

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov .

The prospective Offerors shall submit questions no later than Tuesday, April 12, 2016 by 2:00 p.m. The Courts will not consider any questions received after Tuesday, April 12, 2016 by :00 p.m. Written questions and inquires should be submitted by email to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <http://www.dccourts.gov/internet/system/admin/procurement.jsf> under Solicitations. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

1. ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

The District of Columbia Courts (the Courts) are seeking a single qualified GSA contractor to (i) provide the hardware and software required for a Voice over Internet Protocol (VoIP) Unified Communication solution and (ii) implement an enterprise-wide Voice over Internet Protocol (VoIP) Unified Communication solution. The contractor shall upgrade/replace existing telephony at both campus and satellite office locations. The Courts intend to award a firm-fixed price contract as a result of this solicitation.

B.4 CONTRACT PERIOD

B.4.1 The term of the contract shall not exceed fourteen (14) months from the date of award, of which twelve (12) months are designated for actual custom software development and two (2) month are allocated for final product acceptance. The date of award shall be from the date of the Contracting Officer’s signature.

B.5 PRICE/COST SCHEDULE

Table B.5.1 Base Period – 12 Months

Item #	Item Description	Total Price																						
0001	Hardware, Software, Licenses, Maintenance, and Support (See Attachment A – Bill of Materials)	\$																						
0002	Hardware/Software installation and service cutover at the following Locations: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">410 E Street, NW (Main Communication Mgr.)</td> <td style="width: 20%;">\$</td> </tr> <tr> <td>500 Indiana Ave., NW (Survivable Core)</td> <td>\$</td> </tr> <tr> <td>430 E Street, NW</td> <td>\$</td> </tr> <tr> <td>616 H Street, NW</td> <td>\$</td> </tr> <tr> <td>515 5th Street, NW</td> <td>\$</td> </tr> <tr> <td>510 4th Street, NW</td> <td>\$</td> </tr> <tr> <td>1215 South Capitol Street, NW</td> <td>\$</td> </tr> <tr> <td>2200 MLK Jr. Ave, SE</td> <td>\$</td> </tr> <tr> <td>118 Q Street, NW</td> <td>\$</td> </tr> <tr> <td>6217 Columbia Park Rd., Cheverly, MD</td> <td>\$</td> </tr> <tr> <td>2725 Reed Street, NE</td> <td>\$</td> </tr> </table>	410 E Street, NW (Main Communication Mgr.)	\$	500 Indiana Ave., NW (Survivable Core)	\$	430 E Street, NW	\$	616 H Street, NW	\$	515 5 th Street, NW	\$	510 4 th Street, NW	\$	1215 South Capitol Street, NW	\$	2200 MLK Jr. Ave, SE	\$	118 Q Street, NW	\$	6217 Columbia Park Rd., Cheverly, MD	\$	2725 Reed Street, NE	\$	\$
410 E Street, NW (Main Communication Mgr.)	\$																							
500 Indiana Ave., NW (Survivable Core)	\$																							
430 E Street, NW	\$																							
616 H Street, NW	\$																							
515 5 th Street, NW	\$																							
510 4 th Street, NW	\$																							
1215 South Capitol Street, NW	\$																							
2200 MLK Jr. Ave, SE	\$																							
118 Q Street, NW	\$																							
6217 Columbia Park Rd., Cheverly, MD	\$																							
2725 Reed Street, NE	\$																							
0003	Post-Implementation Training & Support and Cost of Ownership Documentation	\$																						
Total Price		\$ _____																						

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Background

- 1.1 The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals (DCCA), the highest court of the District; the Superior Court of the District of Columbia (DCSC), a trial court with general jurisdiction over virtually all local legal matters; and the Court System (DCCS), which provides administrative support functions for both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will continue into the future.

The Courts' Judiciary Square campus is comprised of six (6) buildings:

- 500 Indiana Avenue N.W. (Moultrie)
- 515 5th St. N.W. (Building A)
- 510 4th St. N.W. (Building B)
- 410 E St. N.W. (Building C)
- 430 E St. N.W. (Building D)
- 616 H St. N.W. (Gallery Place)

DCSC leases two floors in the Gallery Place location, on the 5th and 6th floors. There are also seven satellite offices in the District of Columbia. Five of the seven satellite offices will be included in this solicitation; one satellite office is on a separate system and the other does not have or require land lines at this time.

- 1.2 As currently constructed, the enterprise has IP, digital, and analog handsets in use. The Courts currently use both VoIP (H.323 protocol) and an Avaya TDM-based telephony infrastructure— i.e. a traditional business telephony system. This type of system is limited in its abilities to integrate with email and other messaging technologies; it requires separate cabling from that for the data network; it is more time-consuming and labor-intensive to make changes; and, it can be costly to maintain and expand for growth.
- 1.3 The Courts' six campus buildings are connected via a 10GB ring-topology network in which each building is connected to two other buildings for redundancy; Cisco 45XXs / Cisco 65XXs serve as cores. The access-layer switches inside each campus building are 1GB Cisco 37XXs. The satellite locations are connected via TLS circuits with a shared 100Mbps bandwidth; Moultrie Courthouse serves as the hub.
- 1.4 A VoIP phone system was implemented for Building C in 2012. In 2014, VoIP utilization expanded to buildings A, B, D and a small percentage of users at the Moultrie

Courthouse. **Refer to Appendix 1 for description and As-Built diagram of current telephony infrastructure.**

- 1.5 At this time, the Courts have an immediate need for a qualified contractor to provide the identified hardware and software and the professional services to implement VoIP throughout the Courts' enterprise. The Courts are seeking to reduce the amount of cabling required in the future, decrease the number of switching tiers, better automate, and reduce management overhead.
- 1.6 The Courts wishes to transition from its legacy TDM-based telephony infrastructure to VoIP endpoints using H.323. The goal is to consolidate all existing PBXs into a single backbone with SIP centralized trunking, with a dual data center model and utilize IP endpoints at all locations. **Refer to Appendix 2 for description and Post-Implementation diagram of desired future telephony infrastructure.**
- 1.7 The Courts will work directly with its current telephony service provider to establish SIP trunking connectivity to its campus locations.
- 1.8 The Courts seek to upgrade legacy auxiliary services that work in conjunction with the existing telephony infrastructure. Successful implementation of these auxiliary services will require coordination and collaboration among the product vendors who provide these services, the Courts, and the Contractor selected as a result of this solicitation. Specifically, these auxiliary services/capabilities are:
 - Voicemail;
 - Interactive Voice Response (IVR);
 - Call Management System;
 - Telephonetics (Music on Hold);
 - Communicator NXT Emergency Notification Service;
 - Call Detail Recording (eCAS);
 - Call Center Recording; and
 - Faxing

2. Requirements

2.1 Contractor Qualifications

- 2.1.1 The Contractor shall possess relevant experience with recent projects of similar nature and scope and size pertaining to the design, implementation, and support of VoIP, and/or Unified Communications (UC) systems and technologies. The Contractor shall demonstrate relevant experience in the following areas:
 - Full lifecycle experience with UC systems, i.e. design, implementation, and support;
 - Enterprise dial-plan design and implementation;

- Legacy PBX to VoIP migration;
- UC systems interoperability (e.g., integration with legacy PBX infrastructure, voice messaging systems, etc.);
- Quality of Service (QoS) design and implementation;
- Voice and applicable network-related security;
- Total Cost of Ownership models/estimates; and
- UC system(s) *administration* and *end-user* training.

2.2 **Scope**

2.2.1 The Contractor shall provide the equipment, software, licensing and warranties necessary to implement the VoIP solution. **(Refer to Attachment A for the BoM and Attachment B for Equipment Rack and Sold To Information).**

2.2.2 The scope of this project is to extend VoIP capabilities using H.323 to the following DCSC locations:

Location	Approximate number of IP Phones to be added using the H.323 protocol	Approximate number of already deployed IP Phones using the H.323 protocol
500 Indiana Ave.	1100	127
430 E St., NW	5	123
410 E St., NW	0	220
616 H St., NW	238	0
515 5 th St., NW	23	115
510 4 th St., NW	65	142
1110 V Street, SE	17	0
118 Q St., NE	24	0
6217 Columbia Park Rd, Cheverly, MD	3	0
2725 Reed St., NE/ 920 Rhode Island Ave., NE	53	0
1215 South Capitol St., SW	17	0
<u>TOTALS:</u>	1545	727

2.2.3 The Contractor shall implement a VoIP telephony system that will have one Communication Manager System and a Survivable Core. The Main Communication

Manager will be in the Building C data center with the Survivable Core in the Moultrie data center. Communication Manager will support the required number of media gateways which will be dispersed evenly between the two data centers.

- 2.2.4 The Contractor shall administer station translations and configure and/or install any hardware and/or software required to ensure VoIP can function properly in the stated locations. Installation includes but is not limited to equipment delivery to site locations, equipment racking, cabling, power-up, and VoIP-related software installation.
- 2.2.5 The Contractor shall conduct a network assessment for VoIP readiness, provide QoS configuration requirements, help implement QoS changes, and perform testing to ensure that voice quality and data throughput rates are performing at levels aligned with industry best practices as well as those agreed-upon with the Courts. The QoS document, Network Assessment, and Unified Dial Plan documents shall be provided to the Courts' project manager.
- 2.2.6 The Contractor shall implement a VoIP telephony system that allows for a single point of administration and maintenance across the enterprise; said system shall maintain a single dial-plan for all users.
- 2.2.7 The new SIP-based Avaya Aura architecture shall be virtualized, service-oriented, scaled-out, and converged to reduce management overhead. A two-phased migration approach is anticipated. (However, alternatives may be proposed.)
 - 2.2.7.1 Phase 1 is expected to primarily target the deployment of servers, applications, and gateways in the main sites and in the branch location, appropriate/necessary system refreshes/updates for existing hardware, and the deployment of a true geo-redundant Core for survivability.
 - 2.2.7.2 Phase 2 is expected to focus on the migration of users from the legacy TDM systems onto the new Core. When end-users migrate to the new SIP-based Core, the DIDs will migrate from the existing ISDN PRIs to SIP PSTN. All services and features shall be migrated to the new VoIP system.
 - 2.2.7.3 The Contractor shall decommission any Avaya infrastructure/equipment items that will not be in use after implementation of the new VoIP system. The Contractor shall work jointly with the Courts to recycle, destruction, or trade-in processes for legacy Avaya equipment.
- 2.2.8 The Contractor shall implement a VoIP telephony system that utilizes Secure Access Link (SAL) technology for remote support at all sites.
- 2.2.9 The Contractor shall ensure that existing Emergency Notification System capabilities are still functional after implementation of the VoIP telephony system.

- 2.2.10 The Contractor shall place each handset and/or test each station for dial tone and verify station number on the date of cut-over. The Contractor shall also ensure that all personal directories/contacts are transferred to any new handset or still on an existing handset connected to the new system.
- 2.2.11 The Contractor shall provide and maintain technical resources qualified to support not only the successful implementation of the VoIP systems proper, but also facilitate the integration of the newly upgraded auxiliary services to the items listed in Section 1.8.
- 2.2.12 The Contractor shall assess and document for the Courts the total cost of ownership (TCO) of the new VoIP/telephony system. The TCO shall span a minimum period of five years. The Contractor shall also assess and document for the Courts the current/baseline TCO of the existing telephony system.
- 2.2.12.1 The Contractor shall outline in the TCO for the new VoIP/telephony system the assumed maintenance plan(s).
- 2.2.13 The Contractor shall provide ten (10) days of on-site end-user training and four (4) days of system administration training. **This training shall be specific to the Courts' VoIP and telephony environment.** It shall be at the Courts' discretion whether any of the training days will be consecutive. Up to 40 persons shall be able to attend each end-user training session. The contractor shall also provide on-site post-implementation support for the larger and/or more complex site deployments.
- 2.2.14 The Contractor shall provide a Program/Project Manager (fully dedicated to this project and available to be onsite when requested/needed) who will be accountable for successful solution delivery. See Section 2.3 for Program Management details.
- 2.3 Program Management
- 2.3.1 Program management services include all work associated with the initiating, planning, executing, monitoring and controlling, and closing of work associated with this project. The Courts recognize that Program Management Services are an essential component for successful contract management and ongoing Courts/Contractor relationship satisfaction. The Courts require a relationship with Contractor based on the following key aspects:
- Mutual trust and respect;
 - Clear, purposeful communications;
 - Deliberate project execution based on an approved project plan; and
 - Well-defined roles and responsibilities.
- 2.3.2 The Contractor program management team shall work with the Courts' team to achieve a number of contractual project goals and objectives, including:

- Ensuring the Courts' performance standards are met;
- Ensuring project is executed within scope, schedule, cost and quality constraints; and
- Identifying opportunities for the Courts to become self-sufficient in supporting the proposed new technology.

2.3.3 The Courts' approved formal procedural, reporting, and communication processes and structures will be established and maintained in order to manage the services being provided by the Contractor in an efficient and effective manner. They will be documented and maintained by the Contractor, as approved by the Courts, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

2.3.4 The Contractor and the Courts will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of Contractor's performance. These may include technical, financial, and Service Level Agreements (SLA) reviews as well as the resolution of any other issues that may arise. These reporting schedules will be documented and maintained by Contractor accessible to the Courts' management team. A regular meeting schedule will be required for the different reporting levels established. In addition to the processes and procedures as described herein, the Contractor must provide processes and procedures acceptable to the Courts that can be used to manage day-to-day relationship processes and shall include:

- Project Status;
- Outstanding issues and tasks;
- Performance reporting;
- Dispute resolution;
- Change requests;
- New business requests; and
- Risk management.

2.3.5 The Contractor shall be responsible for maintaining full, open communications and contact with the Courts throughout the entire project from initiation through project closeout. The Contractor shall provide weekly status reports as well as in writing as well as verbally in a combination of face-to-face meetings and conference calls with the Courts' project manager. The status report shall contain project status, schedule, tasks completed for the week, outstanding tasks, tasks scheduled for the coming two weeks, issues, delays, potential risks. The Contractor shall be responsible for capturing, reviewing, and sharing the meeting minutes with the Courts within one business-day of the meeting/call.

2.3.6 The Contractor shall conduct a project initiation/kick-off with the Courts' project team. The objective of this is to clearly outline the steps, personnel, deliverables and expectations of the project as defined in the Statement of Work. In the event of a critical issue during project execution the Contractor agrees to work with the Courts' project

manager. All contract change issues as it relates to the services provided in this project shall follow the Courts change management process.

2.3.7 The Contractor shall develop a Program Management Package, which shall address, at a minimum, the following program areas:

- Soft copy of Project Schedule using Microsoft Project, including a Complete Work Breakdown Structure (WBS) of all tasks for the project including assigned parties, anticipated start and completion dates and notes of clarification (if applicable) for each WBS element. The schedule must be baselined for future reference of planned vs. actuals for dates.
- Communications Management Plan identifying methods of communications, delivery and response guidelines, escalations, and points of contact for project authorities.
- Resource Management/Staffing Plan identifying required resources from both the Courts and from the Contractor.
- Quality Management Plan identifying the Contractors metrics for providing quality service and materials delivery.
- Risk Management Plan identifying procedures for addressing risks throughout the project lifecycle.

2.3.8 The Contractor shall update the Program Management Package items on at least weekly basis, in alignment with the regularly scheduled project meetings.

2.3.9 The Contractor shall **not** change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract. Replacement project staff shall be furnished within ten business-days.

2.3.9.1 The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

2.3.9.2 The Courts may conduct reference checks—and will conduct background checks—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

2.3.9.3 Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

3. Deliverables

- 3.1 Program Management Package (Refer to Section 2.3.7) – **Due within thirty (30) days of the Contract Award/Notice to Proceed (NTP)**
- 3.2 Accurate Network Assessment, QoS Configuration, and Unified Dial Plan Documents (Accurate as of full project implementation.)
- 3.3 Hardware, Software, Licenses, Maintenance, and Support (**Refer to Attachment A**)
- 3.4 Hardware, Software, and Licenses installation and configuration at all sites
- 3.5 Service cut-over at all sites
- 3.6 Post-implementation Training and Support
- 3.7 Total Cost of Ownership Documentation (Refer to Section 2.2.12)

4. Schedule

- 4.1 The contractor shall implement VoIP within twelve (12) months of the date of award. The date of award shall be the date the Contracting Officer signs the contract document or issues a notice to proceed (NTP).

SECTION D - PACKAGING AND MARKING

(Not applicable to this procurement)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- (a) “Services” as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 Inspection of Supplies

- (a) “Supplies,” as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor’s failure to

cure within ten (10) days after date of notification, the Courts may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Courts covering supplies under this contract and shall tender to the Courts for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Courts during contract performance and for as long afterwards as the contract requires. The Courts may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Courts will perform inspections and tests in a manner that will not unduly delay the work. The Courts assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Courts performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Courts will bear the expense of Courts inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Courts has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Courts may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Courts may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Courts quality assurance at source, and if requested by the Courts, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Courts inspection.

(j) The Courts request shall specify the period and method of the advance notification and the Courts representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Courts representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Courts will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Courts failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Courts, for non-conforming supplies.

(l) Inspections and tests by the Courts do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Courts, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to

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repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Courts will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

END OF CLAUSE

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

The term of the contract shall be twelve (12) months from date of award of the contract.

F.2 Option To Extend The Term Of The Contract

F.2.1 Not applicable.

F.3 Deliverables (See Section C 3. Deliverables):

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 the deliverables specified below within the designated and/or agreed upon time frames:

- 3.1 Program Management Package (Refer to Section C 2.3.7) – **Due within thirty (30) days of the Contract Award/Notice to Proceed (NTP)**
- 3.2 Accurate Network Assessment, QoS Configuration, and Unified Dial Plan Documents (Accurate as of full project implementation.)
- 3.3 Hardware, Software, Licenses, Maintenance, and Support (**Refer to Attachment A**)
- 3.4 Hardware, Software, and Licenses installation and configuration at all sites
- 3.5 Service cut-over at all sites
- 3.6 Post-implementation Training and Support
- 3.7 Total Cost of Ownership Documentation (Refer to Section C 2.2.12)

END OF CLAUSE

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

G.1.1 The Contractor shall be compensated in the following manner: Contractor shall submit to the Contracting Officer's Technical Representative a breakdown of all services performed for review. The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The Courts will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.6. The Contractor shall prepare and submit invoices to:

Branch Chief
Financial Operations Branch
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3 To constitute a proper invoice, the Contractor's invoice shall include the following information on the invoice:

- a. Name and address of the Contractor, Federal ID and invoice date and number;
- b. The contract number and Contract Order number;
- c. Description, , price, quantity, and the date(s) that the supplies or services were delivered or performed;
- d. Date the services or supplies were rendered;
- e. Other supporting documentation or information, as required by the Contracting Officer;
- f. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- g. Name, title, phone number of person preparing the invoice;
- h. Name, title, phone number and mailing address of person (if different from the person identified in g above) to be notified in the event of a defective invoice; and
- i. Authorized signature.

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G.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.5 In addition, the Contractor shall complete **Attachment J.2 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.6 Payment

G.6.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **Contracting Officer's Technical Representative**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.6.2 Payment Schedule

Item #	Deliverable	% of Payment	Comments
1	Hardware, Software, Licenses, Maintenance, and Support (See Section C 3.3 above)	100	Upon complete/accurate delivery of ALL Hardware (and related software- Attachment A) BoM items to the Courts' storage facility.
2	Hardware/Software installation and service cutover at 410 E St., NW (Main Communication Mgr.)	25%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)
3	Hardware/Software installation and service cutover at 500 Indiana Ave., NW (Survivable Core)	30%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)

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 VoIP Enterprise Deployment

Item #	Deliverable	% of Payment	Comments
4	Hardware/Software installation and service cutover at 430 E St., NW	10%	<p>Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2.</p> <p>(Excludes Post Implementation Training & Support, which is listed as a separate item.)</p>
5	Hardware/Software installation and service cutover at 616 H St., NW	10%	<p>Percentage of total Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2.</p> <p>(Excludes Post Implementation Training & Support, which is listed as a separate item.)</p>
6	Hardware/Software installation and service cutover at 515 5th St., NW	10%	<p>Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2.</p> <p>(Excludes Post Implementation Training & Support, which is listed as a separate item.)</p>
7	Hardware/Software installation and service cutover at 510 4 th St., NW	10%	<p>Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2.</p> <p>(Excludes Post Implementation Training & Support, which is listed as a separate item.)</p>
8	Hardware/Software installation and service Cutover at 1215 South Capitol St., SW	1%	<p>Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2.</p> <p>(Excludes Post Implementation Training & Support, which is listed as a separate item.)</p>

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VoIP Enterprise Deployment

Item #	Deliverable	% of Payment	Comments
9	Hardware/Software installation and service cutover at 2200 MLK Jr. Ave., SE	1%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)
10	Hardware/Software installation and service cutover at 118 Q St., NW	1%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)
11	Hardware/Software installation and service cutover at 6217 Columbia Park Rd, Cheverly, MD	1%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)
12	Hardware/Software installation and service cutover at 2725 Reed St., NE	1%	Percentage of total professional services, upon complete/accurate delivery for Hardware/Software installation and service cutover. Refer to Section C 2.2. (Excludes Post Implementation Training & Support, which is listed as a separate item.)
13	Post-Implementation Training & Support	100%	Upon complete/accurate delivery of Post-Implementation Training & Support
	Total Cost of Ownership Documentation		Upon complete/accurate delivery of documentation

G.7 Contracting Officer (CO)

G.7.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:

**Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

G.8 Authorized Changes by the Contracting Officer

- G.8.1 The Co is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 Contracting Officer's Technical Representative (COTR)

- G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.
- G.9.2 The address and telephone number of the COTR is:

Clide Cork, Jr.
Project Manager, Infrastructure
Information & Technology
410 E Street, NW, Suite 3900A
Washington, DC 20001
Telephone Number: 202-879-0037
Email: Clide.Cork@dcsc.gov

G.10 Authorized Representative of the Contracting Officer.

G.10.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.10.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

G.11 Audits

G.11.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for the overpayment within thirty (30) days after written notification.

END OF CLAUSE

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 Disclosure of Information

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Security Requirements

H.3.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.4 Courts' Responsibilities

H.4.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.4.2 The Courts' staff will provide the necessary level of access to the Courts' systems and locations.

H.5 **Contractor Project Staff**

H.5.1 The Contractor **shall not** change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.3)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

H.6 **News Release by Vendors**

H.6.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

END OF CLAUSE

PART II

SECTION I - CONTRACT CLAUSES

I.1 **Reserved**

I.2 **Contracts that Cross Fiscal Years**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 **Confidentiality of Information**

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.

I.4 **Time**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 **Rights In Data**

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;

- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-16-RP-0037 with _____; and
(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Other Contractors

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

I.7 Subcontracts

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the

Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.8 Reserved

I.9 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. The link of the Procurement Guidelines of the District of Columbia Courts is http://www.dccourts.gov/internet/documents/CourtsProcurementGuidelines_Revised2011-03-21.pdf

I.10 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.11 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.12 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.13 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.14 Insurance

I.14.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.14.1.1 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.14.1.2 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.

I.14.1.3 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

I.14.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.14.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.14.4 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.14.5 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.14.6 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Maribel Torres
Senior Contract Specialist
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

I.14.7 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.15 **Cancellation Ceiling**

I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after the current fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.16 Order of Precedence

I.16.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.17 Continuity of Services

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.18 Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

END OF CLAUSE

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Past Performance Evaluation Form (2 Pages)**
- J.2 District of Columbia Courts Release of Claims (2 Pages)**

Appendix 1 – Description of As-Built Telephony Infrastructure (2 Pages)

Appendix 2 – Description of Desired Future Telephony Infrastructure (2 Pages)

Appendix 3 – Acronyms (1 Page)

Attachment A – Bill of Materials:

Attachment A.1 – Equipment List (by Location) (6 Pages)

Attachment A.2 - Call Center Reporting Upgrade (1 Page)

Attachment A.3 - Conferencing Upgrade (1 Page)

Attachment A.4 - Messaging System Upgrade (1 Page)

Attachment A.5 - IVR Upgrade (1 Page)

Attachment B – Equipment-Rack Diagrams and Sold To Information (4 Pages)

PART IV

REPRESENTATIONS AND INSTRUCTIONS

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

(Not applicable to this procurement)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Form, Organization and Content

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Volume I - Technical Proposal" and "Volume II - Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-16-RP-0037

Caption: VoIP Enterprise Deployment

Proposal Due Date & Time: Friday, April 29, 2016, 2:00 p.m., EST

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00 PM, Friday, April 29, 2016**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 Questions and Explanation to Prospective Offerors

L.4.1 Questions concerning this Request for Proposals must be directed by e-mail to:

Maribel Torres, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, DC 20001
Email address: maribel.torres@dcsc.gov
Telephone: 202-879-5514

L.4.2 Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than Tuesday, April 12, 2016 by 2:00 p.m. Request shall be directed to Maribel Torres, Senior Contract Specialist at maribel.torres@dcsc.gov. The prospective Offeror shall submit questions no later than Tuesday, April 12, 2016 by 2:00 p.m. The Courts will not consider any questions received after Tuesday, April 12, 2016 by 2:00 p.m. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any prospective offerors. The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <http://www.dccourts.gov/internet/system/admin/procurement.jsf> under Solicitations. Oral explanations or instructions given Courts officials before the award of the contract will not be binding.

L.5 Failure to Submit Offers

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified on section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 Restriction on Disclosure and Use of Data

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts' needs in the procurement process. This restriction does not limit the Courts' rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 Proposals with Option Years

N/A

L.8 Proposal Protests

L.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

**Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the protester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

L.9 Signing of Offers

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 Retention of Proposals

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.12 Proposal Costs

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.13 Acknowledgment of Amendments

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment with their proposal; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 Best and Final Offers

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.16 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.16.1 Offerors submitting their proposals by Mail must mail their proposals to the following address:

**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Maribel Torres, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001
maribel.torres@dcsc.gov**

L.16.2 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:

**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Maribel Torres, Senior Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001**

L.17 **Volume I -Technical Proposal and Volume II - Price Proposal Format and Content**

L.17.1 Volume I - **Technical Proposal** shall be comprised of the following tabs:

Tab	Section
A	General Information
B	Technical Approach and Methodology
C	Engagement Team Qualifications
D	Past Performance/References

L. 17.1.1 **Volume 1 - Tab A – General Information**

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror's contact person.

5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

L.17.1.2 **Volume I - Tab B - Technical Approach and Methodology**

The technical approach shall be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation.

- a. The Offeror shall describe in detail its approach and methodology for delivering **ALL** services specified in Sections C 2.2 and C 2.3 of this solicitation in their entirety.
- b. An estimated schedule shall be provided, detailing the proposed sequencing and timing of the work. Estimated start and finish dates of all major tasks must be clear. (Please note that the Courts do not currently have SIP trunking in place with its telephony service provider, and that procurement/construction for telephony services will be done in parallel with this UC implementation. A phased implementation approach is anticipated. Refer to Section C 2.2)

L.17.1.3 **Volume I - Tab C – Engagement Team Qualifications**

The Courts shall evaluate the experience of the Offeror and its designated key personnel, including the subject matter expert or project manager guiding the project. This evaluation shall include the relevance of the experience to the work to be performed under the requirements in this solicitation in its entirety.

- a. Program Management processes and best practices from Offeror's experiences that will be employed for this project. Describe the proposed Program Management staff resumes, qualifications, and certifications. (Refer to Section C 2.3.)
 - i. Program Manager – experience managing large projects and certifications
 - ii. Project managers – experience and certifications of all project managers proposed for this engagement

- b. The Technical and Engineering key personnel the Offeror is proposing for this effort and staff resumes. Elaborate on their roles and the level of experience they have with projects of similar size and scope. (Refer to Section C 2.1.)
 - i. Technical and Engineering staff – experience and certifications of all engineering and technical staff that is proposed for this engagement

L.17.1.4 **Volume I - Tab D – Past Performance/References**

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

The Contractor shall demonstrate relevant experience, supported by three (3) references, with recent projects of similar nature pertaining to the design, implementation, and support of VoIP, and/or Unified Communications (UC) systems and technologies. References shall include information about previously-performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract providing the following:

- a. VoIP UC system implementation using SIP-trunking;
- b. Enterprise dial plan design and implementation;
- c. Legacy PBX to VoIP migrations;
- d. UC systems interoperability (e.g., integration auxiliary telephony services such as voice messaging systems, faxing, IVR, call recording, etc.);
- e. Quality of Service (QoS) design and implementation;
- f. Voice and applicable network-related security;
- g. Total Cost of Ownership models/estimates; and
- h. UC system(s) administration and end-user training.

In addition, the Offeror must submit with his/her proposal three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.1) and shall address client's satisfaction with Offeror's performance and deliverables on**

similar services.

Past Performance Evaluation Form (Attachment J.1) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.8 **Volume II – Price Proposal** shall be comprised of the following tabs:

Tab	Section
A	Price
B	Certification Forms
C	Other Considerations

L.18.1 **Volume II – Tab A - Price**

L.18.1.1 The price information must be submitted using the format provided in **Section B.5 Price/Cost Schedule and Attachment A – Bill of Materials** of this RFP.

L.18.2 **Volume II - Tab B – Certification Information**

L.18.2.1 Offerors shall complete and return with their proposal the first and second pages of the solicitation, signed Amendments and a copy of the Offeror’s GSA Schedule including pricing list.

L.18.3 **Volume II - Tab C - Disclosure**

L.18.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.18.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.18.3.3 A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

L.19 Acceptance Period

L.19.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it's a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

END OF CLAUSE

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

M.2.1 Technical Approach and Methodology (Refer to Section L.19.1.2) 0-40 points

M.2.1.1 The technical approach shall be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation.

- a. The Offeror shall describe in detail its approach and methodology for delivering **ALL** services specified in Sections C 2.2 and C 2.3 of this solicitation in their entirety.
- b. An estimated schedule shall be provided, detailing the proposed sequencing and timing of the work. Estimated start and finish dates of all major tasks must be clear. (Please note that the Courts do not currently have SIP trunking in place with its telephony service provider, and that procurement/construction for telephony services will be done in parallel with this UC implementation. A phased implementation approach is anticipated. Refer to Section C 2.2)

M.2.2 Engagement Team Qualifications 0-35 points

M.2.2.1 The Courts shall evaluate the experience of the Offeror and its designated key personnel, including the subject matter expert or project manager guiding the project. This evaluation shall include the relevance of the experience to the work to be performed under the requirements in this solicitation in its entirety.

- a. Program Management processes and best practices from Offeror's experiences that will be employed for this project. Describe the proposed Program Management staff resumes, qualifications, and certifications. (Refer to Section C 2.3.)

- i. Program Manager – experience managing large projects and certifications
 - ii. Project managers – experience and certifications of all project managers proposed for this engagement
- b. The Technical and Engineering key personnel the Offeror is proposing for this effort and staff resumes. Elaborate on their roles and the level of experience they have with projects of similar size and scope. (Refer to Section C 2.1.)
 - i. Technical and Engineering staff – experience and certifications of all engineering and technical staff that is proposed for this engagement

M.2.3 Past Performance/References

0-10 points

M.2.3.1 The Contractor shall demonstrate relevant experience, supported by three (3) references, with recent projects of similar nature pertaining to the design, implementation, and support of VoIP, and/or Unified Communications (UC) systems and technologies. References shall include information about previously-performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract providing the following:

- a. VoIP UC system implementation using SIP-trunking;
- b. Enterprise dial plan design and implementation;
- c. Legacy PBX to VoIP migrations;
- d. UC systems interoperability (e.g., integration auxiliary telephony services such as voice messaging systems, faxing, IVR, call recording, etc.);
- e. Quality of Service (QoS) design and implementation;
- f. Voice and applicable network-related security;
- g. Total Cost of Ownership models/estimates; and
- h. UC system(s) administration and end-user training.

In addition, the Offeror must submit with his/her proposal three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be**

submitted on the Past Performance Evaluation Form (Attachment J.1) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.

Past Performance Evaluation Form (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

M2.4 Price

0-15 points

M.2.4.1 The price evaluation will be objective. The Offeror with the lowest cost/price will receive the maximum points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated cost/price score.

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.2.5 Total Points (100 Points Maximum)

M.3 *Note: Offerors within the competitive range may be asked to present their proposals in-person with a five (5) business-day advance notice. Contractors will be allotted a two-hour window to provide an overview or their proposed solution to discuss the technical aspects of the proposal. The Offerors shall discuss and demonstrate, at a minimum, all items in which the Courts have expressed an interest. The demonstration will be evaluated as part of the Technical Criteria with original evaluation scores adjusted accordingly. As a note, the Courts reserve the right to change the format of the demonstrations with prior notification to the Offerors.*

M.4 Prospective Contractor's Responsibility

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.4.1.3 A satisfactory record of performance;

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.4.1.5 Compliance with the applicable Courts licensing, tax laws, and regulations;

M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

END OF CLAUSE