

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
US COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1797

MICHAEL E. KUNZ
CLERK OF COURT

CLERK'S OFFICE
ROOM 2609
TELEPHONE
(215) 597-7704

March 5, 2009

Bidders List:

Re: Solicitation USDC-EDPA-09-006

Enclosed please find the open market Solicitation for Local Dial Tone Services for the U.S. District Court for the Eastern District of Pennsylvania, the U.S. Probation Office for the Eastern District of Pennsylvania, the U.S. Pretrial Services Office for the Eastern District of Pennsylvania, the Circuit Executives Office for the Third Circuit Court of Appeals, the U.S. Court of Appeals for the Third Circuit, the Third Circuit Staff Attorney's Office and the Third Circuit Court of Appeals Library.

Your attention is directed to the terms detailed within SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS and SECTION M -- EVALUATION FACTORS FOR AWARD. Questions may be submitted with the solicitation number in the subject field no later than 4:00 pm March 26, 2009 via email to Mike_Sienkiewicz@paed.uscourts.gov. Answers to the questions will be posted on Federal Business Opportunities. No telephone questions will be answered.

The Clerk's Office will perform a site visit on March 16, 2009 at 10:00 am in room 2225 U.S. Courthouse, 601 Market Street, Philadelphia PA. It is anticipated that the site visit will not exceed two hours. Contractors shall send an email to Mike_Sienkiewicz@paed.uscourts.gov with the attendees. The site visit will be recorded and written notes will also be taken. Any questions and responses will be posted on Federal Business Opportunities.

Please send your responses to this solicitation to: U.S. District Court, Clerk's Office, 2225 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, Attn: Michael Sienkiewicz. To be considered, responses must be received by 4:00 PM eastern standard time on Wednesday, April 8, 2009.

Sincerely,



Joseph Hartnett,
Assistant Administrative Services Manager

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC-EDPA-09-006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/05/2009	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US District Court, EDPA Clerk's Office, 2609 US Courthouse, 601 Market St, Phila., PA 19106		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 601 Market Street, Philadelphia, PA 19106 until 04:00 local time 04/08/2009

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 Michael Sienkiewicz	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Mike_Sienkiewicz@paed.
		AREA CODE 267	NUMBER 2997030	EXT.	

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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 price 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)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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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 TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND 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
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24. ADMINISTERED BY (If other than Item 7) CODE	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
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT PRICING

The Contractor shall provide local dial tone, regional. Long distance and international calling in the U.S. Courthouse Complex located at 601 Market Street, Philadelphia, PA 19106-1797 as specified in Section C of the contract.

B.2 CONTRACT LINE ITEMS

CLIN 0001 - Base Period (August 2009 through September 30, 2009)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0001 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0001 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0001 AC	Dynamic Trunk Group	3		
0001 AD	DID Number Group 100	21		
0001 AE	ISDN BRI	12		
0001 AF	Analog Lines	111		
0001 AG	Federal Access Charges for ISDN PRI	8		
0001 AH	Federal Access Charges for ISDN BRI	12		
0001 AI	Federal Access Charges for Analog	111		
0001 AJ	Federal Blue Pages Listing	6		
0001 AK	1 - 800 Numbers for toll free calling	3		
0001 AL	TSP service charges for PRI	2		
0001 AM	Calling Line ID	8		

0001 AN	Calling Line ID w/name	8		
0001 AO	Local Number Portability Surchage			
0001 AP	Usage charge per minute regional calling by zone (day)	1		
0001 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0001 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0001 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0001 AT	Other Charges (Itemize)			
0001 AU	Facility Installation including estimated time and material (One time charge)			
0001 AV	Porting Existing Service (One time charge)			
0001 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0001 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0001 AY	Optional Facility Installation charge for ISDN PRI	1		
0001 AZ	Optional Federal Access Charges for ISDN PRI	1		
0001 BA	Optional ISDN BRI	3		

0001 BB	Optional Facility Installation charge for ISDN BRI	3		
0001 BC	Optional Federal Access Charges for ISDN BRI	3		
0001 BD	Optional Analog Lines	1		
0001 BE	Optional Facility Installation charge for Analog line	1		
0001 BF	Optional Federal Access Charges for Analog line	1		
0001 BG	Optional DID Number Group 100	1		
0001 BH	Optional Dynamic Trunk Group	1		

Base Year Monthly Recurring Price: \$ _____

CLIN 0002 - Option Period 1 (October 1, 2009 through September 30, 2010)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0002 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0002 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0002 AC	Dynamic Trunk Group	3		
0002 AD	DID Number Group 100	21		
0002 AE	ISDN BRI	12		
0002 AF	Analog Lines	111		
0002 AG	Federal Access Charges for ISDN PRI	8		
0002 AH	Federal Access Charges for ISDN BRI	12		
0002 AI	Federal Access Charges for Analog	111		
0002 AJ	Federal Blue Pages Listing	6		
0002 AK	1 - 800 Numbers for toll free calling	3		
0002 AL	TSP service charges for PRI	2		
0002 AM	Calling Line ID	8		
0002 AN	Calling Line ID w/name	8		
0002 AO	Local Number Portability Surcharge			
0002 AP	Usage charge per minute regional calling by zone (day)	1		

0002 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0002 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0002 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0002 AT	Other Charges (Itemize)			
0002 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0002 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0002 AY	Optional Facility Installation charge for ISDN PRI	1		
0002 AZ	Optional Federal Access Charges for ISDN PRI	1		
0002 BA	Optional ISDN BRI	3		
0002 BB	Optional Facility Installation charge for ISDN BRI	3		
0002 BC	Optional Federal Access Charges for ISDN BRI	3		
0002 BD	Optional Analog Lines	1		
0002 BE	Optional Facility Installation charge for Analog line	1		
0002 BF	Optional Federal Access Charges for Analog line	1		

0002 BG	Optional DID Number Group 100	1		
0002 BH	Optional Dynamic Trunk Group	1		

Option Period 1 - Monthly Recurring Price: \$ _____

CLIN 0003 - Option Period 2 (October 1, 2010 through September 30, 2011)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0003 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0003 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0003 AC	Dynamic Trunk Group	3		
0003 AD	DID Number Group 100	21		
0003 AE	ISDN BRI	12		
0003 AF	Analog Lines	111		
0003 AG	Federal Access Charges for ISDN PRI	8		
0003 AH	Federal Access Charges for ISDN BRI	12		
0003 AI	Federal Access Charges for Analog	111		
0003 AJ	Federal Blue Pages Listing	6		
0003 AK	1 - 800 Numbers for toll free calling	3		
0003 AL	TSP service charges for PRI	2		
0003 AM	Calling Line ID	8		
0003 AN	Calling Line ID w/name	8		
0003 AO	Local Number Portability Surcharge			
0003 AP	Usage charge per minute regional calling by zone (day)	1		

0003 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0003 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0003 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0003 AT	Other Charges (Itemize)			
0003 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0003 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0003 AY	Optional Facility Installation charge for ISDN PRI	1		
0003 AZ	Optional Federal Access Charges for ISDN PRI	1		
0003 BA	Optional ISDN BRI	3		
0003 BB	Optional Facility Installation charge for ISDN BRI	3		
0003 BC	Optional Federal Access Charges for ISDN BRI	3		
0003 BD	Optional Analog Lines	1		
0003 BE	Optional Facility Installation charge for Analog line	1		
0003 BF	Optional Federal Access Charges for Analog line	1		

0003 BG	Optional DID Number Group 100	1		
0003 BH	Optional Dynamic Trunk Group	1		

Option Period 2 - Monthly Recurring Price: \$ _____

CLIN 0004 - Option Period 3 (October 1, 2011 through September 30, 2012)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0004 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0004 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0004 AC	Dynamic Trunk Group	3		
0004 AD	DID Number Group 100	21		
0004 AE	ISDN BRI	12		
0004 AF	Analog Lines	111		
0004 AG	Federal Access Charges for ISDN PRI	8		
0004 AH	Federal Access Charges for ISDN BRI	12		
0004 AI	Federal Access Charges for Analog	111		
0004 AJ	Federal Blue Pages Listing	6		
0004 AK	1 - 800 Numbers for toll free calling	3		
0004 AL	TSP service charges for PRI	2		
0004 AM	Calling Line ID	8		
0004 AN	Calling Line ID w/name	8		
0004 AO	Local Number Portability Surcharge			
0004 AP	Usage charge per minute regional calling by zone (day)	1		

0004 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0004 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0004 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0004 AT	Other Charges (Itemize)			
0004 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0004 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0004 AY	Optional Facility Installation charge for ISDN PRI	1		
0004 AZ	Optional Federal Access Charges for ISDN PRI	1		
0004 BA	Optional ISDN BRI	3		
0004 BB	Optional Facility Installation charge for ISDN BRI	3		
0004 BC	Optional Federal Access Charges for ISDN BRI	3		
0004 BD	Optional Analog Lines	1		
0004 BE	Optional Facility Installation charge for Analog line	1		
0004 BF	Optional Federal Access Charges for Analog line	1		

0004 BG	Optional DID Number Group 100	1		
0004 BH	Optional Dynamic Trunk Group	1		

Option Period 3 - Monthly Recurring Price: \$ _____

CLIN 0005 - Option Period 4 (October 1, 2012 through September 30, 2013)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0005 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0005 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0005 AC	Dynamic Trunk Group	3		
0005 AD	DID Number Group 100	21		
0005 AE	ISDN BRI	12		
0005 AF	Analog Lines	111		
0005 AG	Federal Access Charges for ISDN PRI	8		
0005 AH	Federal Access Charges for ISDN BRI	12		
0005 AI	Federal Access Charges for Analog	111		
0005 AJ	Federal Blue Pages Listing	6		
0005 AK	1 - 800 Numbers for toll free calling	3		
0005 AL	TSP service charges for PRI	2		
0005 AM	Calling Line ID	8		
0005 AN	Calling Line ID w/name	8		
0005 AO	Local Number Portability Surcharge			
0005 AP	Usage charge per minute regional calling by zone (day)	1		

0005 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0005 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0005 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0005 AT	Other Charges (Itemize)			
0005 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0005 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0005 AY	Optional Facility Installation charge for ISDN PRI	1		
0005 AZ	Optional Federal Access Charges for ISDN PRI	1		
0005 BA	Optional ISDN BRI	3		
0005 BB	Optional Facility Installation charge for ISDN BRI	3		
0005 BC	Optional Federal Access Charges for ISDN BRI	3		
0005 BD	Optional Analog Lines	1		
0005 BE	Optional Facility Installation charge for Analog line	1		
0005 BF	Optional Federal Access Charges for Analog line	1		

0005 BG	Optional DID Number Group 100	1		
0005 BH	Optional Dynamic Trunk Group	1		

Option Period 4 - Monthly Recurring Price: \$ _____

CLIN 0006 - Option Period 5 (October 1, 2013 through July 31, 2014)

<u>CLIN</u>	<u>Facility/Service/Charge</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0006 AA	ISDN PRI (Voice) - Include Facility and Connection	7		
0006 AB	ISDN PRI (Video) - Include Facility and Connection	1		
0006 AC	Dynamic Trunk Group	3		
0006 AD	DID Number Group 100	21		
0006 AE	ISDN BRI	12		
0006 AF	Analog Lines	111		
0006 AG	Federal Access Charges for ISDN PRI	8		
0006 AH	Federal Access Charges for ISDN BRI	12		
0006 AI	Federal Access Charges for Analog	111		
0006 AJ	Federal Blue Pages Listing	6		
0006 AK	1 - 800 Numbers for toll free calling	3		
0006 AL	TSP service charges for PRI	2		
0006 AM	Calling Line ID	8		
0006 AN	Calling Line ID w/name	8		
0006 AO	Local Number Portability Surcharge			
0006 AP	Usage charge per minute regional calling by zone (day)	1		

0006 AQ	Usage charge per minute regional calling by zone (night/weekend)	1		
0006 AR	Usage charge per minute within Pennsylvania by zone (day)	1		
0006 AS	Usage charge per minute within Pennsylvania by zone (evening)	1		
0006 AT	Other Charges (Itemize)			
0006 AW	Optional ISDN PRI (Voice) - Include Facility and Connection	1		
0006 AX	Optional ISDN PRI (Video) - Include Facility and Connection	1		
0006 AY	Optional Facility Installation charge for ISDN PRI	1		
0006 AZ	Optional Federal Access Charges for ISDN PRI	1		
0006 BA	Optional ISDN BRI	3		
0006 BB	Optional Facility Installation charge for ISDN BRI	3		
0006 BC	Optional Federal Access Charges for ISDN BRI	3		
0006 BD	Optional Analog Lines	1		
0006 BE	Optional Facility Installation charge for Analog line	1		
0006 BF	Optional Federal Access Charges for Analog line	1		

0006 BG	Optional DID Number Group 100	1		
0006 BH	Optional Dynamic Trunk Group	1		

Option Period 5 - Monthly Recurring Price: \$ _____

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 BACKGROUND (JAN 2009)

The District Court Clerk's Office for the Eastern District of Pennsylvania, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797 hereafter referred to as the Clerk's Office, intends to purchase and have installed local dial tone and trunk services with digital and analog facilities. The Contractor shall furnish labor and materials to perform all the work required for the complete and prompt execution of everything described herein at the prices specified in Appendix B. This project includes all court units within the Philadelphia Federal Courthouse Complex: Byrne Building at 601 Market Street, U.S. District Court, EDPA, U.S. Court of Appeals for the Third Circuit, Circuit Executive Office for the Third Circuit, and The Third Circuit Court of Appeals Library; and Green Building at 600 Arch Street, U.S. Probation Office, U.S. Pretrial Services Office and the Third Circuit Court of Appeals Staff Attorney's Office.

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

The specified facilities shall be connected to the Court's owned telecommunications system to provide local, regional and long-distance dial tone service for the Court units within the Philadelphia Federal Courthouse Complex.

C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS (JAN 2009)

The Contractor shall provide local loop, local transport, and local access services, as applicable, to the specific service offering. This includes Intra-Lata transport services for connectivity between the Verizon (Regional Bell Operating Company -RBOC) central offices (CO), toll offices, Inter-Exchange carriers, the Federal Government's FTS2001 Network (Sprint) and the Federal Government's Network Contract Vendors. The service shall support PBX system access over analogue (loop and ground start) and digital local central office access trunks for a court-owned PBX system. The service delivery point for PBX trunking services shall be the standard carrier/user demarcation point or network side of an on-premises, Private Branch Exchange (PBX - existing Avaya Communications Manager system) located in the Equipment Room 1113 on the first floor of the Federal Courthouse.

The Contractor shall support connections for voice and analogue data rates of at least 28.8 kilobits per second using an ITU-TSS V.32 modem, 28.8 kb/s using an ITU-TSS V.34 modem, and 56 kb/s using an ITU-TSS V.90 modem.

The service shall comply with ANSI T1.101 and all applicable Bellcore and ANSI standards,

primarily Bellcore's notes on the BOC Intra-Lata Networks, and ANSI ISDN standards.

The numbering plan shall conform to the North American Numbering Plan (NANP).

The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call cannot be completed. At a minimum, such announcements shall be provided for time out during dialing, network congestion, and other related conditions.

C.2.1 PBX TRUNKING FACILITIES

The Contractor shall provide the Court with PBX trunking facilities and ISDN-PRI for local switched-voice and data services. The Contractor shall provide access to the local switch for making and receiving local area, toll, and long distance calls (e.g. calls on the network side of the PBX). The Contractor shall provide the following basic capabilities for the PBX system local access:

C.2.2 BASIC SERVICE CAPABILITIES

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

- 10-10XXX/NPA/NXX Routing. The numbering plan shall conform to the North American Numbering Plan (NANP).
- Dual tone Multi-frequency (DTMF) dialing.
- Automatic Number Identification (ANI) for all incoming local, intra-LATA, inter-LATA, international calls and outgoing calls.
- Access to 911 service. Users shall be able to obtain emergency service/assistance by dialing 911.
- Operator Assistance. Operator assistance shall be provided for any dialing difficulties and other services offered by the service operator, such as making conference calls.
- Primary Directory listings for each court unit.
- Access to the FTS2001 Federal Relay (Sprint) Service and successor Network Service.
- Access to local 711 Telecommunications Relay Service.
- Number portability. The Contractor shall port existing (215-597-XXXX, 215-580-XXXX & 267-299-XXXX) line numbers at the Philadelphia Federal Courthouse Complex at 601 Market Street. The current provider is Cavalier Telephone LLC.
- Flexible disconnect. Both/Either party.
- Off hook Time out.
- Release with howler and no howler.
- Call and number suppression.
- Intercept and recorded announcements. The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call cannot be completed. At a minimum, such announcements shall be provided for time out during dialing, network congestion, and other related conditions. The Contractor shall

coordinate with the LEC and the Co all intercept and referral requirements. The minimum length announcement shall be 60 seconds. Callers shall be informed of most situations that prevent their calls from being completed as dialed. At a minimum, the following situations shall require intercept and referral to recorded announcements:

- Calls to vacant or disconnected numbers.
- Unauthorized calls.

The PBX is configured to support multi-media over several T1s/PRIs in various configurations.

C.2.3 FEATURES (2009)

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

- Directory assistance. Directory assistance (to obtain directory numbers) for the local calling area shall be provided by dialing 411 or (1-NPA-)555-1212.
- Operator assistance busy line verification
- Operator assistance busy line verification with interrupt
- Directory listings for each judicial chambers and court unit
- Alternate Call Directory Listings
- Reference Directory Listings
- Pre-subscribed Inter-exchange Carrier (PIC)-2
- Vanity Number (267-299-7000 for all outgoing calls)
- Foreign exchange (<T1) service
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices.
- Foreign exchange (>T1) service
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices.
- Billing account codes - verified
- Billing account codes - unverified
- Customized intercept and recorded announcement. The Contractor shall provide customized announcements. The Contractor shall ensure that not more than one percent of all calls are delayed in excess of 10 seconds before being connected to a recording. The Contractor shall be responsible for recording the network recording. The Contractor shall be responsible for recording the network announcements after obtaining Government approval of proposed scripts. The Contractor shall have the capability of implementing customized Government scripts. The Contractor shall update the recorded announcement(s) throughout the life of the contract as required within 7-10 business days. Blocking caller-paid information phone numbers

C.2.4 ADDITIONAL FEATURES FOR PBX SYSTEM ACCESS (JAN 2009)

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

- DID. This feature shall allow incoming calls to a PBX to reach destination stations, without attendant assistance, by routing calls by truncated station digits contained in the incoming call signal.
- DOD. This feature shall allow PBX station users to gain access to the local CO without attendant assistance, by dialing an access code and receiving a second dial tone.
- DID/DOD Two Way. This feature shall allow CO access trunk to have both DID and DOD capabilities
- DID/DOD Number Block Assignment and Maintenance. The Courts currently have a block of DID/DOD numbers (267-299-4000 through 267-299-4999, 267-299-7000 through 267-299-7249, 267-299-7275 through 267-299-7899 and 267-299-7950 through 267-299-7999) and the following individual chambers numbers:

215-580-2030	215-597-2399	215-597-7704
215-597-0022	215-597-2643	215-597-7796
215-597-0048	215-597-2693	215-597-7803
215-597-0054	215-597-2733	215-597-7833
215-597-0261	215-597-2750	215-597-7950
215-597-0436	215-597-2995	215-597-9087
215-597-0459	215-597-3015	215-597-9088
215-597-0718	215-597-3084	215-597-9141
215-597-0736	215-597-3127	215-597-9221
215-597-0772	215-597-3925	215-597-9590
215-597-0888	215-597-3978	215-597-9601
215-597-0903	215-597-4073	215-597-9631
215-597-1068	215-597-4361	215-597-9640
215-597-1178	215-597-5435	215-597-9642
215-597-1537	215-597-5579	215-597-9650
215-597-1588	215-597-6079	215-597-9773
215-597-1737	215-597-6267	215-701-3999
215-597-2077	215-597-6270	
215-597-2378	215-597-7317	

The Vendor shall port these numbers to the six (6) PRI's dedicated for DID/DOD voice. When these six PRI's dedicated for DID/DOD voice are full, DID calls shall be routed to a second voice PRI hunt group comprised of a single voice PRI dedicated for DID/DOD voice.

- DID/DOD Number Block Assignment and Maintenance. The Courts currently have a block of DID/DOD numbers : 267-299-7900 through 267-299-7949. The Vendor shall port these numbers to a single PRI dedicated for DID/DOD voice. When this PRI

- dedicated for DID/DOD voice is full, DID calls shall be routed to a second voice PRI hunt group comprised of six (6) PRI's dedicated for DID/DOD voice.
- DID/DOD Number Block Assignment and Maintenance. The Courts currently have a block of DID/DOD numbers: 267-299-7250 thru 267-299-7274. The Vendor shall port these numbers to the one (1) PRI dedicated for Video Conferencing.
- Integrated Voice/Data Access. Simultaneous voice/data transmissions for integrated voice and dat shall be provided. The Contractor shall support both circuit-mode and packet-mode of data transmissions. The Contractor shall also permit the sharing of ISDN Bearer (B) Channels to provide two voice, voice/data, or two data channels using two SPIDS.
- Telecommunications Service Priority. After award and prior to cut over, the Clerk's Office will designate those DID numbers to be assigned to a trunk group which the Contractor shall configure for TSP Restoration Service. This trunk group will be assigned to one primary ISDN PRI and will roll over to additional ISDN PRIs when busy or out of service.

C.2.4.1 OPTIONAL FEATURES FOR SYSTEM ACCESS

- DID/DOD Number Block Assignment and Maintenance. Contractor shall provide flexibility to add additional DID numbers to the existing trunk groups, reconfigure DID numbers within the existing trunk groups, add DID numbers to new trunk groups and add new PRI circuits to existing trunk groups.

C.2.5 VOICE (JAN 2009)

C.2.5.1 VOICE SERVICES

The Contractor shall provide the following voice services:

- 7 ISDN PRI's for local, regional, long distance and international DID/DOD calling services over the public Switched Telephone Network.
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices.
- ISDN PRI Direct Inward Dial for connection to the existing toll free numbers to be ported from existing local telecommunications carrier Cavalier :
 - 1-800-723-6230 - Employee Number pointed to 267-299-7140
 - 1-866-323-4323 - CM/ECF Help Desk pointed to 267-299-7157
 - 1-888-282-0598 - Employee Number pointed to 267-299-7150
- ISDN PRI Direct Inward Dial for connection to an existing toll free number under the FTS2001 contract from Sprint:
 - 1-800-829-0189 - Jury Selection pointed to 267-299-7751
- 101 Analog Lines for use with modems and fax machines.
 - Vendor shall provide service through multiple central offices. Analog and digital

service shall be provided from two separate central offices.

- The Vendor shall port the following (25) twenty-five (215-580-XXXX) phone numbers:

215-580-2133	215-580-2152	215-580-2165
215-580-2136	215-580-2153	215-580-2272
215-580-2141	215-580-2154	215-580-2281
215-580-2142	215-580-2156	215-580-2312
215-580-2143	215-580-2157	215-580-2356
215-580-2144	215-580-2161	215-580-2362
215-580-2146	215-580-2163	215-580-2392
215-580-2147	215-580-2164	215-580-2393
215-580-2148		

- The Vendor shall port the following (12) twelve (215-597-XXXX) phone numbers:

215-597-0104	215-597-6125	215-597-7373
215-597-2371	215-597-6390	215-597-8656
215-597-3740	215-597-6956	215-597-8856
215-597-5542	215-597-7217	215-597-9157

- The Vendor shall port the following (64) sixty-four (267-299-XXXX) phone numbers:

267-299-5020	267-299-5061	267-299-5100
267-299-5021	267-299-5062	267-299-5101
267-299-5022	267-299-5063	267-299-5102
267-299-5023	267-299-5064	267-299-5103
267-299-5024	267-299-5065	267-299-5104
267-299-5025	267-299-5066	267-299-5105
267-299-5026	267-299-5067	267-299-5106
267-299-5027	267-299-5068	267-299-5107
267-299-5028	267-299-5069	267-299-5108
267-299-5029	267-299-5070	267-299-5109
267-299-5030	267-299-5071	267-299-5110
267-299-5050	267-299-5072	267-299-5111
267-299-5051	267-299-5073	267-299-5112
267-299-5052	267-299-5074	267-299-5113
267-299-5053	267-299-5075	267-299-5114
267-299-5054	267-299-5076	267-299-5115
267-299-5055	267-299-5077	267-299-5116
267-299-5056	267-299-5078	267-299-5117

267-299-5057	267-299-5079	267-299-5118
267-299-5058	267-299-5097	267-299-5119
267-299-5059	267-299-5098	
267-299-5060	267-299-5099	

- 10 Analog Lines for use with the Court’s PBX system.
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices.
 - The Vendor shall port the following (10) ten (267-299-XXXX) phone numbers:

267-299-5120	267-299-5124	267-299-5127
267-299-5121	267-299-5125	267-299-5128
267-299-5122	267-299-5126	267-299-5129
267-299-5123		

C.2.5.2 OPTIONAL VOICE SERVICES

The Contractor Shall Provide the following Optional Services:

- 1 ISDN PRI for local, regional, long distance and international DID/DOD calling services over the public Switched Telephone Network.
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices
- 1 Analog Line for use with modems and fax machines.
 - Vendor shall provide service through multiple central offices. Analog and digital service shall be provided from two separate central offices
- Block of 100 DID numbers. Numbers are to be in the 267- NNX.

C.2.6 VIDEO (JAN 2009)

C.2.6.1 VIDEO SERVICES

The Contractor shall provide the following video services:

- 12 (twelve) - ISDN BRIs for Video Conferencing over the Public Switched Telephone Network. Calling shall not be limited and should be capable of multi-point bridging.
- 1 ISDN PRI for Video Conferencing over the Public Switched Telephone Network. Calling shall not be limited and should be capable of multi-point bridging.

C.2.6.2 OPTIONAL VIDEO SERVICES

The Contractor shall provide the following optional video services:

- 3 (three) - ISDN BRIs for Video Conferencing over the Public Switched Telephone Network. Calling shall not be limited and should be capable of multi-point bridging.

C.3 PERFORMANCE (JAN 2009)

The Clerk's Office requires that the Contractors network provide minimum service levels. In the event of carrier failure, service downtime shall be reimbursed to the Clerk's Office. Loss of carrier services for greater than four (4) hours shall be reimbursed as a credit for one-whole business day's use. The credit shall be determined by calculating the average day for that month's usage pro-rated. Down-time will be calculated mutually between the alarms and monitoring system installed on the Court's PBX an Avaya Communications Manager system and the Contractor's network monitoring facility.

C.3.1 DIAL TONE SERVICE PERFORMANCE PARAMETERS

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

- Transmission performance:
 - All analogue transmission parameters shall satisfy the values and ranges set forth in *Section 7, Transmission, BOC Notes on the LEC Networks* (Standard: Bellcore Pub SR-TSV-2275)
 - All digital transmission parameters shall satisfy the values and ranges set forth in the *High-Capacity Digital Special Access Service - Transmission Parameter Limits and Interface Combinations* (Standard: Bellcore Pub GR-342-CORE)
 - Grade of Service (GOS):
 - (1) Terminating Calls: P.01 (Erlang-B)
 - (2) Originating Calls: P.01 after dial tone (Erlang-B)
 - (3) Dial tone delay: Less than one percent for delay greater than three seconds.
 - (4) Availability of Service: The availability shall be at least 99.5 percent. Court will monitor service through PBX.
- All analogue trunks shall be powered with an uninterrupted power service and continue to operate during electrical power outages for a minimum of 12 hours.

C.3.2 USER-TO-NETWORK INTERFACES

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

- Analog Trunk (for PBX System Access configuration: incoming/outgoing/two-way traffic; direct inward/outward dialing) - (for modems and facsimile machines):
 - Two-wire and four-wire access circuit with Dial Pulse/Dual Tone Multi-frequency (DP/DTMF) pulsing (Standard: Bellcore's *Notes on the LEC Network [SR-TSV-000275]*)

- Signaling/supervision types: Immediate start, Ground start, Loop start, Wink start, Delay dial, E & M Types I & II
- Digital Trunk (for PBX System Access configuration: incoming/outgoing/two-way traffic; direct inward/outward dialing):
 - ISDN PRI at line rate of 1.544mbps and information payload data rate of 1.472 mbps for (23B+D) and 1.536mbps for (24B+0D). (Standard ANSI T1.607 Digital Subscriber Signaling System and ANSI T1.610; National ISDN-1 [Bellcore Pub SR-NWT-1937], National ISDN-2 {Bellcore Pub SR-NWT-2120})
 - Signaling System 7 (SS7) Interface (Standard: ANSI T1.607 Digital Subscriber Signaling System and ANSI T1.1 thru ANSI T1.116 Signaling System No. 7 and ANSI T1.611 and Bellcore GR-317, GR-394, GR-444, and TR-NWT-246).
- BRI Physical Layer : ANSI T1.601, ISDN Basic Access Interface for Use on Metallic Loops for Application on the Network Side of the NT (Layer 1 Specification), ANSI T1.605, ISDN Basic Access Interface for S and T Reference Points - Layer 1
- PRI Physical Layer : ANSI T1.408, ISDN Primary Rate - Customer Installation Metallic Interfaces (Layer 1 Specification),
- Data-link layer: ANSI T1.602, ISDN Data Link Signaling Specification for Application at the User Network Interface

C.4 INSTALLATION (JAN 2009)

C.4.1 INSTALLATION REQUIREMENTS

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

- The facilities and services shall be installed at the point of demarcation on the network side of the Court's PBX an Avaya Communications Manager system in the equipment room 1113.
- The facilities and services shall be installed using existing copper cable facilities from the entrance facility to the equipment room, room 1113.
- The Contractor is responsible for providing and installing any additional distribution frames, blocks, miscellaneous hardware, termination, and cross connects required for the new facilities and services installation
- The Contractor is responsible for shipping and delivery of all related equipment and materials to the location.
- The installation shall be complete. All facilities and trunks shall operate correctly and satisfy the specifications under Section C.2 and perform as specified under Section C.3.
- All installation work shall be done in accordance with applicable standards and accepted practices.
- The Contractor shall provide the management, technical support, operations, training, maintenance, and customer service staff required to support this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope,

complexity, functionality, and other relevant experience with tools and methodologies which are being provided for use on this contract. Installation personnel must have received training and have a minimum of five years installation experience for the facilities and services proposed.

- The contractor shall have been in business for the same or similar work for a minimum of five years.
- The installation shall be in compliance with Federal Communication Commission (FCC) and Public Utilities Commission (PUC) rules in effect at the time of cut-over.
- The Contractor shall coordinate the interconnection of the new facilities and services with the COTR. All facilities and services shall be in place and operational at the time of the cut-over.
- The Contractor shall comply with all applicable statutory safety requirements during installation.
- All work and material shall comply with all state and Federal Laws, municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction. If there are violations of codes caused by the Contractor, the Contractor shall correct the situation at no additional charge to the Courts. The Contractor shall obtain all required licenses and permits at its own expense.
- The Contractor shall be responsible for replacing, restoring, or bringing to original condition any damage to floor, ceilings, walls, furniture, grounds, pavement, etc. caused by their personnel and operations. Any damage or disfigurements shall be restored by the Contractor to its original condition at the Contractor's expense.
- All equipment installed in the equipment room shall be connected to a common ground bus strip using number 6 AWG copper wire which shall be connected to earth ground.
- The Contractor shall neatly and permanently label all digital and analogue facilities on the demarcation connecting blocks. Following installation and cut-over, the Contractor shall prepare and deliver a written inventory for all digital and/or analogue facilities and dial-tone and trunk services consisting of the circuit identification number and telephone numbers assigned to the Courts. This inventory shall be provided at no additional charge to the court. Integrated Services Digital Network (ISDN) is an international standard used to support

C.4.2 IMPLEMENTATION PLAN

The Contractor shall execute their Implementation Plan in accordance with their Site Preparation Plan. Contractor shall include written detailed steps for the full installation process. The Contractor shall perform the following activities at the site: installation; cut-over; and acceptance testing. The Contractor's Implementation Plan shall include the following:

- Name and contact information for Key Personnel.
- Impact on slippage of Crucial Steps on Cut Over
- Time table for the creation and review of the Circuit Order Workbook

- Time table for Provisioning tasks including translations
- Time table for creation and review of Local Number Portability request
- Estimated time table for PRI Facility Installation
- Estimated time table for BRI Facility Installation
- Estimated time table for Analog Line Installation
- Estimated time table to pretest all circuits head to head
- Estimated time table to pretest all circuits to Government Provided Equipment
- Procedures to test 911 and Caller ID
- Cut Over Procedures including testing long distance

C.4.3 SITE PREPARATION PLAN

The Contractor shall provide a description of start-up methods proposed to meet the Clerk's Office requirements, including any Court responsibilities for preparing the premises and facilities for installation of the specified digital and analog facilities and services. The Plan shall identify crucial steps, and the impact to the cut-over date, if schedule slippage should occur.

C.4.4 CABLING AND WIRING

The Contractor shall reuse existing cable into the entrance and building cable plant. The Contractor is required to cross-connect from the building entrance cable terminations to the backbone cable terminations as required to extend the Court's demarcation point to the equipment room 1113 on the first floor of the Federal Courthouse. The Contractor is responsible for providing and installing any additional distribution frame, blocks, miscellaneous hardware, termination and cross connects required for the new facilities and services installation.

C.5 MAINTENANCE (2009)

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

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

The Contractor shall respond to requests for *emergency service* within *two (2) hours* of receipt of

requests for service 24 hours per day, seven days per week during the term of the contract. Emergency service will be provided for failure of a DS1 circuit resulting in the inability to receive incoming calls or make outgoing or calls on 20% or more of the channels; or, in the case of a analogue service failure of a circuit resulting in the inability to receive incoming calls or make outgoing or calls on 10% or more of the channels. The Court will monitor digital channels through the existing PBX system .

Out-of-order service shall be restored to working order within 8 continuous hours after initial notification for routine service and four hours after initial notification for emergency service. The eight hour routine restoration period may be extended at the option of the Court.

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

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

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

C.6 MANAGEMENT SERVICES (2009)

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

C.6.1 TRAFFIC STUDIES

The Contractor shall perform conventional traffic studies on the digital and/or analogue trunks and trunk groups upon request by the Court. The traffic studies shall include Peg Count and CCS (Centum Call Second) measurements for each hour for each trunk from 8:30 a.m. to 6:00 p.m. local time Monday through Friday, and cover periods no shorter than one week in duration. The Contractor shall provide the report in 7-10 business days after request by the COTR.

C.7 COURT-FURNISHED SUPPORT (2009)

At a minimum, the Clerk's Office will provide the following items/support to the Contractor:

- The Clerk's Office will designate a telecommunications project manager, COTR, who will directly assist the Contractor throughout the installation process.
- Storage space for equipment and supplies

- On-site tour of all physical areas where cabling is to be installed
- After the Contractor's personnel have cleared the U.S. Marshal's background check process. The Clerk's Office will provide partial design plans of the courthouse to cleared personnel only. The design plans will show the building entrance conduit, the building demarcation, and the Court's designated equipment room. The Contractor shall not duplicate these design plans and shall return the design plans at time of cutover to the COTR.
- The Clerk's Office will assure that all backbone (riser) cable and terminations are prepared and ready for the facilities and services installation. Site and cable preparations shall be made based on results on Contractor's site survey.
- The Clerk's Office will have responsibility for site preparation, modifications, and space improvements for enclosure, environmental control, utilities, fire safety, and security as necessary to support those telecommunications services to be housed in the courthouse.
- The Clerk's Office will provide access to the required areas of the courthouse for the facilities and services installation. Other reasonable access, support, and information requested by the Contractor and agreed to by the Clerk's Office will be supplied.
- The Clerk's Office will obtain a TSP Restoration code from the National Communications Agency.
- The Clerk's Office will provide Channel Service Units (CSUs) that comply with the requirements of Part 68 of the FCC Rules and regulations and the applicable standards referenced herein.

C.8 COORDINATION (2009)

The Contractor shall work with the current existing local dial and long distance Contractors to provide continuous dial tone during the cutover period. Down time shall only occur from 7:00 pm *July 31, 2009 through 8:00 am August 3, 2009* unless another cutover weekend is agreed upon by all parties.

SECTION D --PRESERVATION, PACKAGING, AND PACKING

D.1 JP3 Clause 2-45, Packaging and Marking (AUG 2004)

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

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

SECTION E --INSPECTION AND ACCEPTANCE

E.1 JP3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)

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
2-5B	Inspection of Services	Aug 2004

E.2 PERFORMANCE TEST PLAN

The Contractor shall implement the plan to conduct system tests to ensure that the circuits are operating correctly and are able to function as a total system. The testing shall be conducted by the Contractor after the installation with COTR observation of the tests and results.

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

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

E.3 TEST ACCEPTANCE REPORT

The following specifications apply to the requirements for the Court's acceptance of the Contractor's service after cut-over. Formal acceptance by the Court is necessary prior to any payment to the Contractor. The Contractor shall provide the COTR with a Test Acceptance Report. This report shall be based on the results of the Performance Test Plan. The report shall

include the results of the inspection, functional testing, load testing, and performance testing for each circuit installed to include all features and functionality. The Test Acceptance Report shall also outline details of the cut-over, circuit inventory, and maintenance service telephone numbers, and escalation procedures. The Test Acceptance Report shall also contain the following:

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

E.4 CONTENTION AND RESOLUTION PLAN

In the event that the digital and/or analog facilities and dial-tone/trunk services do not operate as required by the specifications in the contract, or have failed any tests defined in the Performance Test Plan, the Contractor shall have a plan for identifying and resolving the cause of the problem(s) and isolating faults in the facilities and trunks, copper cabling, or telephone system within four (4) hours.

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

SECTION F--DELIVERIES OR PERFORMANCE

F.1 JP3 Clause B-5, Incorporated by Reference (AUG 2004)

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
2-60	Stop-Work Order	Jan 2003
7-200	Judiciary Delay of Work	Jan 2003

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

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

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

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

Desired Delivery Schedule		
CLIN Item #	Quantity	
0001 AA	7	July 17, 2009
0001 AB	1	July 17, 2009
0001 AC	3	July 17, 2009

0001 AD	21	July 17, 2009
0001 AE	12	July 17, 2009
0001 AF	111	July 17, 2009
0001 AJ	70	July 17, 2009
0001 AK	2	July 17, 2009
0001 AM	8	July 17, 2009
0001 AN	8	July 17, 2009
0001 AU		July 17, 2009
0001 AV		7:00 pm July 17, 2009 through 8:00 am July 21, 2009 (The cutover shall take place over a weekend.)
0001 AW	1	30 Calendar Days after option is exercised
0001 AX	1	30 Calendar Days after option is exercised
0001 BA	1	30 Calendar Days after option is exercised
0001 BD	1	30 Calendar Days after option is exercised
0001 BG	1	10 Calendar Days after option is exercised
0001 BH	1	10 Calendar Days after option is exercised

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

Required Delivery Schedule		
CLIN Item #	Quantity	

0001 AA	7	July 31, 2009
0001 AB	1	July 31, 2009
0001 AC	3	July 31, 2009
0001 AD	21	July 31, 2009
0001 AE	12	July 31, 2009
0001 AF	111	July 31, 2009
0001 AJ	70	July 31, 2009
0001 AK	2	July 31, 2009
0001 AM	8	July 31, 2009
0001 AN	8	July 31, 2009
0001 AU		July 31, 2009
0001 AV		7:00 pm July 31, 2009 through 8:00 am August 3, 2009 (The cutover shall take place over a weekend.)
0001 AW	1	60 Calendar Days after option is exercised
0001 AX	1	60 Calendar Days after option is exercised
0001 BD	1	60 Calendar Days after option is exercised
0001 BG	1	20 Calendar Days after option is exercised
0001 BH	1	20 Calendar Days after option is exercised

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		
(Offeror insert specific details)		
CLIN Item #	Quantity	
0001 AA	7	
0001 AB	1	
0001 AC	3	
0001 AD	21	
0001 AE	12	
0001 AF	111	
0001 AJ	70	
0001 AK	2	
0001 AM	8	
0001 AN	8	
0001 AU		
0001 AV		(The cutover shall take place over a weekend.)
0001 AW	1	
0001 AX	1	
0001 BA	1	
0001 BD	1	
0001 BG	1	
0001 BH	1	

- (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 (5) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is from the date of contract award through September 30, 2009 with five option periods thereafter. Option periods if exercised will be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.

SECTION G — CONTRACT ADMINISTRATION DATA

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

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.2 JP3 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.3 JP3 Clause 7-10, Contractor Representative (JAN 2003)

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

Name:

Address:

Telephone:

Email:

Fax:

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

G.4 JP3 Clause 7-125, Invoices (JAN 2003)

- (a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.
- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
- (1) name of business concern and such business's Taxpayer Identification Number;
 - (2) period(s) covered by invoice and invoice date;
 - (3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
 - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
 - (5) payment terms;
 - (6) total amount billed;
 - (7) a subtotal of any and all fees or credits applied to the invoice;
 - (8) an amount due (if any) or credit balance;
 - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
 - (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;
 - (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed

to relevant paying authority specified in the contract.

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 JP3 Clause B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

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
3-75	Limited Criminal Background Suitability Check	Jan 2003
7-45	Travel	Jan 2003
7-55	Contractor Use of Judiciary Networks	Jan 2003

H.2 MEETINGS/CONFERENCES

Contractor shall attend technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance. Meetings as deemed necessary by the COTR will be held to resolve problems and to facilitate understanding of the technical requirements of the contract. The COTR will make a determination to call a meeting for the following issues:

- (1) Post award conference
- (2) Pre Cut Over meeting
- (3) Performance issues falling within the criteria of Section C.3
- (4) Billing issues.

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

H.3 PRICE MANAGEMENT

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

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

(which is equivalent to the Government's dedicated transmission services)."

H.4 FAILURE TO DELIVER SERVICE

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

H.5 JP3 Clause 2-65, Key Personnel (AUG 2004)

(a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:

(1) All substitutes shall have qualifications at least equal to those of the person being replaced.

(2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.

(3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.

(4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for

the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

- (a) name of person;
- (b) functional responsibility;
- (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- (d) citizenship status;
- (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
- (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

The following individuals are designated as key personnel under this contract:

SECTION I — CONTRACT CLAUSES

I.1 JP3 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

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
1-5	Conflict of Interest	Aug 2004
1-10	Gratuities or Gifts	Jan 2003
1-15	Disclosure of Contractor Information to the Public	Aug 2004
2-20C	Warranty of Services	Jan 2003
2-50	Continuity of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
2-80	Judiciary Property	Jan 2003
2-90C	Option to Extend Services	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment.	Jan 2003
3-35	Covenant Against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to the Government	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal	Jan 2003

Transactions		
3-105	Audit of Records - Negotiations	Jan 2003
3-120	Order of Precedence	Jan 2003
3-140	Notice to the Judiciary of Labor Disputes	Jan 2003
3-205	Protest after Award	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-25	Indemnification (Judiciary Property)	Aug 2004
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Aug 2004
7-85	Examination of Records	Jan 2003
7-100B	Limitation of Liability (Services)	Jan 2003
7-110	Bankruptcy	Jan 2003
7-115	Availability of Funds	Jan 2003
7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003
7-150	Extras	Jan 2003
7-185	Changes	Jan 2003
7-195	Excusable Delays	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 JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

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

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

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

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

Funds are not presently available for performance under this contract beyond March 1, 2009. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond March 1, 2009, until funds are made available to the contracting officer for performance and until the contracting officer receives notice of availability, to be confirmed in writing by the contracting officer.

SECTION J — LIST OF ATTACHMENTS

Reserved.

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

K.1 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

(a) *Definitions*

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

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

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

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

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

TIN has been applied for.

TIN is not required, because: _____

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

- foreign government;
- international organization per-26 CFR 1.6049-4;
- other _____.

(f) *Common parent*

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

Name and TIN of common parent

Name _____

TIN _____

K.2 JP3 Provision 3-15, Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at address different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

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

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
 - (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

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

- (a) The offeror certifies that:
 - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

- (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);*
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 JP3 Provision 3-60, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

- (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
- (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.
- (4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to civil penalty of not less than \$10,000.00 and not more than the judiciary's small purchase threshold, for each such failure.

K.6 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)

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

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SITE VISIT

The Clerk's Office will host a site visit on March 16, 2009 at 10:00 am in room 2225 U.S. Courthouse, 601 Market Street, Philadelphia PA. It is anticipated that the site visit will not exceed two hours. Contractors shall send an email to Mike_Sienkiewicz@paed.uscourts.gov with the attendees. The site visit will be recorded and written notes will also be taken. Any questions and responses will be posted.

L.2 JP3 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>

NUMBER	TITLE	DATE
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	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
3-205	Protest After Award	Jan 2003
7-60	Judiciary Furnished Property of Services	Jan 2003

L.3 JP3-Provision 3-115 Facsimile Offers (Jan 2003)

- (a) *Definition* "Facsimile offer," as used in this provision, means an offer, revision or modification of an offer, or withdrawal of an offer that is transmitted to and received by the judiciary via facsimile machine.
- (b) Offerors may submit facsimile offers as responses to this solicitation. Facsimile offers are subject to the same rules as paper offers.
- (c) The telephone number of receiving facsimile equipment is: 267-299-7155.
- (d) If any portion of a facsimile offer received by the contracting officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:
 - (1) the contracting officer immediately will notify the offeror and permit the offeror to resubmit the offer;
 - (2) the method and time for re-submission will be prescribed by the contracting officer after consultation with the offeror; and
 - (3) the re-submission will be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for re-submission prescribed by the contracting officer.
- (e) The judiciary reserves the right to make award solely on the facsimile offer. However, if requested to do so by the contracting officer, the apparently successful offeror promptly shall submit the complete original signed offer.

L.4 JP-3 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 the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

- (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or shall have been known. Protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 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;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Joseph Hartnett, Assistant Administrative Services Manager, U.S. District Court, Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.
- (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.5 JP-3 Provision 4-1, Type of Contract (JAN 2003)

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

L.6 INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be

provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN **March 26, 2009**.

All correspondence relating to the solicitation document may be emailed to Mike_Sienkiewicz@paed.uscourts.gov or shall be submitted to:

**U.S. District Court, Clerk's Office
2225 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1797
Attn: Michael Sienkiewicz
USDC-EDPA-09-006**

NO Telephone questions will be answered.

L.7 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

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

L.7.1 PROPOSAL INSTRUCTIONS

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

The Offeror shall furnish one electronic copy in PDF format and two (2) hard copies of Volume I: Business Proposal and one electronic copy in PDF format and two (2) hard copies of Volume II: Technical Proposal.

L.7.2 PROPOSAL FORMAT

Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers.

L.8 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal, submitted in one (1) electronic in PDF format and two hard copies, shall consist of the four sections described below:

L.8.1 PART 1 - COVER SHEET

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

L.8.2 PART 2 - SECTION K (REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR)

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

L.8.3 PART 3 - ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

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

L.8.4 PART 4 - COMPLETED SECTION B

In this section, offerors shall provide separate pricing for each Contract Line Item Number in Section B of the solicitation. The facilities and services and price shall include all services, including but not limited to, equipment, accessories, cables, connectors, and interface units for installed facilities and services ready for operation by the Courts.

Prices shall include a complete list of all facilities and services required to satisfy the requirements stated herein. The unit prices for services shall not include federal, state, or local taxes and duties in effect on the contract date. 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 in Section B line items 0001 AT, 0002 AT, 0003 AT, 0004 AT, 0005 AT, 0006 AT. Excepted taxes as defined in JP3 Clause 6-40, shall be included in the contract price, but not itemized on the monthly invoices.

Generic names for each required facility, service, and charge are listed in the in Section B. Because these items are referred to with different marketing names by the different providers, the Provider Designation for each Facility/Service/Charge shown in Section B shall be stated. This designation will be the marketing name the Contractor uses to refer to the facility, service, or charge listed. For example, providers may refer to the DS1 facility as DSS (Digital Switched Services), T1, HiCAP, or another designation.

All prices shall be firm-fixed. For those Offerors whose pricing for each year is controlled by a tariff, propose a projected fixed price based on historical information for evaluation purposes only. Once the year is exercised, the price will be adjusted according to the tariff agreement. Historical prices shall be supported by documentation to show that the projected amount is reasonable.

L.9 VOLUME II: TECHNICAL PROPOSAL

This volume of the proposal, submitted in one (1) electronic in PDF format and two hard copies, shall consist of the five sections described below:

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

L.9.1 PART 1 - CONTRACT COMPLIANCE

In order to have an acceptable proposal, the Offeror shall acknowledge acceptance of the requirements set forth in the Statement of Work (SOW), Sections C.2 through C.8 of the solicitation by providing a narrative. This acknowledgment shall consist of a brief narrative for each SOW section (C.2 through C.8 with the exception of sections C.4.2 and C.4.3 which are detailed in the following sections), the offeror's understanding of each of these sections and compliance.

L.9.2 PART 2 - INSTALLATION REQUIREMENTS

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

- (a) Section 1: Implementation Plan: As required in Section C.4.2 of the solicitation, the Offeror shall prepare an Implementation Plan which sets forth all of the steps associated with the project, dates for each to be accomplished, and who is to accomplish the task (whether it be the Clerk's Office or the Contractor) to meet the required cut over date specified in Section F.3.

At a minimum the Offeror's Implementation Plan shall include the following:

- Name and contact information for Key Personnel.
- Impact on slippage of Crucial Steps on Cut Over
- Time table for the creation and review of the Circuit Order Workbook
- Time table for Provisioning tasks including translations
- Time table for creation and review of Local Number Portability request
- Estimated time table for PRI Facility Installation
- Estimated time table for BRI Facility Installation
- Estimated time table for Analog Line Installation
- Estimated time table to pretest all circuits head to head

- Estimated time table to pretest all circuits to Government Provided Equipment
- Procedures to test 911 and Caller ID
- Cut Over Procedures including testing long distance

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

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

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

At a minimum, the plan shall include the following topics:

- Power Requirements: The Contractor shall provide the specific voltage, amperage, phases and quantities of circuits required.
- Equipment Space Requirements: The Contractor shall identify the square footage and any mounting requirements.
- Air Conditioning, Heating and Ventilation Requirements: The Contractor shall identify the ambient temperature and relative humidity operating ranges required to prevent equipment damage.

L.9.3 PART 3 - PERFORMANCE TEST PLAN

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

- (a) All facilities and trunks operate properly in both directions with the installed telephone system (PBX) ;
- (b) Systems are able to seize and release all connected trunks without hangups or unintended disconnects;
- (c) Trunks are disconnected correctly;
- (d) All dialing (DTMF and dial pulsing) is correct completed;

- (e) Outgoing call routing, as specified, including local, intra-LATA, FTS VON long distance, non-FTS inter-LATA, international and 911 emergency calls;
- (f) Quality and level of transmission consistent with published specifications for facilities and services under operational traffic loads;
- (g) All cabling, grounding and equipment installation complete, in permanent locations and in accordance with industry standards and these specifications;
- (h) Analog trunks operate during power or system outage with ground start activation, or equivalent, of trunks from stations so equipped;
- (i) Facilities and services documentation complete and on file at the courthouse; and
- (j) No noticeable, perceptible, or unacceptable noise, echo or distortion is detected.

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

L.9.4 PART 4 - CONTENTION AND RESOLUTION PLAN

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

L.9.5 PART 5 - OFFEROR'S REFERENCES

The Offeror shall provide references for up to five sites (preferably larger Government agencies, financial institutions, law firms, and business and trade associations) at which the services described herein have been provided, installed, and is currently being operated, in the Philadelphia Metropolitan Area. At a minimum, each reference site description shall include the following information:

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

References will be evaluated to assess Contractor responsibility.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 JP3 Clause B-5, PROVISIONS INCORPORATED BY REFERENCE (AUG 2004)

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
2-85A	Evaluation Inclusive of Options	Jan 2003
3-70	Determination of Responsibility	Jan 2003

M.2 EVALUATION PROCESS

M.2.1 EVALUATION OF PROPOSALS

M.2.1.1 GENERAL

1. This procurement is being conducted using formal source selection procedures, and contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be most advantageous to the Government in accordance with the requirements stated below.

2. The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

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

M.2.1.2 EVALUATION APPROACH

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

M.2.1.2.1 TECHNICAL ACCEPTABILITY EVALUATION

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

1. Contract Compliance: The Contractor shall acknowledge of the Contractor's understanding and acceptance of requirements set forth in the Statement of Work, Sections C.2 through C.8 of the solicitation. This acknowledgment shall consist of a brief narrative for each SOW section (C.2 through C.8) , the offeror's understanding of each of these sections and compliance.. Any Offeror failing to comply with all of the requirements of Section C.2 through C.8 shall be determined to be technically unacceptable, and shall be not be considered further for contract award. The Government reserves the right to seek clarifications or deficiency corrections prior to determining a proposal technically unacceptable.

M.2.1.2.2 TECHNICAL EXCELLENCE EVALUATION

The Technical Excellence Factors will be evaluated to determine which proposal offers the best technical value to the government. The proposals will be evaluated based on the evaluation factors set forth below:

Technical Excellence Factors

- A. Benefits of Implementation Plan (L.9.2)
- B. Site Preparation Plan (L.9.2)
- C. Performance Test Plan (L.9.3)
- D. Contention and Resolution Plan (L.9.4)
- E. Corporate Experience (L.9.5)
- F. Past Performance (L.9.5)

With respect to the evaluation of Technical Excellence factors, each factor is of equal importance. For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk. The evaluation assessment of items A through F, will be depicted by narrative with scores of Excellent, Good, Marginal or Poor assigned for each factor and an as overall score for each proposal.

M.2.1.2.3 PRICE EVALUATION

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

M.3 CONTRACT AWARD

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

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

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

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