

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	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		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 _____ 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 _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.
				Jim_Benton@ared.uscourts.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
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
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

TABLE OF CONTENTS

	Page
SECTION B - PRODUCTS OR SERVICES AND PRICE/COSTS.....	Page 4 of 40
<u>B.1 PRICING OVERVIEW</u>	Page 4 of 40
SECTION C - DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK	
.....	Page 5 of 40
<u>C.1 SPECIFICATION OVERVIEW</u>	Page 5 of 40
<u>C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS</u>	Page 5 of 40
<u>C.2.1 FEATURES</u>	Page 5 of 40
.....	Page 7 of 40
C.3 INSTALLATION.....	Page 6 of 40
<u>C.3.1 INSTALLATION REQUIREMENTS</u>	Page 6 of 40
<u>C.3.2 IMPLEMENTATION PLAN</u>	Page 7 of 40
<u>C.3.3 SITE PREPARATION PLAN</u>	Page 7 of 40
<u>C.3.4 CABLING AND WIRING</u>	Page 8 of 40
<u>C.4 MAINTENANCE</u>	Page 8 of 40
<u>C.5 COURT-FURNISHED SUPPORT</u>	Page 8 of 40
SECTION D --PACKAGING AND MARKING.....	Page 10 of 40
<u>D.1 CLAUSES INCORPORATED BY REFERENCE</u>	Page 10 of 40
SECTION E --INSPECTION AND ACCEPTANCE.....	Page 11 of 40
<u>E.1 CLAUSES INCORPORATED BY REFERENCE</u>	
.....	Page 11 of 40
SECTION F--DELIVERIES OR PERFORMANCE.....	Page 12 of 40
<u>F.1 CLAUSES INCORPORATED BY REFERENCE</u>	
.....	Page 12 of 40
F.2 DELIVERABLES.....	Page 12 of 40
<u>F.2.1 TERM OF CONTRACT</u>	Page 12 of 40
<u>F.2.2 SERVICE AND SUPPORT</u>	Page 12 of 40
F.3 <u>DELIVERY LOCATION</u>	Page 12 of 40
F.4 INSTALLATION REQUIREMENTS.....	Page 13 of 40
<u>F.4.1 INSTALLATION PROCESS</u>	Page 13 of 40
<u>F.4.2 DELAYS</u>	Page 13 of 40

SECTION G — CONTRACT ADMINISTRATION DATA	Page 14 of 40
<u>G.1 CLAUSES INCORPORATED BY REFERENCE</u>	Page 14 of 40
<u>G.2 CONTRACTOR ADMINISTRATION</u>	Page 14 of 40
<u>G.3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE</u> ...	Page 14 of 40
<u>G.4 CONTRACTOR REPRESENTATIVE</u>	Page 15 of 40
SECTION H — SPECIAL CONTRACT REQUIREMENTS	Page 16 of 40
<u>H.1 CLAUSES INCORPORATED BY REFERENCE</u>	Page 16 of 40
<u>H.2 SUBCONTRACTING TECHNICAL SUPPORT</u>	Page 16 of 40
<u>H.3 MEETINGS/CONFERENCES</u>	Page 16 of 40
<u>H.4 PERMITS</u>	Page 16 of 40
<u>H.5 ACCESS TO RECORDS</u>	Page 17 of 40
SECTION I — CONTRACT CLAUSES	Page 18 of 40
<u>L.1 CLAUSES INCORPORATED BY REFERENCE (JP3 B-5 OCT 2006)</u>	Page 18 of 40
<u>L.2 OPTION TO EXTEND SERVICES (JP3 2-90C JAN 2003)</u>	Page 20 of 40
<u>L.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (JP3 3-170 JAN 2003)</u>	Page 20 of 40
<u>SECTION J — LIST OF ATTACHMENTS</u>	Page 21 of 40
SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page 22 of 40
<u>K.1 PROVISIONS INCORPORATED BY REFERENCE</u>	Page 22 of 40
<u>K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JP3 3-30 JAN 2003)</u>	Page 22 of 40
<u>K.3 TAXPAYER IDENTIFICATION NUMBER (JP3 3-5 JAN 2003)</u>	Page 23 of 40
<u>K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JP3 3-20 JAN 2003)</u>	Page 24 of 40
<u>K.5 AUTHORIZED NEGOTIATORS (JP3 3-130 JAN 2003)</u>	Page 25 of 40
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page 26 of 40
<u>L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JP3 B-1 JAN 2003)</u>	Page 26 of 40
<u>L.2 TYPE OF CONTRACT</u>	Page 26 of 40
<u>L.3 PRIME CONTRACTOR RESPONSIBILITIES</u>	Page 27 of 40
<u>L.4 INQUIRIES</u>	Page 27 of 40
<u>L.5 INCURRING COSTS</u>	Page 27 of 40

L.6	DISPOSITION OF PROPOSALS	Page 27 of 40
L.7	PROPOSAL SUBMISSION ADDRESS	Page 27 of 40
L.8	GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS	Page 28 of 40
	L.8.1 Proposal Instructions	Page 28 of 40
	L.8.2 Proposal Format	Page 28 of 40
L.9	VOLUME I: BUSINESS PROPOSAL	Page 29 of 40
	L.9.1 Part 1 - Cover Sheet	Page 29 of 40
	L.9.2 Part 2 - Solicitation Sections	Page 29 of 40
	L.9.3 Part 3 - Unit Price Tables	Page 29 of 40
	L.9.4 Part 4 - Assumptions, Conditions, or Exceptions	Page 30 of 40
L.10	VOLUME II: TECHNICAL PROPOSAL	Page 30 of 40
	L.10.1 Part 1: Response to Solicitation Requirements	Page 30 of 40
	L.10.2 Part 2: Response to Installation Requirements	Page 30 of 40
	L.10.3 Part 3: Management and Business Risk	Page 31 of 40
L.11	PROTESTS (JP3 3-210 JAN 2003)	Page 31 of 40
SECTION M -- EVALUATION FACTORS FOR AWARD		Page 33 of 40
M.1	CLAUSES INCORPORATED BY REFERENCE (OCT 2006)	Page 33 of 40
M.2	SUBMISSION OF INITIAL PROPOSALS	Page 33 of 40
M.3	EVALUATION PROCESS - GENERAL	Page 33 of 40
M.4	TECHNICAL EVALUATION	Page 34 of 40
M.5	PRICE EVALUATION	Page 34 of 40
M.6	COMPETITIVE RANGE DETERMINATION	Page 35 of 40
M.7	UNREALISTIC PROPOSALS	Page 35 of 40
M.8	AWARD SELECTION BASIS	Page 35 of 40
APPENDIX A PRICING FORMS		Page 36 of 40
	FORM A.1 - BASE QUOTE TABLE A.1A - BASIC YEARLY CONTRACT SUMMARY.....	Page 37 of 40
	FORM A.2 - RECURRING PRICES TABLE A.2A - BASIC MONTHLY CONTRACT - YEAR 1 THROUGH YEAR 5	Page 38 of 40
	FORM A.3 - PROGRAMMING CHANGE PRICES TABLE A.3A -.....	Page 39 of 40

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 OVERVIEW

The U.S. District Court, Eastern District of Arkansas is requesting proposals in anticipation of a contract for Centrex telephone services for the courthouse located at 500 and 600 W. Capitol Ave., Little Rock, AR. The contract will encompass all costs associated with providing service to the Court over the life of the contract (one year plus four option years) including:

- monthly recurring charges;
- support for on-going system maintenance (including cost schedule for programming moves, adds, and changes);
- user training.

The Contractor shall furnish all personnel, materials, services, and equipment necessary to perform the requirements set forth in the contract.

The Court intends to procure the following items under a firm-fixed price contract and, thus schedules shall be priced on a fixed-price arrangement for all specified services and related features in Section C for each applicable year of a five-year period, which includes a base year and four one-year options.

The unit price for services (as defined in Appendix A, Pricing Forms) shall not include federal, state, or local taxes and duties in effect on the contract date that the taxing authority is imposing and collecting the transactions or property covered by this contract. A separate, itemized list of these taxes that would be included in the monthly invoices, including the name of the tax, jurisdiction by name, and applicable tax rate shall be provided. The Court will not pay any expenses incurred in the preparation of the responses to this Request For Proposal (RFP).

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 SPECIFICATION OVERVIEW

The U.S. District Court, Eastern District of Arkansas, 600 W. Capitol Avenue Little Rock, Arkansas, requires Centrex telephone services for a minimum of 100 ISDN-Basic Rate Interface (BRI) digital lines and 20 analog lines for the next five years. 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 stated on the Base quote forms (B.1, B.2, B.3, and B.4) in Appendix A. This project includes the U.S. District Court, with options for the Eighth Circuit Court of Appeals and U.S. Probation and Pretrial Services Office, who will independently contract with the vendor for the minimum telephone services and equipment specified in Appendix A. Both agencies are located in the same building with the U. S. District Court; however, the contract and billing for these options will be separate from the U.S. District Court.

The Contractor shall furnish the services and facilities that are called for in accordance with the conditions, requirements, and specifications of this contract. All references to time of day in this document are in Central Time.

The Court will have the option of adding or deleting lines or features and be billed on the per item cost for the lines or features based on cost schedule for the given performance period.

The service must be compatible with Tone Commander 8810 and Lucent i2022 telephone instruments.

The current telephone numbers in use by the Court should not change.

The specified system shall allow for and integrate Federal Telecommunications Services (FTS) long distance functionality as part of the services.

C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS

C.2.1 FEATURES

The Contractor shall make available the following features to the basic service

- Call Transfer
- Call Forward
- Call Pickup
- Group Pickup
- Call Redial
- Call Hold
- Call Park
- Speed Dial
- Caller ID name and number
- Voice Mail with visual indicator and optional audio indicator
- Six-way Conference
- Call Waiting ID name and number
- Call Privacy

- Call Retrieve
- Remote Access to Call Forwarding (Optional)
- 911 Functionality to meet all Local, State and/or Federal regulations
- Access to Operator Assistance

The Court requires multiple call appearances and monitored appearances, i.e., tsm/dss, on telephone sets. On lines that are configured to have private call appearances a method to toggle the privacy off is required.

C.2.2 JURY AUTO ATTENDANT LINE

A dedicated line that can transfer to other menus, outside lines, or mailboxes is required.

C.2.3 VIDEO CONFERENCE LINES

The Court requires a minimum of three BRIs capable of 128 kbps data transmission for both local and long distance each.

C.2.4 RESTRICTED DIALING

Restricted dialing, i.e., local dialing only, may be requested on specific lines.

C.3 INSTALLATION

C.3.1 Installation Requirements

The installation includes all services, equipment, accessories, cables, connectors, and interface units for service to the demarcation location. The installation shall be performed by the Contractor as described below:

The facilities and services shall be installed at the point of demarcation.
Facilities and services shall be installed using redundant paths into the building.
The Contractor is responsible for providing and installing any additional blocks, miscellaneous hardware, or terminations required for the new facilities and services installation to the demarcation location.
The Contractor is responsible for shipping and delivery of all related equipment and materials to the location.
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.

<p>The contractor shall have been in business for the same or similar work for a minimum of five years.</p>
<p>Each person who is assigned to this contract effort to work on the premises of the courthouse shall have a background investigation completed prior to commencing work. The contractor shall provide the names, dates of birth, and social security numbers for all such personnel upon award of this contract to the COTR. This information will be provided to the U.S. Marshal's Service. There is no charge to the Contractor for this service.</p>
<p>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.</p>
<p>The Contractor shall comply with all applicable statutory safety requirements during installation.</p>
<p>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.</p>
<p>The Contractor shall be responsible for replacing, restoring, or bringing to original condition any damage to floor, ceilings, walls, furniture, grounds and pavement 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.</p>
<p>The Contractor shall neatly and permanently label all digital and analog facilities on the demarcation connecting blocks.</p>

C.3.2 Implementation Plan

The Contractor shall submit an Implementation Plan which outlines work schedule of days and hours each day that the Contractor's employees shall require access to the courthouse. This plan shall include detailed steps and dates of the full installation process. The work schedule shall give specific dates for the following activities at the site: premises prepared by the courts, installation, testing and training.

C.3.3 Site Preparation Plan

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

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

C.3.4 Cabling and Wiring

The Contractor shall install necessary cable into the entrance and building cable plant, where needed. 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. The Contractor is responsible for providing and installing any additional blocks, miscellaneous hardware, or terminations required for the facilities and services installation to the demarcation location.

C.4 MAINTENANCE

The Contractor shall have a repair and emergency service telephone number for trouble calls. Requests for repair may be received by telephone.

The Contractor shall respond to requests for repair service on the same day as receipt of the request for service during the term of the contract. Same-day response to requests for repair service will be based on Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. Next-day repair service will be acceptable for service requests received after 4:00 p.m. local time. Response 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.

Out-of-order service shall be restored to working order within 4 hours after initial arrival. The four hour 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 Court and the Court will assume responsibility for corrective action.

The Contractor will provide programming of moves, adds, and changes within five business days of receiving a request from the Court. After the award of the contract, the Court will designate individuals authorized to place orders for moves, adds, and changes.

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

C.5 COURT-FURNISHED SUPPORT

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

The Court will designate a telecommunications project manager who will directly assist the Contractor throughout the installation process.
Storage space for equipment and supplies.
An on-site tour of all physical areas where equipment is to be installed will be available on _____ at 10:00 a.m. _____ (CDT).

Site and cable preparations shall be made based on results on Contractor's site survey.

The Court shall have responsibility for site preparation, modifications, and space improvements for enclosure, environmental control, utilities, fire safety, and security as necessary to support those telecommunications services to be housed in the courthouse.

The Court shall provide access to the required areas of the courthouse for the facilities and services installation. Other reasonable access, support, and information requested by the Contractor and agreed to by the Court will be supplied.

SECTION D --PRESERVATION, PACKAGING, AND PACKING

D.1 CLAUSES INCORPORATED BY REFERENCE

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

JP3 CLAUSES INCORPORATED BY REFERENCE (B-5)

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

SECTION E --INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

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

JP3 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
2-5B	Inspection of Services	AUG 2004
2-10	Responsibility of Products	JAN 2003

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

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

JP3 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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
7-210	Payment for Emergency Closures	AUG 2004

F.2 DELIVERABLES

F.2.1 TERM OF CONTRACT

Base Period: From date of award through October 1, 2008 through September 30, 2009
Option Period 1: October 1, 2009 through September 30, 2010
Option Period 2: October 1, 2010 through September 30, 2011
Option Period 3: October 1, 2011 through September 30, 2012
Option Period 4: October 1, 2012 through September 30, 2013

F.2.2 SERVICE AND SUPPORT

Centrex service and support shall be fully functional within 120 calendar days of award.

F.3 DELIVERY LOCATION

Centrex service and telephone instruments shall be delivered and/or installed at the U. S. District Court, 500 and 600 W. Capitol Ave., Little Rock, AR 72201.

F.4 INSTALLATION REQUIREMENTS

F.4.1 Installation Process

Installation shall be performed in accordance with the specifications in Section C. The Contractor's personnel will be provided access to the building.

F.4.2 Delays

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

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

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (JP3 B-5 OCT 2006 JAN 2003)

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

JP3 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
7-125	Invoices	JAN 2003

G.2 CONTRACT ADMINISTRATION (JP3 7-1 JAN 2003)

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

G.3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (JP3 7-5 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.4 CONTRACTOR REPRESENTATIVE (JP3 7-10 JAN 2003)

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

Name:	Telephone:
Address:	Email:
	Fax:

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

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES OR PROVISIONS INCORPORATED BY REFERENCE

The following clauses or provisions are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es) : : www.uscourts.gov/procurement/clauses.htm

JP3 CLAUSES OR PROVISIONS INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1-1	Employment by the Government	JAN 2003
3-75	Limited Criminal Background Suitability Check	JAN 2003
7-45	Travel	JAN 2003

H.2 SUBCONTRACTING TECHNICAL SUPPORT

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

H.3 MEETINGS/CONFERENCES

Technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.4 PERMITS

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

H.5 ACCESS TO RECORDS

The Contractor agrees that the Courts or its designated representative shall, until three years after the expiration of this contract, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Courts or its designated representative shall, until three years after the expiration under the subcontract, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder.

SECTION I — CONTRACT CLAUSES**I.1 CLAUSES INCORPORATED BY REFERENCE (JP3 CLAUSE B-5 OCT 2006)**

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

JP3 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1-5	Conflict of Interest	AUG 2004 JAN 2003
1-10	Gratuities or Gifts	JAN 2003
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-20A	Incorporation of Warranty	JAN 2003
2-20B	Contractor Warranty	JAN 2003
2-20C	Warranty of Services	JAN 2003
2-50	Continuity of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
3-25	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2003
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JAN 2003
3-45	Anti-Kickback Procedures	JAN 2003
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JAN 2003
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	JAN 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	JAN 2003

3-105	Audit and Records - Negotiation	JAN 2003
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-160	Service Contract Act of 1965, as Amended	JAN 2003
3-175	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	JAN 2003
3-205	Protest after Award	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	JAN 2003
7-25	Indemnification (Judiciary Property)	AUG 2004 JAN 2003
7-30	Public Use of the Name of the Federal Judiciary	JAN 2003
7-35	Disclosure or Use of Information	AUG 2004 JAN 2003
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	JAN 2003
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-120	Availability of Funds for the Next Fiscal Year	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	JAN 2003
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	JAN 2003
7-195	Excusable Delays	JAN 2003
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary	JAN 2003

7-230	Termination for Default - Fixed Price Products and Services	JAN 2003
7-235	Disputes (Note 2)	JAN 2003

I.2 OPTION TO EXTEND SERVICES (JP3 2-90C JAN 2003)

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

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (JP3 3-170 JAN 2003)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the judiciary subject to the provisions of 5 U.S.C. § 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
<u>Service Technician</u>	<u>Range from \$47,500 to 76, 250</u>
_____	_____
_____	_____

SECTION J — LIST OF ATTACHMENTS

1. APPENDIX A -PRICING FORMS

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

The Offeror shall complete the following representations and certifications.

K.1 PROVISIONS INCORPORATED BY REFERENCE

The following provision(s) are incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.uscourts.gov/procurement/clauses.htm

JP3 PROVISIONS INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
3-15	Place of Performance	JAN 2003

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JP3 3-30 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.3 TAXPAYER IDENTIFICATION (JP3 3-5 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.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JP3 3-20 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.5 AUTHORIZED NEGOTIATORS (JP3 3-130 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 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JP3 B-1 JAN 2003)

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

JP3 PROVISIONS INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
2-15	Warranty Information	JAN 2003
2-70	Site Visit	JAN 2003
3-10	Data Universal Numbering System (DUNS) Number	JAN 2003
3-80	Submission of Offers	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004 JAN 2003
3-90	Late Submissions, Modifications, and Withdrawal of Offers	JAN 2003
3-95	Preparation of Offers	JAN 2003
3-100	Instructions to Offerors	JAN 2003
3-125	Acknowledgment of Solicitation Amendments	JAN 2003
7-60	Judiciary Furnished Property or Services	JAN 2003

L.2 TYPE OF CONTRACT (JP3 4-1 JAN 2003)

The judiciary plans to award a 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.3 PRIME CONTRACTOR RESPONSIBILITIES

The Offeror is strongly encouraged to include in his or her proposal, services provided by other suppliers when such inclusions provide the Government with a lower overall cost. However, the Offeror will be the prime contractor for procurement of the services offered. The Offeror alone will be held responsible by the Government for performance of all Contractor's obligations under any contract resulting from the Offeror's proposal. The Government in turn will render payment of any and all charges resulting from the purchase of services solely to the prime contractor.

L.4 INQUIRIES

The contact responsible for supplying additional information and 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 must be received by the Contracting Officer no later than seven (7) calendar days from date of issuance of the solicitation document.

THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS PROCUREMENT PRIOR TO CONTRACT AWARD. All correspondence relating to the solicitation document shall be submitted to:

*U.S. District Court
Jim Benton
600 W. Capitol Ave.
Little Rock, AR 72201
(501) 604-5302 Jim_Benton@ared.uscourts.gov
USDC-ARE-0801*

CONTACT WITH ANY OTHER GOVERNMENT OFFICIAL EXCEPT THE CONTRACTING OFFICER CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.

L.5 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the Solicitation Document in anticipation of receiving direct reimbursement from the Government.

L.6 DISPOSITION OF PROPOSALS

After a Contractor has been selected, unsuccessful proposals will be disposed of as follows: One copy of each proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.

L.7 PROPOSAL DEADLINE AND SUBMISSION ADDRESS

All offers are due by the close of business on _____. Proposals received at the address below following the instructions below:

*U.S. District Court
Jim Benton
600 W. Capitol Ave., Room A149
Little Rock, AR 72201
(501) 604-5302
USDC-ARE-0401*

L.8 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

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

L.8.1 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 Courts.

The Offeror shall furnish *three (3)* copies of Volume I: Business Proposal, and *three (3)* copies of Volume II: Technical Proposal.

L.8.2 Proposal Format

The Offeror's proposal shall consist of two parts: (i) Volume I: Business Proposal, and (ii) Volume II: Technical Proposal. The Offeror shall tailor its proposal volumes to the Solicitation (same as RFP) format; specifically, each proposal paragraph shall be identified with the corresponding Solicitation paragraph number(s) being addressed. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

VOLUME I, BUSINESS PROPOSAL

- Part 1: COVER SHEET (SF33)
- Part 2: SECTION K - REPRESENTATIONS AND CERTIFICATIONS
- Part 3: UNIT PRICE TABLES (APPENDIX A)
- Part 4: ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

VOLUME II, SECTION K - TECHNICAL REQUIREMENTS

- Part 1: RESPONSE TO SOLICITATION REQUIREMENTS
 - Paragraphs under C.2, General Requirements and Specifications
 - Paragraphs under C.4, Maintenance
 - Paragraphs under C.5, Court Furnished Support
- Part 2: RESPONSE TO INSTALLATION REQUIREMENTS
 - Paragraphs under C.3.1, Installation Requirements
 - Paragraphs under C.3.2, Implementation Plan
 - Paragraphs under C.3.3, Site Preparation Plan

- Paragraphs under C.3.4, Cabling and Wiring
- Part 3: MANAGEMENT AND BUSINESS RISK
 - Past Performance of Contractor and Subcontractor ((L.11.5 (b), (c))
 - Corporate Experience (L.11.5 (b))

L.9 VOLUME I: BUSINESS PROPOSAL

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

L.9.1 Part 1 - Cover Sheet

Blocks 12 through 16 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.9.2 Part 2 - Section K - Representations and Certifications

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and include the full section as part of the Business Proposal.

L.9.3 Part 3 - Unit Price Tables

Offerors are required to provide separate pricing for each Contract Line Item Number using the formats provided in Appendix A. Services should be priced on a fiscal-year basis for a base period with four option years for renewal.

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

The following are special instructions for completing the schedules. The term "contract" is used throughout this section to refer to any contract resulting from this solicitation. Offerors are encouraged to provide their best pricing with their proposal.

Prices shall include a complete list of all facilities and services required to satisfy the requirements stated herein with all applicable prices on Tables 2 and 3.

Complete the Quantity, Initial Installation Unit Price, Initial Installation Total Price, Monthly Recurring Unit Price, and Monthly Recurring Total Price for each facility, service, and related charges shown on these forms. The Total Initial Installation Price for each item listed should equal the Unit Initial Installation Price multiplied by the Quantity for that item. The Total

Monthly Recurring Price for each item listed should equal the Unit Monthly Recurring Price multiplied by the Quantity for that item. The respondent shall insert rows as necessary to list all facilities, services, and charges required to meet the specifications herein.

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

L.9.4 Part 4 - Assumptions, Conditions, or Exceptions

The Offeror shall submit under this section, all (if any) assumptions, 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.10 VOLUME II: TECHNICAL PROPOSAL

Volume II: Technical Proposal shall be used to provide the Offeror's proposed solution to the judiciary's requirements. Section C describes the services that the Courts are planning to acquire through this solicitation. The requirements for these items are defined in Paragraphs C.2 through C.5. Volume II shall provide the Offeror's definitive response to **all** of these requirements.

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

L.10.1 Part 1: Response to Solicitation Requirements

Part 1 shall include the Offeror's response to Paragraphs C.2, C.3, C.4 and each of the subparagraphs. For each paragraph and subparagraph, the Offeror shall restate the entire requirement with its associated paragraph reference and provide its complete response below it.

DESCRIBE HOW THIS REQUIREMENT IS MET: Describe how you propose to meet the requirement. The description should be direct and to the point. This description shall be at a level of detail sufficient to allow the Courts to fully understand how the proposed solution would meet -- or possibly exceed -- the minimum mandatory requirements. **Statements such as "the requirement is fully met" or "the requirement is met as described in the documentation supplied" will not be considered acceptable.** Merely repeating the requirement with a statement that you will meet the requirement is not sufficient, and the proposal may be rejected from further consideration.

L.10.2 Part 2: Response to Installation Requirements

- (a) Section 1: Implementation Plan: The Offeror shall prepare an Implementation Plan which sets forth all of the steps associated with the project, propose realistic dates for each to be

accomplished, and who is to accomplish the task (whether it be the Courts or the Contractor) to meet the required cut over date.

- (b) Section 2: Site Preparation Plan : This plan shall address a description of start-up methods proposed to meet the Courts' requirements, including any Court responsibilities for preparing the premises and facilities for installation of the specified digital and analog facilities and services. The Plan shall identify crucial steps, and the impact to the cut-over date, if schedule slippage should occur. The Offeror shall review the information in Paragraph C.5 and elaborate on each of the Court-listed responsibilities, as it coincides with the Contractor's Implementation Plan. Responsibilities may include steps for the preparation of the site, including what should be made available by the Courts. If the Offeror requires additional steps/tasks which need to be performed by the Courts, these shall be added and detailed.

L.10.3 Part 3: Management and Business Risk

- (a) Section 2: Corporate Experience: The Offeror shall provide at least two references for sites, comparable in size to the Court, at which the services described herein have been provided, installed, and is currently being operated in the Little Rock, Arkansas, area. At a minimum, each reference site description shall include the following information:
- Department name, names of agencies supported.
 - Original contract value and duration, and total value to date of all modifications/follow-ons to the original contract.
 - Technical Point of Contact: name, title, address, and telephone number.
 - Contracting Officer: name, address, and telephone number.
 - Description of the contract effort and the installation date.
- (b) Section 3: Subcontracting: Where subcontractors will be used to meet the requirements, they shall be included as Contractor personnel 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. Provide a description of the subcontractor's experience applicable to the work which will be performed by the subcontractor on this proposal, include information on similar tasks completed by the subcontractor for other clients.

L.11 PROTESTS (JP3 3-210 JAN 2003)

- (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 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 should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- (3) the protest shall include the following information:
- (i) name, address, and fax and telephone numbers of the protester or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: *Jim Benton (501- 604-5302), U. S. District Court 600 W. Capitol Ave., Little Rock, AR 72201.*
- (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.

SECTION M -- EVALUATION FACTORS FOR AWARD

**M.1 CLAUSES INCORPORATED BY REFERENCE (JP3 CLAUSE B-5 OCT 2006
JAN 2003)**

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

JP3 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
2-85A	Evaluation Inclusive of Options	JAN 2003
3-70	Determination of Responsibility	JAN 2003

M.2 SUBMISSION OF INITIAL PROPOSALS

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

M.3 EVALUATION PROCESS - GENERAL

This section describes the processes which will be followed in conducting the evaluations of the cost and technical proposals.

To be technically acceptable, offerors shall comply with all requirements stated in the RFP, including, but not limited to: their schedule shall meet the deadline in section F.2.2 and references shall be similar in size and scope to the U. S. District Court. In addition, if any portion of the contract will be performed by subcontractors, the offeror shall ensure that all subcontractors comply with all requirements in the RFP.

The judiciary intends to award a contract resulting from this solicitation to the lowest priced responsible offeror whose offer meets the judiciary's stated technical requirements.

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

Each proposal shall be initially evaluated for; (1) responsiveness to the solicitation, agreed upon terms and conditions, and (2) the ability to satisfy the requirements of the solicitation. The Courts reserve the right to consider as acceptable only those proposals that are submitted in accordance with all requirements set forth or referenced in this solicitation. Offerors shall demonstrate an understanding of all requirements and a capability to provide the required services. Offerors who are not in full compliance with all requirements herein shall be rejected. The Courts reserve the right to reject proposals that do not address the totality of the solicitation requirements, including the contract terms and conditions.

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

In addition to the information provided in the proposal, the Government may use information obtained elsewhere. Some examples are commercial research material, customer contacts and prior experience with the Offeror. Technical information gathered from customer contacts may be used to substantiate the Offeror's proposal and as evaluated information.

M.4 TECHNICAL EVALUATION

All proposals received will be evaluated under the same procedures. The evaluation of proposals will be accomplished as follows:

- (a) To be considered technically acceptable, offerors shall comply with all requirements stated in the RFP. The Government will evaluate each Offeror's proposal for compliance with the requirements of Paragraphs C.2 through C.4 on an acceptable ("Pass") or unacceptable ("Fail") basis. Each proposal shall address and clearly indicate compliance with all the requirements in Paragraphs C.2 through C.4 (including all subparagraphs), in accordance with the instructions contained in Section L.
- (b) Installation Technical Proposal - The installation technical proposal described in L.10.2 Part 2 will be evaluated to determine compliance with the overall schedule and whether the approach is realistic for the work required.
- (c) Management and Business Risk - will be evaluated to determine whether the prime's references are of similar size and scope to the requirements outlined in Section C. The subcontracting plan will be evaluated to determine whether adequate lines of authority have been established between the prime contractor and any subcontractors. The subcontractors will also be evaluated to determine if work experience is of similar scope to the work requested in Section C

Any offeror failing to comply with all of the requirements of Section C.2 through C.4 shall be deemed technically unacceptable, and shall be dropped from further consideration for contract award. Submissions without the required references will be rejected.

M.5 PRICE EVALUATION

All prices derived from the Offeror's proposal will be evaluated to determine the most advantageous proposal to the Government in terms of the overall evaluated life of the contract. The Government will not include prompt payment discounts in its evaluation. The Government

will arrive at the total, evaluated price by taking the unit price times the quantity and add the resultant totals together from all tables, including option year pricing.

To be considered acceptable under the solicitation, the Offeror must offer:

- a. Fixed prices for the initial contract period for the services being procured;
- b. Fixed prices for each separate option renewal period. Such prices shall remain in effect throughout the period.

M.6 COMPETITIVE RANGE DETERMINATION

While the Government reserves the right to make award on the basis of initial proposals (without discussions), a competitive range may be established. Offerors in the competitive range are those who are determined to have a reasonable chance of being selected for contract award. If an award is not based upon initial proposals, Offerors determined to be within the competitive range may be requested to submit a best and final offer.

M.7 UNREALISTIC PROPOSALS

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

M.8 AWARD SELECTION BASIS

Award will be made to the single, responsible Offeror whose technically acceptable proposal offers the lowest price to the government.

APPENDIX A. PRICING FORMS

FORM A.1 - BASE QUOTE

Table A.1A - Basic Yearly Contract Summary

FORM A.2 - RECURRING PRICES

Table A.2A - Basic Monthly Contract - Year 1 Through Year 5

FORM A.3 - INSTALLATION PRICES

Table A.3A - Installation

FORM A.4 - MOVES, ADDS, OR CHANGES

Table A.4A - Basic Monthly Contract - Year 1 Through Year 5

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

YEAR	PRICE ELEMENT	MONTHLY PRICE	TOTAL
1	YEARLY RECURRING PRICE, FORM A.2A_(From October 1, 2008, through September 30, 2009)	\$	\$
1	TOTAL INSTALLATION PRICE, FORM A.3A	\$	\$
2	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2009, through September 30, 2010)	\$	\$
3	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2010, through September 30, 2011)	\$	\$
4	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2011, through September 30, 2012)	\$	\$
5	YEARLY RECURRING PRICE, FORM A.2A (October 1, 2012, through September 30, 2013)	\$	\$
		<u>\$</u>	

FORM A.2 - RECURRING PRICES
TABLE A.2A - BASIC MONTHLY CONTRACT - YEAR 1 THROUGH YEAR 5
(DATE OF AWARD THROUGH MONTH SIXTY)

CLIN	FACILITY/SERVICE/CHARGE	Quantity	Year 1		Year 2		Year 3		Year 4		Year 5	
			UNIT PRIC E/Mo.	TOTAL								
1001	DIGITAL LINES (U. S. District Court)	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1002	ANALOG LINES (U. S. District Court)	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1003	DIGITAL LINES (8 th Circuit Court of Appeals)	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1004	ANALOG LINES (8 th Circuit Court of Appeals)	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1005	DIGITAL LINES (U. S. Probation and Pretrial Services)	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1006	ANALOG LINES (U. S. Probation and Pretrial Services)	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
MONTHLY RECURRING PRICE			\$		\$		\$		\$		\$	
Monthly Recurring Price X Months in Contract yr. = YEARLY RECURRING PRICE												

FORM A.3 - INSTALLATION PRICES

TABLE A.3A -Installation

CLIN	FACILITY/SERVICE/CHARGE	AMOUNT	UNIT PRICE	TOTAL PRICE
1001	OTHER CHARGES (please itemize)		\$	\$
TOTAL INSTALLATION PRICE (Applies to Year One only)				

FORM A.4 - RECURRING PRICES

TABLE A.4A - MOVES/ADDS/CHANGES - YEARS 1-5

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