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**PART I - THE SCHEDULE**

**SECTION A - SOLICITATION /CONTRACT FORM**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE 1	OF 43 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC-CAED-PBX-2010.01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/04/2010	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US District Court, Attn: Colleen Hutchison 501 I Street, Suite 4-200, Sacramento, CA 95814		CODE	8. ADDRESS OFFER TO (If other than item 7) US District Court 501 I Street, Suite 4-200, Sacramento, CA 95814		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 501 I Street, Suite 4-200, Sacramento, CA until 4:00 PM local time 06/24/2010 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Colleen Hutchison	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 916 9304021	C. E-MAIL ADDRESS chutchison@caed.uscourts.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**STANDARD FORM 33** (REV., 9-97)  
Prescribed by GSA - Far (48 CFR) 53.214 (c)

**SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 PRICING OVERVIEW**

The United States District Court for the Eastern District of California (the Court) is requesting proposals in anticipation of a contract for phone system equipment and services. The contract will encompass all costs associated with associated with equipment and service upgrades, one-time installation charges, and support for ongoing system maintenance for a period of 12 months.

The Contractor shall furnish all personnel, materials, services, equipment and items necessary to perform the requirements and specifications set forth in this contract. All travel expenses shall be included as part of the contract costs and shall be based on the Judiciary Travel Regulation (JTR).

Separate pricing shall be provided for each of the following Court Locations:

Sacramento - Robert Matsui Federal Building  
501 I Street  
Sacramento, CA. 95814

Fresno - Robert E Coyle Federal Building  
2500 Tulare Street  
Fresno, CA. 93721

**B.2 PRICING FORMS**

**SACRAMENTO - ROBERT MATSUI FEDERAL BUILDING**

<b>FORM</b>	<b>TITLE</b>
FORM L-1-B	Sacramento - Base Quote

**FRESNO - ROBERT E COYLE FEDERAL BUILDING**

<b>FORM</b>	<b>TITLE</b>
FORM R-1-B	Fresno - Base Quote

**B.3 PRICING CONTRACT PERIODS**

Pricing shall be one time with no single or multi year contact periods.

**B.4 PRICING QUANTITIES**

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 equipment and services, the total prices will be adjusted based on the changed quantities using the quoted unit prices.

## SECTION C — STATEMENT OF WORK/SPECIFICATIONS

### C.1 BACKGROUND

The United States District Court for the Eastern District of California (the Court) intends to purchase equipment and services at two different Court Locations. The Contractor shall furnish all the labor and materials to perform all the work required for the complete and prompt execution of everything described herein at the prices stated on the Pricing Forms contained in Section B.

The new equipment and services will support the Court's requirements at the locations listed in Section B. The Court owns and operates a Nortel Option 61 PBX (release 3, issue 0, version 2521) in Sacramento and a Nortel Option 11 PBX (release 4, issue 0, version 2121) in Fresno. The requested equipment and services will expand the Court's phone system and voice mail capacity and provide the latest phone system software upgrades.

*Unless otherwise changed by the Court, installation shall be complete and services and related items shall be fully operational, functioning properly, and tested by the delivery schedule specified in Paragraph F.3.*

The Contractor shall furnish the equipment and services 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 in Pacific Time (Pacific Daylight Savings Time or Pacific Standard Time, as appropriate), local time.

### C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS

#### C.2.1 Requirements - General

The Contractor shall supply the following equipment and services with installation, acceptance testing, and documentation. Contractor invoices shall meet and/or exceed the requirements set forth in Clause 7-125, Invoices, and Paragraph G.2, Billing and Payment Terms.

#### C.2.2 Requirements - Sacramento

All items will be installed and working to the satisfaction of the Court:

- a. Upgrade PBX software to latest release (include any associated equipment or infrastructure needed to complete upgrade).
- b. IP enable phone system; provide and install (2) IP test phones.
- c. (13) 16-port digital line cards.
- d. (200) digital licenses.
- e. (200) 3904 phones.

- f. Add (200) mailboxes to existing 1000 R Call Pilot voice mail platform.
- g. PBX shall be engineered to accommodate additional capacity for MIRAN, RAN, MOH and other services as needed.
- h. Replace CE power supplies, clock controller cards as needed.

### C.2.3 Requirements - Fresno

All items will be installed and working to the satisfaction of the Court:

- a. Upgrade PBX software to latest release (include any associated equipment or infrastructure needed to complete upgrade).
- b. (2) 16-port digital line cards.
- c. (32) digital licenses.
- d. (32) 3904 phones.
- e. PBX shall be engineered to accommodate additional capacity for MIRAN, RAN, MOH and other services as needed.

### C.2.4 Requirements - System Administration Training

One Nortel System Administration training class (latest software release) will be included. The class shall be held at a Nortel certified training center (such as Global Knowledge). Class location must be in California.

## C.3 SETUP AND INSTALLATION

The installation includes (*but is not limited to*) all services, equipment, accessories, cables, connectors, interface units and services ready for operation by the Court. The installation shall be performed by the Contractor as described below.

- C.3.1 The Contractor shall hold a “kickoff” meeting and conduct a site visit to the Court locations within five (5) business days after contract award. The Contractor shall identify, document, and verify all requirements and conditions necessary for a complete and successful installation, *including but not limited to*:
  - a. Electrical requirements (e.g., types/specifications, and quantities of outlets, etc.)
  - b. Cabling/infrastructure requirements (e.g., entrance cable, tie cable, distribution frames, etc.)
  - c. Equipment requirements (e.g., NI, CSUs, etc.)
  - d. Environmental requirements (e.g., HVAC, space requirements, etc.)
- C.3.2 The Contractor also shall notify the Court immediately of any delays and/or issues that may impact the schedule and/or project.

- C.3.3 The Contractor is responsible for providing and installing any additional distribution frames, blocks, miscellaneous hardware, termination, cross connects, and other items required for the new facilities and services installation as specified.
- C.3.4 The Contractor is responsible for shipping and delivery of all related equipment and materials to the Court.
- C.3.5 The installation must be complete. All equipment and services must operate correctly and satisfy the requirements and specifications of this contract.
- C.3.6 Installation shall be in compliance with Federal Communications Commission (FCC).
- C.3.7 All installation work must be done in accordance with applicable standards and accepted practices. The Contractor shall provide the management, technical support, operations, training, maintenance, and customer service staff required to support this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope, complexity, functionality, and other relevant experience with the tools and methodologies which are being provided for use on this contract.
- C.3.8 All equipment and services shall be installed, fully operational, functioning properly, and tested by the delivery schedule specified in Paragraph F.3 unless alternate dates are mutually agreed upon in writing by the Court and the Contractor.
- C.3.9 The Contractor shall provide an on-site technician at the Court's premises and at the Provider's Central Office (CO) during cutover for each location. Cutover may occur outside normal business hours.
- C.3.10 The Contractor shall coordinate the interconnection of the new equipment and services with the Court's current phone system. All equipment and services shall be in place and operational upon cutover to the respective equipment and systems. The Contractor must correct any problems or disputes regarding interconnection of the equipment and services. The Contractor shall correct any malfunctions of the equipment and services due to the interconnection at no additional charge to the Court.
- C.3.11 The Contractor shall comply with all applicable statutory safety requirements during installation.
- C.3.12 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 must correct the situation at no additional charge to the Court. The Contractor shall obtain all required licenses and permits at its own expense.
- C.3.13 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 disfigurements shall be restored by the Contractor to its original condition at the Contractor's expense.

#### **C.4 SYSTEM DOCUMENTATION**

Following installation and cut over, the Contractor shall prepare and deliver a PBX faceplate schematic for each site. The schematic shall be provided at no additional charge to the Court.

## **C.5 SUPPORT, REPAIR AND RESTORAL SERVICES**

The Contractor shall provide the following support, repair services, restoral services, and other related items and services upon contract award and throughout the life of the contract.

- C.5.1 The Contractor shall have a disaster recovery plan in place for each Court location. The disaster recovery plan shall place the Court on the second highest level/tier for service restoration. The Contractor shall clearly define the service restoration for the proposed services.
- C.5.2 The Contractor shall have a toll-free support, repair and emergency restoral service telephone number for trouble calls. The telephone number shall be manned by a human service agent 24 hours per day, seven days per week for the term of the contract. Requests for repair or emergency restoral may be received by telephone, fax, or E-mail.
- C.5.3 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 excluding federal holidays. Next-day repair service will be acceptable for service requests received after 4:00 p.m. local time.
- C.5.4 The Contractor shall respond to requests for emergency restoral service within two (2) hours of receipt of requests for service 24 hours per day, seven days per week during the term of the contract. Emergency restoral service will be provided for failure of any DS1 facility resulting in the inability to receive incoming calls or make outgoing calls on the trunks.
- C.5.5 Contractor response shall be satisfied by the arrival of the Contractor's service personnel at the Court's premises unless the service request can be completed remotely.
- C.5.6 Out-of-service facilities, services, and related items shall be restored to working order within two (2) hours of receipt of requests for emergency restoral service and within four (4) hours of receipt of requests for routine restoral service.
- C.5.7 The Contractor shall notify the Court if the Contractor determines that the malfunction and/or problem resides with the Court-owned equipment and systems and not with the provided facilities, services, and related items provided under this contract. The Contractor, however, shall work with the Court's equipment vendor to resolve and correct any malfunctions of the equipment and services provided under this contract due to interconnection issues and problems at no additional charge to the Court.
- C.5.8 Upon Court request, service outages deemed "critical" by the Court shall be "escalated" to the Contractor's highest level of management for priority service restoration.

## **C.6 GOVERNMENT FURNISHED SUPPORT**

C.6.1 The Court will provide the following items/support to the Contractor as available:

- a. The Court will designate a telecommunications project manager who will directly assist the Contractor throughout the installation process.
- b. The Court will provide partial computer/switch room floor plans to the Contractor upon request.
- c. The Court will provide an on-site tour of all physical areas where telecommunications equipment, facilities, services, items, and cabling is or may be installed.
- d. The Court shall assure that all site preparation, cable and terminations are prepared and ready for the installation of equipment and services. Site and cable preparations shall be made in accordance with the requirements presented in the Contractor's response in Attachment A: Information Form and Project Schedule Plan and verified during the Contractor's site survey.
- e. The Court shall provide access to the required areas of the Court for the installation of equipment and services. The Court shall coordinate such access with the building owner as necessary.
- f. The Court will provided other reasonable support, access or information requested by the Contractor and agreed to by the Court.

C.6.2 The Contractor will notify the Court of any discrepancies in the furnished items/support received within three (3) business days of receipt.

**SECTION D — PRESERVATION, PACKAGING, AND PACKING**

**D.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (OCT 2006)**

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

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

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

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

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the Contractor. See also Paragraph F.1.

## SECTION E — INSPECTION AND ACCEPTANCE

### E.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (OCT 2006)

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

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

NUMBER	TITLE	DATE
2-5A	Inspection of Products	JAN 2003
2-5B	Inspection of Services	AUG 2004
2-10	Responsibility of Products	JAN 2003

### E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) may, at any time or place, inspect the services performed and the products delivered. The COTR 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 cutover are completed, system acceptance tests shall be performed by the Contractor in conjunction with the telephone system vendor and in accordance with the Contractor's System Acceptance Test Plan. These tests may be performed at the same time as cutover. The Contractor shall notify the COTR at least two (2) business days in advance of the acceptance tests so that they may be witnessed and verified by the COTR to ensure that the requirements and specifications set forth in this contract are met. All equipment and services shall operate correctly and as specified. The Court will accept the new equipment and services 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:

- a. All new equipment and services operate properly;
- b. Line cards, digital licenses and mail box capacity requirements have been verified via system configuration checks and testing;
- c. Phones (3904 and IP types) are operating correctly;
- d. Upgrade software is installed and operating properly without issue;

- e. All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications;
- f. Documentation for equipment and services, including system documentation, are on file at the Court. See Paragraphs C.4 and C.5 (including associated subparagraphs) for additional information regarding system documentation and traffic studies, respectively.

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

In the event that the equipment and 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 equipment and services.

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

## SECTION F — DELIVERIES OR PERFORMANCE

### F.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (OCT 2006)

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

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

NUMBER	TITLE	DATE
2-25A	Delivery Terms and Contractor's Responsibilities	JAN 2003
2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

### F.2 CLAUSE 2-30A, TIME OF DELIVERY (JAN 2003)

- a. The judiciary requires delivery to be made according to the delivery schedule specified in Section F.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.
- b. The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

### F.3 CLAUSE 2-30B, DESIRED AND REQUIRED TIME OF DELIVERY (JAN 2010)

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

Desired Delivery Schedule	
Location	Due Date
Sacramento Federal Building	30 Business days after contract award
Fresno Federal Building	30 Business 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>
Sacramento Federal Building	45 Business days after contract award
Fresno Federal Building	45 Business 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>
Sacramento Federal Building	
Fresno Federal Building	

- b. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails.

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

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

The period of performance for this procurement is from the date of installation through one entire calendar year.

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**F.5 DELIVERY LOCATION**

Equipment and service shall be installed at the following Court locations:

- a. Sacramento:
  - (1) Robert Matsui Federal Building  
U.S. District Court  
501 I Street  
Sacramento, CA. 95814
  - (2) Equipment shall be installed in the 4<sup>th</sup> floor computer/switch room.
- b. Fresno
  - (1) Robert E Coyle Federal Building  
U.S. District Court  
2500 Tulare St.  
Fresno, CA 93721
  - (2) Equipment shall be installed in the 1<sup>st</sup> floor computer/switch room.

**F.6 DELAY OF DELIVERY SCHEDULE**

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

- a. The Contractor receives written notice from the Contracting Officer 15 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.
- b. 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 (OCT 2006)

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

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

NUMBER	TITLE	DATE
7-125	Invoices	JAN 2010

### 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 equipment and services, and other items specified shall be addressed and submitted to:

Colleen Hutchison, Contracting Officer (CO)  
U.S. District Court - Eastern District of California  
Robert Matsui Federal Building  
501 I Street, Suite 4-200  
Sacramento, CA. 95814  
e-mail: [chutchison@caed.uscourts.gov](mailto:chutchison@caed.uscourts.gov)  
Phone: 916-930-4021

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)

- a. The Court's Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR) for the contract will be the judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the Contractor shall make reference to the contract number and shall be mailed to the address provided in the cover

letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.

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

**G.4 CLAUSE 7-5, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2003)**

- a. Upon award, a Contracting Officer's Technical Representative (COTR) may be appointed by the Contracting Officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- b. The COTR, if appointed, may be assigned one or more of the following responsibilities:
  - (1) monitoring the Contractor's performance under the contract to ensure compliance with technical requirements of the contract;
  - (2) notifying the Contracting Officer immediately if performance is not proceeding satisfactorily;
  - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the Contracting Officer;
  - (4) providing the Contracting Officer a written request and justification for changes;
  - (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to Contracting Officer's written approvals, and
  - (6) 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)**

- a. 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: \_\_\_\_\_

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

## SECTION H — SPECIAL CONTRACT REQUIREMENTS

### H.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (OCT 2006)

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

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

NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003
2-65	Key Personnel	AUG 2004
3-75	Limited Criminal Background Suitability Check	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) for similar (or identical) equipment and services. If at any time this should occur, the Contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract.

### H.4 CONTRACTOR REQUIREMENTS

#### H.4.1 Minimum Requirements

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

#### H.4.2 Contractor Facility Requirements

The Contractor must have a presence in the Sacramento and Fresno areas.

#### H.4.3 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**

**H.5.1 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 equipment and services proposed.

**H.5.2 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.

<u>Key Personnel</u>	<u>Title</u>	<u>Phone Number</u>
_____	Project Manager	_____

**H.5.3 Substitution of Key Personnel**

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

**H.5.4 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 Technical Representative (COTR).

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.

#### **H.5.5 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.

#### **H.5.6 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**

The Court is exempt from the State of California Tax and Federal Excise Tax. As such, any contract quote amount (e.g., prices) shall not include the cost of any such taxes. The Contractor shall file an "Application of Exemption Certificate" with the California 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. Pacific Time (e.g., Pacific Daylight Savings Time or Pacific Standard Time, as appropriate), 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.

**PART II — CONTRACT CLAUSES**

**SECTION I — CONTRACT CLAUSES**

**I.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (OCT 2006)**

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

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

<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 Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JAN 2003
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JAN 2003
3-45	Anti-Kickback Procedures	JAN 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JAN 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JAN 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	JAN 2003
3-105	Audit and Records - Negotiations	JAN 2010
3-120	Order of Precedence	JAN 2003
3-205	Protest after Award	JAN 2003
4-55	Economic Price Adjustment - Standard Products	JAN 2003
4-160	Cancellation Period and Ceiling	JAN 2010

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
6-30	Insurance	JAN 2003
6-40	Federal, State, and Local Taxes	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	JAN 2010
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JAN 2003
7-35	Disclosure or Use of Information	AUG 2004
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	JAN 2003
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-135	Payments	JAN 2003
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	JAN 2003
7-210	Payment for Emergency Closures	AUG 2004
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	JAN 2003
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

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

- a. 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.
- b. 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:

- (1) that the Contractor shall correct or re-perform any defective or nonconforming services;  
or
  - (2) that the judiciary does not require correction or re-performance.
- c. 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 reperform, 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.
- d. 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 (JAN 2003)**

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

**I.4 CLAUSE 2-90B, OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (JAN 2003)**

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

**I.5 CLAUSE 2-90C, OPTION TO EXTEND SERVICES (JAN 2003)**

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the then current expiration date of this contract.

**I.6 CLAUSE 2-90D, OPTION TO EXTEND THE TERM OF THE CONTRACT (JAN 2003)**

- a. The judiciary may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the judiciary gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days

before the contract expires. The preliminary notice does not commit the judiciary to an extension.

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

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

Funds are not presently available for this contract. The judiciary's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**I.8 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.

**PART III — LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J — LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>DOCUMENT TITLE</u></b>	<b><u># OF PAGES</u></b>	<b><u>ATTACHMENT PAGE NUMBER</u></b>
A	INFORMATION FORM	7	Ai

**PART IV — REPRESENTATIONS AND INSTRUCTIONS**

**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 (AUG 2004)**

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>
3-15	Place of Performance	JAN 2003
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	JAN 2003

**K.2 PROVISION 3-5, TAXPAYER IDENTIFICATION (JAN 2003)**

a. *Definitions*

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

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

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

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

d. *Taxpayer Identification Number (TIN):*

\_\_\_\_\_

TIN has been applied for.

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

\_\_\_\_\_

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

e. *Type of organization:*

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

f. *Common parent*

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

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2003)**

- a. (1) The Offeror certifies, to the best of its knowledge and belief, that:
- (i) the Offeror and/or any of its principals:
    - (A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
    - (C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
  - (ii) The Offeror \_\_\_ has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- d. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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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];*

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

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- c. If the Offeror deletes or modifies paragraph (a)(2) of this provision, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 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 (AUG 2004)**

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>
3-10	Data Universal Numbering System (DUNS) Number	JAN 2003
3-80	Submission of Offers	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	JAN 2003
3-95	Preparation of Offers	JAN 2003
3-100	Instructions to Offerors	JAN 2003
3-125	Acknowledgment of Solicitation Amendments	JAN 2003
7-60	Judiciary Furnished Property or Services	JAN 2003

**L.2 PROVISION 3-210, PROTESTS (AUG 2004)**

- a. 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
- b. Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
  - (1) any protest shall be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make

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the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

- (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or 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.
- (3) 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
- c. Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Colleen Hutchison, Contracting Officer (CO)  
U.S. District Court - Eastern District of California  
Robert Matsui Federal Building  
501 I Street, Suite 4-200  
Sacramento, CA 95814  
e-mail: chutchison@caed.uscourts.gov  
Phone: 916-930-4021
- d. The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

### **L.3 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.

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**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 equipment and services in compliance with its offer for the quoted 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 SUBMISSION ADDRESS AND DUE DATE**

L.6.1 Proposals are due no later than 4:00 p.m. Pacific Time on June 24, 2010. Offers will be subject to Provision 3-90, "Late Submissions, Modifications, and Withdrawals of Offers."

L.6.2 Proposals must be delivered sealed and the outside of the proposal envelope must reference the Solicitation Number as specified below. Proposals shall be submitted in the format, manner, and quantities as required under Subparagraph L.8.2 to:

Colleen Hutchison, Contracting Officer (CO)  
U.S. District Court - Eastern District of California  
Robert Matsui Federal Building  
501 I Street, Suite 4-200  
Sacramento, CA 95814  
e-mail: [chutchison@caed.uscourts.gov](mailto:chutchison@caed.uscourts.gov)  
Phone: 916-930-4021

Attn: RFP NUMBER: USDC-CA-PBX-2010.01

L.6.3 Proposal submission by facsimile is not permitted under this solicitation.

**L.7 INQUIRIES**

The individual responsible for supplying additional information and answering questions concerning this solicitation is the Contracting Officer. All questions and clarifications shall be **submitted in writing** via e-mail or hard copy by 2:00 p.m. no later than five (5) calendar days from date of issuance of the solicitation. Answers to questions and clarifications will be provided to all Offerors, giving due regard to the proper protection of proprietary information. All questions and clarifications shall reference the RFP Number for this solicitation and shall be submitted to the following:

Colleen Hutchison, Contracting Officer (CO)

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U.S. District Court - Eastern District of California  
Robert Matsui Federal Building  
501 I Street, Suite 4-200  
Sacramento, CA 95814  
e-mail: chutchison@caed.uscourts.gov  
Phone: 916-930-4021

## **L.8 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**

This section provides general instructions on how to prepare and submit a proposal in response to this Solicitation. The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the Court.

- L.8.1 The Offeror shall submit a single proposal (e.g., offer and/or bid) in response to this Solicitation. Multiple and/or alternate proposals from the same offeror will not be accepted. The submitted proposal, however, may contain equipment and services that are furnished and/or supplied by multiple providers.
- L.8.2 The Offeror shall furnish one (1) original and two (2) copies of the proposal in paper, hard copy form. One (1) electronic copy of the proposal also shall be provided. The electronic copy of the proposal shall be provided in Adobe Acrobat format and the Pricing Forms shall be provided in Microsoft Excel format. All proposals shall consist of three (3) parts — Volume I: Business Proposal, Volume II: Technical Proposal, and Volume III: Assumptions, Conditions, and/or Exceptions.
- L.8.3 The Offeror shall tailor its proposal volumes to the Solicitation (same as RFP) format; specifically, each proposal paragraph shall be identified with the corresponding Solicitation paragraph/subparagraph number(s) being addressed. Pages in each proposal volume are to be consecutively numbered using the volume number followed by a dash and standard Arabic numbers (e.g., I-1, II-1, and III-1).
- L.8.4 All proposals must be in writing, signed by a representative of the Offeror who is authorized to make a proposal, and valid for a period of ninety (90) calendar days from the Submission Due Date, unless another time period is specified in an addendum to this solicitation. See also Paragraph L.5 and Subparagraph L.6.1 for additional information regarding the minimum acceptance period and submission due date, respectively.
- L.8.5 All proposals must be delivered sealed and marked as specified in Subparagraph L.6.2. Failure to properly address the outside of the proposal envelope could cause an offer to be misdirected.

## **L.9 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

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**VOLUME II: TECHNICAL PROPOSAL**

- Part 1: Contract Compliance: Solicitation Requirements
- Part 2: Management and Business Risk

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

**L.10 VOLUME I: BUSINESS PROPOSAL**

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

**L.10.1 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.

**L.10.2 Volume I: Part 2 - Solicitation Sections**

The Offeror shall complete all blocks in Paragraph F.3, Paragraph G.5 and Subparagraph H.5.2 of the solicitation document and include the full paragraphs in this part of Volume I: Business Proposal. Additionally, the Offeror shall check or complete all applicable boxes or blocks in the paragraphs (including subparagraphs) under Section K and include the full section in this part of Volume I: Business Proposal.

**L.10.3 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. See Paragraph G.2 for information regarding billing and payment terms.
- c. The equipment and services and price shall *include (but not be limited to)* all services, equipment, accessories, cables, connectors, interface units, and other related items for installed equipment and services 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.
- (1) 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 equipment and services change, the total prices will be adjusted based on the changed quantities using the quoted unit prices.
  - (2) The Offeror shall identify the “basis” for the proposed pricing (e.g., commercial list price, GSA Schedule, and so forth).
  - (3) The Forms shall clearly list all equipment and services required to satisfy the requirements and specifications stated herein. The Offeror shall insert rows and CLINs in the forms as necessary to list all equipment and services, and charges required to meet the requirements and specifications herein.
  - (4) The unit prices for equipment and services shall not include federal, state, or local taxes and duties in effect on the contract date that the taxing authority is imposing and collecting of the transactions or property covered by this contract. A separate, itemized list of these taxes that would be included in the monthly invoices, including the name of the tax, jurisdiction by name, and applicable tax rate shall be provided. Excepted taxes, as defined in Clause 6-40, shall be included in the contract clause but not itemized on the monthly invoices. See Paragraph H.7 for further information regarding taxes.
  - (5) 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.

## **L.11 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 equipment and services that the Court is planning to acquire through this solicitation. The requirements and specifications for these equipment and services are defined in Paragraphs C.2 through C.7 (including associated subparagraphs). Section E describes the requirements for inspection and acceptance. These requirements, however, may be further defined in other sections of this solicitation as appropriate.

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

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

**L.11.1 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, E.3, and F.3. 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.
- c. **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.

**L.11.2 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 five (5) sites (preferably larger Government agencies) at which the equipment and services described herein have been provided, installed, and are currently being operated, in the Sacramento and Fresno area (at least one reference from each of the metro areas). At a minimum, each reference site description shall include the following information:
  - (1) Business/organization name and agencies supported.
  - (2) Technical Point of Contact (name, title, address, and telephone number).
  - (3) Contracting Officer (name, title, address, and telephone number).
  - (4) Original contract value and duration. May also provide total value to date of modifications / follow-ons to the original contract.
  - (5) Description of equipment and services 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 equipment and services provided under their contract. See Subparagraph M.3.3 for additional information regarding the evaluation of past performance.

- b. **Section 3, Subcontracting:** Where subcontractors will be used to meet the requirements, they must be included as Contractor personnel but separately identified as a subcontractor. The Offeror shall describe any work which will be accomplished by a subcontractor (including the percent of effort to be provided), provide the rationale for such subcontracting, and specify the lines of authority between any proposed subcontractor and the prime Contractor. The Offeror also shall provide a description of the subcontractor's experience applicable to the work which will be performed by the subcontractor on this proposal, include information on similar tasks completed by the subcontractor for other clients.

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**L.12 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 (AUG 2004)

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

### 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.

Offerors are hereby notified that the Court will utilize a private consultant to assist in the evaluation of proposals. The consultant will have access to any and all information contained in an Offeror's proposal and will be subject to the appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

#### M.3.1 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 equipment and services. 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.

### **M.3.2 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, E.3, and F.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, Subparagraph L.11.1, a. 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, Subparagraph L.11.1, b. 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.

### **M.3.3 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 equipment and services 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 (Subparagraph L.11.1, c)
- b. Management and Business Risk - Corporate Experience and Past Performance (Subparagraph L.11.2)

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

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

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 equipment and services 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 equipment and services 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.

### **M.3.4 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 equipment and services, and related items.

### **M.3.5 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. See Paragraph M.3.6 for additional information regarding unrealistic proposals.

### **M.3.6 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.

### **M.3.7 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**

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

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

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**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.

**ATTACHMENT A:  
INFORMATION FORM**

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**ATTACHMENT A: INFORMATION FORM**

1. Are the Contractor's offices for administration, billing and repair services located in or near Sacramento and Fresno, CA?
2. Does the Contractor dispatch service technicians in or near Sacramento and Fresno, California?
  - a. Are the service technicians a part of the Contractor's organization or a separate subcontractor?
  - b. What are the hours of operation for the service center/technicians (e.g., 24 hours a day/7 days a week)?
3. Are routine repair services included in the normal monthly recurring charges?
  - a. How does the Contractor define routine repair service?
  - b. What is the expected time for response for routine repair service? The response time shall be satisfied by the arrival of the Contractor's service personnel to the Court premises unless the service request can be completed remotely.
  - c. Are routine repairs and parts replacements covered under the warranty for one year?
  - d. Does warranty clock begin from time of initial installation of equipment and services?
4. Are emergency restoral services included in the normal monthly recurring charges?
  - a. How does the Contractor define "emergency" restoral services?
  - b. What is the expected time for "emergency" response? The response time shall be satisfied by the arrival of the Contractor's service personnel to the Court premises unless the service request can be completed remotely.
  - c. Are emergency repairs and parts replacements covered under the warranty for one year?
  - d. Does warranty clock begin from time of initial installation of equipment and services?
5. Will the Contractor provide accept payment 45 to 60 days after successful installation has been completed?