

DISTRICT OF COLUMBIA COURTS SOLICITATION, OFFER AND AWARD FOR SUPPLIES OR SERVICES

ISSUED BY:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
616 H Street, N.W., Room 622
Washington DC 20001

DATE ISSUED: 2-14-2013

OPENING DATE:

OPENING TIME:

SOLICITATION NUMBER: DCSC-13-RP-0010

CLOSING DATE: 3-18-2013

CLOSING TIME: 2:00 PM

OFFER/BID FOR: Remote Site Managed Hosting and Network Services

MARKET TYPE: FEDERAL SUPPLY SCHEDULE

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations "Offer" and "Offeror" mean "Bid" and "Bidder." "Proposal" means "Offer."

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.	
<p style="text-align: center;">OFFEROR</p> <p>(Type or Print)</p> <p>Street: City, State: Zip Code:</p> <p>Area Code and Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <hr/> <p>Signature _____ Date: _____</p> <p style="text-align: center;">(Seal)</p> <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>

AWARD (To be completed by the District of Columbia Courts)

<p>CONTRACT NO. _____</p> <p>ACCEPTED AS TO THE FOLLOWING ITEMS:</p> <hr/>	<p>AWARD AMOUNT \$ _____</p> <p style="text-align: center;">DISTRICT OF COLUMBIA COURTS</p> <p style="text-align: center;">BY: _____</p> <p style="text-align: center;">CONTRACTING OFFICER</p>
<p>CONTRACT PERIOD: _____</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">AWARD DATE</p>

PART I - THE SCHEDULE

**A.1 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS
(MAR 2010)**

(a) 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
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NOTE: Offeror may acknowledge addendum here or on addendum or both.

A.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2010)

(a) Each signature on the offer is considered to be a certification by the signatory that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

**TASK ORDER REQUEST FOR REMOTE SITE
MANAGED HOSTING AND NETWORK SERVICES**

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The District of Columbia Courts (the Courts), Procurement and Contracts Branch, on behalf of the Information Technology Division are seeking a Federal Supply Schedule (FSS) contractor to provide Remote Site Managed Hosting and Network Services to support the Courts’ mission-critical information systems.
- B.2** The Courts contemplates award of a firm-fixed-price contract as a result of this solicitation.
- B.3** All companies submitting proposals in reference to this solicitation shall include a copy of its current FSS contract(s). Please Note: All products and services must be covered under the FSS.
- B.4** Base Period will be five (5) years.
- B.5 PRICE SCHEDULE**

Base Period (Five Years)

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

B.5.1 PRICE SCHEDULE

Option Year I

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

B.5.2 Option Year 2

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

B.5.3 Option Year 3

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

B.5.4 Option Year 4

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

B.5.5 Option Year 5

CLIN No.	Description	Quantity	Unit Cost	Total Cost
0001	Rack #1 (Refer to Section C.3.2)			
0002	Rack #2 (Refer to Section C.3.2)			
0003	Rack #3 (Refer to Section C.3.2)			
0004	Rack #4 (Refer to Section C.3.2)			
0005	Hot-site Workspace (Refer to Section C.3.3)			
0006	Communication Requirements – Dark Fiber Connectivity (Refer to Section C.3.4)			
0007	Communication Requirements –Internet Connectivity (Refer to Section C.3.4)			
			TOTAL:	

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 SCOPE**

C.1.1 The Courts, Administrative Services Division, Procurement and Contracts Branch, on behalf of the IT Division are seeking a FSS Contractor to provide Remote Site Managed Hosting and Network Services.

C.1.2 The following requirements shall be addressed in any proposal submitted in response to this solicitation:

C.1.2.1 Facility standards;

C.1.2.2 Rack requirements;

C.1.2.3 Hot-site workspace;

C.1.2.4 Communication requirements.

C.2 BACKGROUND

C.2.1 The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals, the highest court of the District; the Superior Court of the District of Columbia, a trial court with general jurisdiction over virtually all local legal matters; and, the Court System, 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.

C.2.2 The Courts' Judiciary Square campus is comprised of six (6) buildings:

C.2.2.1 500 Indiana Avenue N.W. (known as the Moultrie Courthouse)

C.2.2.2 515 5th St. N.W. (known as the Building A)

C.2.2.3 510 4th St. N.W. (known as the Building B)

C.2.2.4 410 E St. N.W. (known as the Building C)

C.2.2.5 430 E St. N.W. (known as the Building D)

C.2.2.6 616 H St. N.W. (known as the Gallery Place building)

C.2.3 The six sites above are connected in a ring topology via dedicated dark-fiber. There are also seven satellite offices, which are connected to Moultrie Courthouse via TLS circuits.

C.2.4 The Courts currently have Remote Site Managed Hosting and Network Services accessed via dedicated dark-fiber connectivity from Building B to the incumbent's facilities.

C.2.5 As a result of this solicitation, the Courts' Remote Site Managed Hosting and Network Services shall be accessed via dedicated dark-fiber connectivity from the Moultrie Courthouse to the Contractor's facilities.

C.2.5 One of the Courts' main uses for the Remote Site Managed Hosting and Network Services will be for IT Disaster Recovery (DR) purposes, i.e. the facility will serve as a DR site.

C.3 REQUIREMENTS

This solicitation describes the minimum mandatory requirements to meet the Courts' Remote Site Managed Hosting and Network Services needs. They include various facility attributes, communications resources, and operational services.

C.3.1 Facility Requirements

A. Site Infrastructure Certifications (Attachment A) (MANDATORY)

The DR site shall be equipped to meet the mandatory specifications set forth below for site security, power resiliency, environmental resiliency, and lightning protection. In view of the mission critical nature of the services to be provided to the Courts and to assure each Offeror's ongoing compliance with these mandatory specifications, each proposal shall contain:

- i. A fully compliant, independent engineering certification, attached hereto as Attachment A, signed and sworn under penalty of perjury by a registered professional engineer or architect. An Offeror's commitment to meet these mandatory requirements will be considered ambiguous if its proposal does not contain this fully compliant certification. Failure to submit fully compliant certification will be deemed grounds for a determination of non-responsiveness and cause the proposal to be rejected without further review.
- ii. Evidence that the proposed DR site has achieved design certification from the Uptime Institute at Tier III and is so listed on the Uptime Institute's list of Tier certified facilities.
- iii. An unqualified Statement on Standards for Attestation Engagements (SSAE) 16 Type II audit opinion dated within 24 months with their submission that specifically pertains to the facility or facilities proposed by the vendor to support the services required by this Request for Proposal (RFP). SSAE 16 Type II audits which apply to home office locations or other company locations are unacceptable and will be rejected as non-responsive.

The SSAE 16 Type II must have been performed by an independent certified public accountant (CPA) or firm. The CPA must be a member in good standing of the American Institute of Certified Public Accountants and must be properly licensed by their state CPA society at the time of issuance of the SSAE 16 Type II report.

The Type II audit shall include the service auditor's opinion on:

- a. the fairness of the presentation of the service organization's description of controls that had been placed in operation;
- b. the suitability of the design of the controls to achieve the specified control objectives; and
- c. whether the specific controls were operating effectively during the period under review.

Failure to provide ALL of the items above will result in the bidder's proposal being eliminated from consideration for award.

B. Site Security

In view of the Courts' mission critical functions in the event of a disaster at its main data center on the Judiciary Square campus, the Courts' requires that the DR site meet Federal and industry standards for site security and occupant safety. The following are mandatory requirements, compliance with which must be certified on Attachment A:

- i. The Offeror shall have exclusive control over any vehicular access within 100 feet of the DR Site. There must be a vehicular perimeter barrier with a gate system that is controlled exclusively by the contractor 24 hours per day, 365 days per year. There shall be no uncontrolled vehicular access, or access controlled by others, within one hundred (100) feet of the closest wall of the building in which the DR site is proposed to be located.
- ii. Facilities with underground parking or parking anywhere inside a building in which the DR site is proposed to be housed are unacceptable.
- iii. Access to the DR site shall be restricted by manned or biometrically supported access control systems that identify individuals, authenticate identities, validate access authorizations, and maintain audit trails. The Courts will provide a list of individuals authorized to access the facility.
- iv. Any facility proposed for the DR site must be a minimum of 30 miles and a maximum of 60 miles from the Courts' Judiciary Square campus. The Moultrie Courthouse address can be used as a point of reference: 500 Indiana Avenue NW, Washington, DC 20001.
- v. Any facility proposed for the DR site must meet GSA's Interagency Security Committee design requirements for blast resistance per the Interagency Security Committee Level C standards, or higher.
- vi. The Offeror's site shall provide adequate facility security including features such as 24 hours a day video security monitoring of the facility. Access into DR site shall be restricted to facility customers and verified with a combination of ID check. Access to the Courts' equipment shall be further restricted to the Courts' authorized individuals.
- vii. Designated Authorized Courts individuals shall have access to the facility 24 hours a day and 365 days a year.

C. Power Requirements

- i. In order to avoid temporary loss of functionality during power outages, surges, brownouts and the like, the DR site must be supplied with clean conditioned power from Uninterruptible Power Systems (“UPS”) installed in an N+1 or better configuration. The UPSs must be rated to supply at least ten (10) minutes of power, at full load. Flywheel UPS systems or configurations which do not supply a minimum of 10 minutes of battery power at full load are unacceptable. The UPS’s must be fed by fully redundant transformers on the input side and provide for fully redundant transformers and power paths on the output side.
- ii. In order to avoid prolonged loss of functionality if an actual electrical outage occurs, the DR site must be supported by either (i) feeds from two independent utility companies or (ii) a backup power source consisting of an engine generator plant provisioned at N+1 (N=3) or higher equipped with automatic transfer switches and connected to on-site fuel supplies of sufficient quantity to power the DR site and all site lighting, security, fire detection, access control and environmental systems for a minimum of seven (7) days, without refueling.

D. Environmental Requirements

In order to assure continuity of technology services during periods when primary environmental control is compromised due to scheduled maintenance or equipment malfunction, the DR site shall be served by computer room air conditioning (“CRAC”) units provisioned in an N+1 configuration or better. The maximum value of “N” is 4.

E. Lightning Protection Requirements

In order to reduce the possibility of service disruption due to a lightning strike, the DR site shall be equipped with lightning protection systems meeting the requirements of Underwriters Laboratories or other nationally recognized testing company and shall be so labeled.

C.3.2 Rack Requirements

The Offeror shall provide four (4) equipment racks equipped in the configuration described below.

Offerors’ proposals shall include all “one-time” detailed plans, including schedules and costs, for (i) moving the Courts’ existing DR site equipment from the incumbent provider, (ii) any initial rack, power strip and KVM provisioning and (iii) all power provisioning expenses for the specified equipment.

See Attachment B for list of equipment.

A. Rack #1

Full 47 "U" Rack

A and B sides must have 100% UPS support never to exceed 50% of service value

Power shall be delivered via redundant feeds. Power requirements shall be determined by Offeror based upon the information provided in Attachment B.

Remote power control strips, addressable at the plug level

1000/10000 Internet Connection

Basic Monitoring

5 IP Addresses

1 Mbps Internet Bandwidth

B. Rack #2

Full 47 "U" Rack

A and B sides must have 100% UPS support never to exceed 50% of service value

Power shall be delivered via redundant feeds. Power requirements shall be determined by Offeror based upon the information provided in Attachment B.

Remote power control strips, addressable at the plug level

1000/10000 Internet Connection

Basic Monitoring

5 IP Addresses

C. Rack #3

Full 47 "U" Rack

A and B sides must have 100% UPS support never to exceed 50% of service value

Power shall be delivered via redundant feeds. Power requirements shall be determined by Offeror based upon the information provided in Attachment B.

Remote power control strips, addressable at the plug level

1000/10000 Internet Connection

Basic Monitoring

5 IP Addresses

D. Rack #4

Full 47 "U" Rack

A and B sides must have 100% UPS support never to exceed 50% of service value

QTY = 2: 208V/30Amp Single Phase Circuit, Delivered via Redundant Feeds

Remote power control strips, addressable at the plug level

1000/10000 Internet Connection

Basic Monitoring

5 IP Addresses

C.3.2.2 The vendor shall specify the oversubscription and prioritization policy. For example, how many customers does the Contractor assign to a single workspace and what is the prioritize policy for when multiple customers declare a disaster.

C.3.3 Hot-site Workspace

C.3.3.1 The Offeror shall provide five (5) acoustical workspaces with the following:

A. Functionality/Equipment

- Each workspace must have a minimum 54-inch work surface
- Each workspace must have a minimum of three (3) Locking Drawers
- Each workspace must have a minimum of one (1) Digital VoIP 24-Button digital display set with speaker capabilities (Remote and Local Access to voice-mail required)
- Each workspace must have a minimum of one (1) fully functional Desktop PC running the latest Microsoft Windows desktop operating system
- Total of four (4) Fax Machines
- One (1) printer with minimum 24PPM printing capability and 3,000 sheet total capacity
- When in use by the Courts, each Desktop PC shall have access to all Courts systems hosted at the DR site as well as the Internet.
- Each Desktop PC shall meet these minimum specifications— 17” monitor, 2 X USB slots, 1 CD/DVD+/- Drive, 2GHz CPU, 2GB RAM, 150GB hard drive

C.3.3.2 The vendor shall specify the oversubscription and prioritization policy. For example, how many customers does the Contractor assign to a single workspace and what is the prioritize policy for when multiple customers declare a disaster.

C.3.4 Communication Requirements

A. Facilities

- In order to assure continuous availability of voice communications resources, the DR site shall be provisioned with redundant, geographically dispersed feeds to the local exchange carrier(s). There may be no single point of failure between the Offeror’s facilities and the primary exchange carrier’s local SONET infrastructure.
- In order to assure continuous Internet access, the DR site shall be supported by at least two (2) geographically dispersed fiber feeds from separate Tier 1 backbone providers. Each carrier must provide its own electronics so that the complete loss of one provider or fiber route will not result in the loss of Internet access at the DR site.
- The facility supporting the DR site must be constructed with dual DMARCs spread not less than 50 feet apart.

B. Internet

- The Offeror shall provide Internet access to at least one of the three initially-provisioned Courts racks. The bandwidth must be, at a minimum, 5Mbps committed, burstable to 30Mbps.

C. Dark-fiber

- The Offeror shall provide a 1Gbps point-to-point circuit between the Courts' 500 Indiana Avenue, NW building and the DR site.
- The Offeror shall provide a clear diagram of the proposed fiber path as part of its response to this solicitation.
- The diagram shall only show the fiber path as it relates to the Courts' Judiciary Square campus buildings. The Courts intend to avoid or minimize overlap with the Courts' existing fiber network.
- A diagram of the existing fiber network can be provided upon request.
- The Contractor shall provide its own: (1) patch panels, and (2) 10-Foot single-mode fiber cables with LC connectors for termination at the Courts' equipment, a Cisco 6500 switch;
- The Contractor shall be responsible for the physical end-to-end connectivity.

C.3.5 Site Visit

The Courts reserves the right to perform a site visit of the proposed premises prior to contract award. The offeror's proposed site must meet or exceed the standards contained in Section C of Solicitation Number DCSC-13-RP-0010.

SECTION D - PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF SERVICES**

- (a) “Services” as used in this clause includes (1) Project and contract management; (2) Web Service Development custom software delivery including requirements compliance and source code; (3) all appropriate technical documentation; (3) knowledge sharing with the Courts’ IT staff.
- (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 user acceptance test only, while unit, system, and integration testing remains 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.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of five (5) years from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 TERM OF CONTRACT WITH OPTIONS

(a) Option Period:

(1) The Courts may extend the term of this contract for an additional 5 years, or a fraction, or multiple fractions thereof.

(b) Option to Extend the Term of the Contract:

(1) The Courts may extend the term of this contract for 5 years, or a fraction thereof, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. No single option period shall exceed one (1) year.

(2) If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

(3) The offeror shall include in its price proposal, the price for the base year and all option years. Failure to submit price for base year and all option years may cause the Courts to exclude your offer from further consideration.

(4) The total duration of this contract including the exercise of any options under this clause, shall not exceed 10 years.

F.3 DELIVERIES AND PERFORMANCE

F.3.1 All items identified under Section C of this solicitation shall be provided to the Courts for a base period of five (5) years. In addition, there shall be ~~a five-year (5-year)~~ five (5) one-year -option periods.

F.3.2 Delivery Schedule

All requirements of Section C of this solicitation shall be intact and functional within one hundred and twenty (120) days from the date of award.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Payment/Invoices**

- G.1.1 The Contractor shall be compensated in the following Manner: Contractor shall submit an invoice directly to the person served when the Court orders the person to pay the Contractor directly. 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 for all services performed the previous 30 days.

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. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the Budget and Finance Division is:

Name: Budget and Finance Division
District of Columbia Courts
616 H Street, N.W.
6th Floor, Suite 600
Washington, DC 20001

- G.2.2 All invoices must be submitted no later than 30 days after the completion of the services performed.
- G.2.3 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. The case number of the legal documents served.
 - f. Other supporting documentation or information, as required by the Contracting Officer;
 - g. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - h. Name, title, phone number of the person preparing the invoice;
 - i. Name, title, phone number and mailing address of the person (if different from the person identified in g above) to be notified in the event of a defective invoice; and
 - j. Authorized signature.
- G.2.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.2.5 In addition, the Contractor shall complete **Attachment J.8 – District of Columbia Courts Release of Claims for and submit it to the Contracting Officer.**

G3 Payment

G.3.1 Payment to the Contractor for services satisfactorily performed in which the Court has not ordered the party served to pay the Contractor for services rendered shall be made by the Courts once the Contractor's certified invoice has been approved by the **Contract Administrator**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

Contracting Officer: 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. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Telephone Number: (202) 879-2801
Facsimile Number: (202) 879-2835

Contract Administrator: The Contract Administrator (CA) 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 Contract Administrator is responsible for the day-to-day monitoring and supervision of the contract. The Contract Administrator shall be:

Clide Cork
Project Manager, Infrastructure
410 E Street, NW, Third Floor
[Washington, D.C. 20001](#)
202-879-0037

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the 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

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.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

The General Provisions Applicable to Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 DISPUTES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the Courts.

I.4 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.5 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.6 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.7 PROTEST

I.7.1 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:

I.7.1.1 Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

I.7.2 A protest shall include the following:

I.7.2.1 Name, address and telephone number of the protester;

I.7.2.2 Solicitation or contract number;

I.7.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.7.2.4 Request for a ruling by the Contracting Officer; and

I.7.2.5 Statement as to the form of relief requested.

I.8 INSURANCE

I.8.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. 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.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

I.8.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 **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.8.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

I.8.5 **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.8.6 **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.8.7 **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:

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

I.8.8 **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.9 RIGHTS IN DATA

- I.9.1 “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.9.2 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.9.3 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.9.4 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.9.5 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.9.6 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.9.6.1 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.9.6.2 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.9.6.3 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.9.7 The restricted rights set forth in section I.9.6 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-13-RP-0010 With _____ (Contractor's Name); and

- (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.9.8 In addition to the rights granted in Section I.9.6 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.9.6 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.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, 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.9.10 For all computer software furnished to the Courts with the rights specified in Section I.9.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.9.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.9.6, 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.9.11 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.9.12 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.9.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.12 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.10 **CANCELLATION CEILING**

- I.10.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2014, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Section J Clauses

- J.1 General Provisions Applicable to D.C. Courts Contracts
- J.2 Anti-Collusion Statement
- J.3 Ethics in Public Contracting
- J.4 Non-Discrimination
- J.5 Certification of Eligibility
- J.6 Tax Certification Affidavit
- J.7 Certification Regarding a Drug-Free Workplace
- J.8 District of Columbia Courts Release of Claims
- J.9 Past Performance Evaluation Form
- J.10 Wage Determination (<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=12>)

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 Certification Regarding a Drug-Free Workplace**

K.1.1 Definitions. As used in this provision:

- K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -
- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.2 (ii - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL SUBMISSION AND IDENTIFICATION

L.1.1 The District of Columbia Courts will accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 **Each Offeror shall submit one (1) original proposal (Technical and Price) and three (3) copies of the Technical Proposal, and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.1.3 Proposals shall be submitted in a sealed proposal package. 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-13-RP-0010

Caption: "Remote Site Managed Hosting and Network Services"

Proposal Due Date & Time: March 18, 2013, No later than 2:00 P.M.

L.1.4 CONFIDENTIALITY OF SUBMITTED INFORMATION

L.1.4.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.4.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.4.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.4.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.4.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.1.5 **OFFERORS MAY SUBMIT PROPOSALS EITHER BY MAIL, BY HAND DELIVERY/COURIER SERVICES OR BY EMAIL**

L.1.5.1 **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: Geoffrey Mack, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

L.1.5.2 **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: Geoffrey Mack, Senior Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

L.1.5.3 **Offerors submitting their proposals by email must send their proposals to the following address:**

Geoffrey.mack@dcsc.gov

L.2 **PROPOSAL INFORMATION AND FORMAT**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.3 – Price Proposal.**

L.2.2.1 **VOLUME I - Technical Proposal shall comprise the following tabs and information:**

<p>Tab A</p>	<p>General Information</p> <p>A. Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual.</p> <p>B. Ownership structure.</p> <p>C. Ownership by foreign corporation with an interest exceeding five (5) percent.</p> <p>D. Articles of incorporation, partnership or joint venture agreement.</p> <p>E. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.</p> <p>F. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.</p> <p>G. Name, address, and current phone number of Offeror’s contact person.</p> <p>H. Each Offeror must provide the following information in this section: Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror.</p>
<p>Tab B</p>	<p>Technical Approach</p> <p>A. Overall understanding of the RFP requirements.</p> <p>B. Documentation indicating the capabilities and experience with same or similar type of service.</p> <p>C. A logical approach to fulfilling the requirements of the RFP.</p> <p>D. A comprehensive schedule, listing proposed project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.</p> <p>E. Clearly defined project responsibilities and accountability.</p>

	F. Appropriate management and staffing to the project team.
Tab C	<p>Experience of Firm and Principals</p> <p>A. List qualifications and experience of firm, principals and key personnel proposed to perform the requirements listed under the scope of the project; documenting capabilities and experience with providing the same or similar type of service.</p> <p>B. Provide detail description(s) of experience in developing computer applications of similar type and scope as is being requested.</p> <p>C. Provide resumes of staff candidates; any changes subject to the approval of The Courts’ COTR (see more in Section L.25 below).</p>
Tab D	<p>Past Performance</p> <p>A. 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. Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.</p> <p>B. The Offeror shall provide any information to substantiate the Offeror’s past performance in completing the requirements of Section C. The Offeror shall provide the following information:</p> <p>C. References: The Offeror shall submit a list of all references for which services of this nature have been provided in the past two (2) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.</p> <p>D. In addition, the Offeror shall have at least two (2) past performance references complete a Past Performance Evaluation Form (Attachment J.3). This information 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.</p> <p>E. Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.</p> <p>F. The Court reserves the right to contact the owners of projects known to</p>

	have been completed within the last two (2) years but not supplied as references, and the information received may be used in the evaluation of past performance.
Tab E	<p>Disclosure</p> <p>A. Disclosure details of any legal action or litigation past or pending against the Offeror.</p> <p>B. 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.</p> <p>C. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.</p>

L.2.2.2 VOLUME II – Price Proposal shall comprise the following tabs:

Tab A	Price Information -detailed price breakdown of all price (See also, clause L.2.3)
Tab B	Contractual Information – all other required information as specified in Clause L.10

L.2.3 PRICE PROPOSAL

L.2.3.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS AND WITHDRAWALS

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal 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:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

- L.3.1.3 The proposal is the only proposal received.
- L.3.2 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 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 in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 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 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **QUESTIONS**

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

Geoffrey A. Mack, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 615
Washington, D.C. 20001
E-mail address: geoffrey.mack@dcsc.gov
Telephone: 202-879-4264

- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 **EXPLANATION TO PROSPECTIVE OFFERORS**

- L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than 2:00 p.m. Friday, March 1, 2013.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. 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 other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 CHANGES TO THE RFP

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 CONTRACT AWARD

L.7.1 The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2 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 price, technical, and other factors.

L.7.3 FINAL PROPOSAL REVISIONS (FPRS)

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. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting

Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.8 CANCELLATION OF AWARD

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 OFFICIAL OFFER

L.9.1 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 CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.10.1 Offerors shall complete and return with their proposal the Representation, Certifications, and Acknowledgments located in pages 2 through 5, Attachment J.2 - Tax Certification Affidavit and Attachment J. 3 - Past Performance Form.

L.11 RETENTION OF PROPOSALS

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 PUBLIC DISCLOSURE UNDER FOIA

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 EXAMINATION OF SOLICITATION

L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 RIGHT TO REJECT PROPOSALS

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 PROPOSAL PREPARATION COSTS

L.16.1 Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 PRIME CONTRACTOR'S RESPONSIBILITIES

L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2 If the offeror's proposal includes services provided by others, the offeror shall be required to act as

the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **CONTRACT TYPE**

L.18.1 This is a firm-fixed- price contract.

L.19 **FAILURE TO RESPOND TO SOLICITATION**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 **SIGNING OFFERS AND CERTIFICATIONS**

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 **ERRORS IN OFFERS**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 **AUTHORIZED NEGOTIATORS**

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

SECTION M - EVALUATION FACTORS FOR AWARD

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 evaluation factors are listed below in descending order of importance. The non-price factors, when combined, are significantly more important than price. 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. The Courts reserve the right to request a best and final offer.

M.2 TECHNICAL EVALUATION CRITERIA

The technical evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

ITEM NO.	TECHNICAL PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Technical Approach			
M.2.1	Volume I - Tab B	The feasibility of the proposed approach and the method of implementation, including tasks, timeline, management, accountability and expected deliverables.	0-30
Experience of Firm and Principals			
M.2.2	Volume I - Tab C	<u>Demonstrated experience in developing, implementing, and supporting similar services, including designated resources, key staff capabilities and experience.</u> Demonstrated experience in developing and implementing similar services, including designated key staff capabilities and experience.	0-3545

Past Performance			
M.2.3	Volume I - Tab D	The Offeror's demonstrated record, as confirmed by references, of successful past performance of the same or substantially similar contracts, including quality of services, timeliness of performance, cost controls, and the offeror's customer relations.	0-10
M.2.4	Volume II – Tab A	Price Proposal.	0-15

Determination of Points for Price

M.3.1 The offeror’s total price specified Section B should be included with the initial response to this solicitation. Price evaluation will account for up to 15 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the offeror with the lowest total price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.3.2 Actual points assigned to each offeror will be based on the offeror's total price for and will be computed in accordance with the following formula. The offeror with the lowest total price will receive the maximum points.

M.3.3 All other proposals will receive a proportionately lower total score. See the following formula:

M.3.3.1
$$\frac{\text{Lowest total Price Proposal} \times (20) \text{ Weight}}{\text{Price of Proposal Being Evaluated}} = \text{Price Score}$$

M.3.3.2 Total Points: (technical and price): 0-100 points

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 District licensing, tax laws, and regulations;

M.3.1.6 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 nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.

Attachment A –Professional Engineer / Architect Certification

CERTIFICATION OF COMPLIANCE WITH SECURITY AND INFRASTRUCTURE REQUIREMENTS

Bidder Name: _____

Recovery Site Address _____

Under penalty of perjury, I hereby certify to the following facts regarding the above Recovery Site:

1. Uptime Institute Tier Certification

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<p>The proposed site/facility has received formal design certification from the Uptime Institute at the Tier level described.</p> <p>Tier Level (Must be Tier III or Tier IV): Date of Certification:</p>

2. Site Security Requirements

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<p>The entire building in which recovery services are provided (“Recovery Site”) has been certified in writing to me by a licensed Professional Engineer (“PE”) who is also a qualified Blast Engineer/Consultant as having been designed to meet the Level C or higher design criteria for physical security protection for leased spaces in new federal office buildings and major modernization projects, as published by the Interagency Security Committee of the General Services Administration, edition 2003 or later. I understand that, for purposes of this certification, a qualified Blast Engineer/Consultant is (i) a licensed PE with a minimum of 10 years of demonstrated experience in the design and assessment of similar facilities subjected to blast loads, such as Federal Courthouse and US Embassies, (ii) included in the BMAG list of blast consulting firms (https://bmag.usace.army.mil) and (iii) in possession of and has been approved to retain the full version of the ISC blast criteria.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>There is no underground or in-building parking of any kind at the Recovery Site.</p>

<input type="checkbox"/>	<input type="checkbox"/>	Bidder occupies the entire Recovery Site. There are no other tenants with access rights to the Recovery Site
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3. Site Grounding and Lightning Protection Requirements

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<p>The Recovery Site is equipped with a lightning protection and grounding system which meets the requirements of Underwriters Laboratories Standard 96/96A or higher and is equipped with a UL Master Label attesting to this. The UL Master Label # is set out below.</p> <p>Manufacturer System: Name of Installer: Date of Installation: UL Master Label # :</p> <p>_____</p>

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<p>All computer rooms at the Recovery Site in which Critical Technology resides are fully provisioned with Signal Reference Grid to provide a low impedance equipotential plane to protect sensitive Critical Technology from transients. The installed system meets IEEE Standard 1100-1992, and is UL Listed</p> <p>Manufacturer System: Name of Installer: Date of Installation:</p>

4. Power Infrastructure Requirements

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	All network infrastructure (switches, hubs and routers,) and technology

		<p>assets (servers, storage systems, peripherals, workstations, office equipment, and voice system, including main switch and all desk sets) (“Critical Technology”) at the Recovery Site, is supplied by conditioned power from uninterruptible power systems (“UPS”) installed in an N+1 (N+1 (N=3)) configuration or better. A single UPS supporting Critical Technology is unacceptable. The UPS systems are rated to supply at least ten (10) minutes of power to all Critical Technology, at full building load.</p> <p>Manufacturer & Models UPS: _____ Installer: _____ Design Criteria (N+1, 2N, etc.) _____</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>Each individual UPS system at the Recovery Site is equipped with a Manual Bypass Switch to permit servicing without interrupting power to critical technology.</p> <p>Manufacturer & Model MBS: _____ Installer: _____</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>The Recovery Site is equipped with fully redundant transformer capacity, from the building input voltage to 110/208 VAC delivery to Critical technology sized to handle all Critical Technology in the building, at full load</p> <p>Manufacturer and Model: Name of Installer: Load Capacity in KW:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>The Recovery Site is equipped with a diesel powered redundant power source consisting of an engine generator set equipped with automatic transfer switch and an on-site fuel supply of sufficient size to power all Critical Technology, plus all lighting, security, fire detection, access control and heating, ventilation and air conditioning systems at the location for a minimum of seven (7) days without refueling.</p> <p>Manufacturer & Model Generator: _____ Installer: _____ Manufacturer & Model Fuel System: Installer: _____</p>

5. Environmental Control Requirements

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<p>All computer rooms are provisioned with computer room air conditioning (“CRAC”) units in an N+1 (N+1 (N=3)) configuration or higher.</p> <p>Manufacturers & Model #s Installer: Design Criteria (N+1, 2N etc) _____</p>

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6. Communication Infrastructure Requirements

<input type="checkbox"/>	<input type="checkbox"/>	<p>The Recovery Site’s voice systems are provisioned with redundant, geographically dispersed fiber feeds to the local exchange carriers. There is no single point of failure between the recovery facility and the primary exchange carriers’ local SONET infrastructure.</p> <p>Carrier: # Diverse Physical Paths: Date of Installation: Installer:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>The Recovery Site is provisioned with two (2) or more geographically diverse fiber feeds from separate Tier 1 Internet backbone providers. Each provider has its own electronics at the facility, so that the complete loss of one provider or fiber route will not result in the loss of Internet access.</p> <p># Diverse Physical Paths:</p> <p>Path 1 Provider: Date of Installation:</p> <p>Path 2 Provider: Date of Installation:</p> <p>Path 3 Provider: Date of Installation:</p> <p>Path 4 Provider: Date of Installation:</p>

My certification to the above facts is based upon: (check all that apply)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	My work as the architect or professional engineer of record for the design of the facility and my periodic personal observations during construction of the facilities
<input type="checkbox"/>	<input type="checkbox"/>	My physical survey of the facilities and my personal study of all of the applicable construction contract documents, including contract changes. The contract documents examined by me were those stated to me by the architect or professional engineer of record or the contractor as those reflecting the as-built conditions.

I understand that all representations expressed herein will be independently verified through site inspections and or confirmation through vendor sources listed. I further understand that this certification concerns a matter within the jurisdiction of an agency of the United States and that the making of false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

UNDER PENALTY OF LAW

Certified by:

Name _____ **SEAL**

Company

Address

Date _____

Attachment B – Equipment Existing/Incumbent’s DR Site



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