noted that the longer acceptance period whether specified by the Government or by the Offeror will be used to determine the actual minimum acceptance period.

#### **L.6 GENERAL FORMAT OF PROPOSALS**

The following is a summary of the required volume parts and sections prescribed in the paragraphs (including associated subparagraphs) below:

##### **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: Management and Business Risk

##### **VOLUME III: ASSUMPTIONS, CONDITIONS, AND/OR EXCEPTIONS**

## L.7 VOLUME I: BUSINESS PROPOSAL

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

1. Volume I: Part 1 - Cover Sheet

Blocks 12 through 16 of Standard Form 33 (Section A of the RFP) 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.

2. Volume I: Part 2 - Solicitation Sections

The Offeror shall complete all blocks in Paragraph G.5 and Paragraph H.5 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.

3. Volume I: Part 3 - Pricing Forms

- (a) 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. Additional rows and CLINs may be added by the Offeror as necessary.
- (b) 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.
- © The facilities and services (including items) and price shall *include (but not be 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.

- (d) The following are special instructions for completing the Pricing Forms.
- (I) The quantities identified in this contract are estimates only. Actual quantities may be less than, equal to, 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 proposed unit prices.
  - (ii) The Offeror shall identify the “basis” for the proposed pricing (e.g., commercial list price, GSA Schedule, and so forth).
  - (iii) The Base Proposal Forms for each Court location, contain the total installation price, the total monthly recurring price, and the total cost for each period of the contract as noted. These prices must be consistent with the corresponding prices shown on the corresponding Forms for Installation Prices and Monthly Recurring Prices.
  - (iv) The Forms with Intra-Lata Usage Prices contain the per-call usage charges for intra-LATA calls for each Court location. 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 shall insert rows and CLINs in the table as necessary to list all charges.
  - (v) The Forms shall clearly list all facilities, services, and items required to satisfy the requirements and specifications stated herein. The Offeror shall insert rows and CLINs in the forms as necessary to list all facilities, services, and charges required to meet the requirements and specifications herein.
  - (vi) Generic names for each required facility, service, and charge are listed in the second column of the Forms. 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 by the Offeror. 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, or another designation.

- (vii) 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 Clause 6-40, shall be included in the contract clause but not itemized on the monthly invoices.
  - (viii) The Total Price for each item listed in the Installation and Monthly Recurring Prices Forms should equal the Unit Price multiplied by the Quantity for that item.
- (e) 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. Once each year the contract 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.

## **L.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 Section C. 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 three (3) parts/sections described below:

1. Volume II: Part 1 - Contract Compliance: Solicitation Requirements
  - (a) Section 1, Technical Requirements and Specifications: This section shall include the Offeror's responses to the following paragraphs and each of their respective subparagraphs: C.2, C.3, C.4, C.5, C.6, C.7. The Offeror shall clearly identify and provide a complete response to each paragraph and subparagraph number.
  - (b) Section 2, Contract Requirements and Specifications: This section shall include the Offeror's statement of compliance with the requirements and specifications of the following sections: D, E, F, G, H, and I. The Offeror shall clearly identify and indicated compliance with each section including all paragraphs and subparagraphs.
  - © Section 3, Information Form: This section shall include the completed Attachment A: Information Form, which shall be used to provide additional information regarding the Offeror/Contractor's technical abilities and approach to meeting the requirements and specifications of this contract.
2. Volume II: Part 2 - Management and Business Risk: Corporate Experience and Past Performance
  - (a) Section 1, Offeror Experience and Past Performance: 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 Indiana area. At a minimum, each reference site description shall include the following information:
    - (I) Business/organization name and agencies supported.
    - (ii) Technical Point of Contact (name, title, address, and telephone number).
    - (iii) Contracting Officer (name, title, address, and telephone number).
    - (iv) Original contract value and duration. May also provide total value to date of modifications / follow-ons to the original contract.
    - (v) Description of facilities, services, and items provided, the contract effort, and the installation date.

The references provided 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.

- (b) Section 2, 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.

#### **L.9 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 M — EVALUATION FACTORS FOR AWARD

### **M.1 CLAUSE B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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 this address:

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

NUMBER	TITLE	DATE
2-85A	Evaluation Inclusive of Options	JAN 2003
4-155	Evaluation of Price Proposal - Multi-year Contract	JUN 2014

### **M.2 SUBMISSION OF INITIAL PROPOSALS**

The Government reserves the right to make award on the basis of the initial proposal submission; therefore, Offerors should submit initial proposals which respond most favorably to the Government's requirements.

### **M.3 EVALUATION PROCESS - 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, price and other factors considered, in accordance with the requirements stated below.

The evaluation will be conducted using the evaluation criteria as set forth in this Section. The Government reserves the right to determine the specific order and duration of individual activities as the evaluation proceeds, or call for discussions, proposal clarifications, or revisions at any time as may be determined to be in the Government's best interests. Each initial offer should contain the Offeror's best terms from a price and technical standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer, to fully explore and evaluate the merits of proposals submitted.

1. Evaluation Approach

Each proposal shall be initially evaluated for: (1) responsiveness to the solicitation, agreed upon terms and conditions, and (2) the ability to satisfy the requirements of the solicitation. The Court reserves the right to consider as acceptable only those proposals that are submitted in accordance with all requirements set forth or referenced in this solicitation. Offerors shall demonstrate an understanding of all requirements and a capability to provide the required facilities, services, and items. The Court reserves the right to reject proposals that do not address the totality of the solicitation requirements, including the contract terms and conditions. Only those proposals considered to be in compliance with all requirements herein shall be evaluated further for technical acceptability, technical and management excellence, and price reasonableness.

2. Technical Acceptability

The Government will evaluate each Offeror's proposal for compliance with the requirements of the following paragraphs and associated subparagraphs: C.2, C.3, C.4, C.5, C.6, C.7, and E.3. To be considered technically acceptable, a proposal must respond to and clearly indicate compliance with all the requirements of these Paragraphs (including associated subparagraphs), in accordance with the instructions contained in Section L. The Government will also evaluate each Offeror's proposal for compliance with the requirements of Sections D, E, F, G, H, I, and all associated paragraphs and subparagraphs. To be considered technically acceptable, a proposal must clearly indicate compliance with all requirements of these Sections (including associated paragraphs and subparagraphs), in accordance with the instructions contained in Section L. Any Offeror failing to comply with all of the requirements and specifications of these Sections, Paragraphs (including associated subparagraphs) will be deemed technically unacceptable, and will be dropped from further consideration for contract award.

3. Technical and Management Excellence

The Technical and Management Excellence Factors will be evaluated to determine which proposal offers the best management 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 and Management 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 A: Information Form will be evaluated as part of this assessment. It shall be noted that some factors may consist 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

- (a) Technical Excellence
- (b) Management and Business Risk - Corporate Experience and Past Performance
- (c) Price Reasonableness

The evaluation assessment of items a and b, will be depicted by narrative and an overall score for each proposal based on the following:

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

Technical Excellence, Corporate Experience, and Past Performance will be evaluated to determine both the Offeror's capability to perform the requirements of this RFP 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.

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 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.

#### 4. 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 Dunn 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.

#### 5. Price Evaluation

Offerors' proposed prices will be evaluated for reasonableness and offers containing unrealistic prices will not be considered for award. The total price for the base period and all option periods will be added together resulting in the total evaluated price.

#### 6. 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.

7. 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.4 CONTRACT AWARD**

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.5 PROVISION 3-70, DETERMINATION OF RESPONSIBILITY (JAN 2003)**

A determination of responsibility will be made on the apparent successful Offeror prior to contract award. If the prospective contractor 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.

**APPENDIX A. PRICING FORMS**

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**FORM A.1 - BASE Proposal**

**TABLE A.1A - BASIC YEARLY CONTRACT SUMMARY**

(Note: Additional copies may be made by the vendor to prepare the quotation for each location if needed)

<b>YEAR</b>	<b>PRICE ELEMENT</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>1</b>	YEARLY RECURRING PRICE, FORM A.2A (From date of award for one year)	<b>\$</b>	<b>\$</b>
<b>1</b>	TOTAL INSTALLATION PRICE, FORM A.3A	<b>\$</b>	<b>\$</b>
<b>2</b>	YEARLY RECURRING PRICE, FORM A.2A (First Option Year)	<b>\$</b>	<b>\$</b>
<b>3</b>	YEARLY RECURRING PRICE, FORM A.2A (Second Option Year)	<b>\$</b>	<b>\$</b>
<b>4</b>	YEARLY RECURRING PRICE, FORM A.2A (Third Option Year)	<b>\$</b>	<b>\$</b>
<b>5</b>	YEARLY RECURRING PRICE, FORM A.2A (Fourth Option Year)	<b>\$</b>	<b>\$</b>

**FORM A.2 - RECURRING PRICES**

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

**(DATE OF AWARD THROUGH MONTH SIXTY)**

(Note: Additional copies may be made by the vendor to prepare the quotation for each location if needed)

CLIN	FACILITY/ SERVICE/ CHARGE	QUANTITY	Year 1		Year 2		Year 3		Year 4		Year 5	
			UNIT PRICE/ Mo.	TOTAL								
1001	T1/PRI		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1002	Voice Channels		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1003	DID Numbers											
1003	Analog Lines		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1004	Other Charges		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1005	Telephone Lines		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1006	ISDN PRI Access		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1007	ISDN PRI Interstate Access		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CLIN	FACILITY/ SERVICE/ CHARGE	QUANTITY	Year 1		Year 2		Year 3		Year 4		Year 5	
			UNIT PRICE /Mo.	TOTAL								

1008	ISDN T1 Access		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1009	ISDN T1 Interstate access		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>MONTHLY RECURRING PRICE</b>			\$		\$		\$		\$		\$	
<b>Monthly Recurring Price X Months in Contract yr. = YEARLY RECURRING PRICE</b>												

**FORM A.3 - INSTALLATION PRICES**

**TABLE A.3A -**

(Note: Additional copies may be made by the vendor to prepare the quotation for each location if needed)

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

**FORM A.4 - RECURRING PRICES**

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

(Note: Additional copies may be made by the vendor to prepare the quotation for each location if needed.)

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				
1001	MOVES, ADDS, OR CHANGES	1	\$	\$	\$	\$	\$

**APPENDIX B - CIRCUIT LISTINGS BY BUILDING LOCATION**

**South Bend - Rodibaugh US Bankruptcy Courthouse 401 South Michigan Street South Bend, IN 46601**

Account 8065654 = 6 copper lines, 1.5M OS Complete w 20 DID Numbers  
PRI Circuit # = 1000 / DS1 / U9004325PR1 / IPLWIN75GT0DHDU.66874 NB

Copper Lines (Basic Business Lines)

574.968.4554  
574.968.5079  
574.968.5080  
574.807.8417  
574.807.8418  
574.807.8419

DID Numbers

574.807.8420 through 574.807.8439  
574.968.2211  
574.968.2231  
574.968.2281

**South Bend - Grant Federal Building 204 South Main Street South Bend, IN 46601**

Account 7473005 = 3 Copper Lines  
PRI Circuit # = 1000 / DS1 / U9004323PR1 / IPLWIN75GT0 DHDU.668484 NB

Copper Lines (Basic Business Lines)

574.367.3506  
574.234.2982  
574.234.3097

DID Numbers

574.246.8024	574.246.8029
574.246.8041	574.246.8068
574.246.8086	574.246.8106
574.246.8136	574.246.8145
574.246.8157	574.246.8178
574.246.8202	574.246.8002

574.246.8350 through 574.246.8365  
574.367.3466 through 574.367.3505

**Hammond - Hammond Federal Building 5400 Federal Plaza Hammond, IN 46320**

1 PRI = Account 7485311 - 1.5M T1 PRI

Circuit # = 1000 / DS1 / U9004366PRI / 1PLWIN75GTO - HCFD.756385 NB

BTN = (219) 554-6720

DIDs Should be as Follows:

219.554.6720 through 6739

219.852.3461	219.852.3623	219.852.3671
219.852.3488	219.852.3625	219.852.3673
219.852.3552	219.852.3627	219.852.3677
219.852.3577	219.852.3629	219.852.3683
219.852.3610	219.852.3633	219.852.3685
219.852.3621	219.852.3635	219.852.3688
219.852.3659	219.852.3637	219.852.3692
219.852.3750	219.852.3639	219.852.3701
219.852.3488	219.852.3641	219.852.3703
219.852.3577	219.852.3643	219.852.3752
219.852.3621	219.852.3645	
219.852.3750	219.852.3647	219.852.3754

219.852.6509	219.852.3649	219.852.3756
219.852.6525	219.852.3651	219.852.3758
219.852.6544	219.852.3653	219.852.3659
219.852.6611	219.852.3656	
219.852.6705	219.852.3658	
219.852.6721	219.852.3661	
219.852.6741	219.852.3664	

**Fort Wayne - E. Ross Adair Federal Building & US Courthouse 1300 South Harrison Street Fort Wayne, IN 46802**

Account 7473284 = 2 Copper line, 1.5M OS Complete c 74 DID Numbers.

PRI Circuit # = 1000 / DS1 / U9004354CM1 / 1PLWIN75GSR1R / DHSU / 026474 // GTEN

Copper Lines (Basic Business Lines)

260.399.8399

260.969.0108

DID Numbers

260.399.8400 through 260.399.8419

260.423.3007

260.423.3035

260.423.3045

260.423.3055

260.423.3082 through 260.423.3089

260.423.3108

260.423.3217

260.423.3231 through 260.423.3241

260.424.3716

260.439.1180 through 260.439.1187