

The Great Seal of the State of California is a large, circular emblem in the background. It features a central figure, Minerva, holding a grizzly bear and a grizzly bear holding a grizzly bear. The seal is surrounded by the text "THE GREAT SEAL OF THE STATE OF CALIFORNIA" and "EUREKA".

**Court of Appeal – Fifth Appellate District**

**Information Technology Division**

**REQUEST FOR PROPOSAL**

**Appellate IP Telephony System**

**RFP NUMBER 5DCA-1**

**PROPOSALS DUE BY**

**August 31, 2006, 5:00 p.m. PST**

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## **I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT**

### **1.1 Issuing Body and Coordinated Procurement**

The Court of Appeal – Fifth Appellate District (COURT) is issuing this Request for Proposals (RFP) to obtain competitive bids for the design and implementation of an IP Telephony (VoIP) System.

### **1.2 Purpose**

The COURT is seeking VoIP solutions based on the planned infrastructure of our new location, currently under construction, to facilitate operations and improve the flow of information in a flexible, reliable, and cost-effective manner.

The goal for the selected vendor is to develop an implementation plan for a VoIP solution that will take into account the following:

- Complete replacement of our current antiquated phone system.
- Approximately 100 users that require a high level of reliability, 99.999% (“Five 9’s”), redundancy, and resilience within the network
- Ability to join proposed statewide Judicial VoIP network.
- Evaluation of planned infrastructure to determine hardware needs.
- Accurate estimate of procurement, implementation, and maintenance costs; as well as total cost of ownership of a VoIP solution.
- Analysis of potential impacts and risks associated with implementing a VoIP solution.

### **1.3 RFP Layout and Sections**

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

### **1.4 Project Overview**

The COURT is requesting proposals from highly qualified vendors with expertise in providing a strategy to assist the COURT in evolving from the current, multiple-network infrastructure to a converged, common communications platform.

The COURT intends to award a contract to a vendor that is able to meet our requirements for a converged voice telephony and data network, as further described in Section IV of this RFP. However,

the COURT reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The COURT further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

### 1.5 Overview of Court of Appeal – Fifth Appellate District Operations

The Court of Appeal – Fifth Appellate District provides equal and timely access to justice, the impartial application of law, and the peaceful and fair resolution of disputes for the citizens of California, through review of writs, trial court and state agency decisions and rulings.

## II. PROCUREMENT AND EVALUATION PROCESS

### 2.1 Procurement Schedule and General Instructions

The COURT has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the COURT’s discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	July 21, 2006
2	Deadline for Proposer Requests for Clarifications or Modifications	August 1, 2006, 5 p.m. (Pacific Time)
3	Proposal Due Date and Time	August 31, 2006, 5 p.m. (Pacific Time)
4	Potential Interviews	September 11 - 15, 2006
5	Negotiations (estimated)	September 18 - 22, 2006
6	Notice of Intent to Award (estimated)	September 26, 2006
7	Notice of Award (estimated)	October 3, 2006

#### 2.1.1 Contact List

Upon release of this RFP, all Proposer communications should be directed to the RFP Coordinator listed below.

Submittal Contact: Leisa Biggers, Clerk/Court Administrator  
2525 Capitol Street  
Fresno, CA 93721  
(559) 445-5989  
[Leisa.Biggers@jud.ca.gov](mailto:Leisa.Biggers@jud.ca.gov)

Project Managers: David Calhoun, Supervising Court System Administrator  
2525 Capitol St.  
Fresno, CA 93721  
(559) 445-5520  
[David.Calhoun@jud.ca.gov](mailto:David.Calhoun@jud.ca.gov)

Steve Quintana, Court System Administrator  
2525 Capitol St.  
Fresno, CA 93721  
(559) 445-6942  
[Steve.Quintana@jud.ca.gov](mailto:Steve.Quintana@jud.ca.gov)

Babette Stevenson, Court System Administrator  
2525 Capitol St.  
Fresno, CA 93721  
(559) 445-5225  
[Babette.Stevenson@jud.ca.gov](mailto:Babette.Stevenson@jud.ca.gov)

Court Executive Officer: Leisa Biggers, Clerk/Court Administrator  
2525 Capitol Street  
Fresno, CA 93721  
(559) 445-5989  
[Leisa.Biggers@jud.ca.gov](mailto:Leisa.Biggers@jud.ca.gov)

### **2.1.2 RFP Questions**

Proposers are encouraged to submit questions or comments concerning this RFP. Questions should be submitted, in writing, to the RFP Coordinator **Section 2.1.1**

### **2.1.3 Disposition of Material and Confidential or Proprietary Information**

All materials submitted in response to the solicitation document will become the property of the COURT and will be returned only at the COURT's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential that does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

Even though the Public Records Act (PRA) does not apply to the COURT, the COURT's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the COURT's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the COURT does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

### **2.1.4 Proposal Preparation Costs**



Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the COURT to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the COURT, participating in any selection interviews or product demonstrations, or participating in this procurement.

### **2.1.5 Delivery of Responses**

Responses must be submitted in electronic form and hard copy, as specified in **Section 2.4.1**, by the date and time specified in the RFP timeline in **Section 2.1.1** to the RFP Coordinator **Section 2.1**. Vendors must clearly reference the RFP on their response and any related correspondence.

## **2.2 Pre-Proposal Conference**

### **2.2.1 Potential Pre-proposal Conference**

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the COURT will notify all potential proposers of the time, date, and location by providing notice to potential proposers.

If a pre-proposal conference is required, the COURT will prepare a summary of questions and answers from the pre-proposal conference, as an addendum, which will be posted on the COURT'S website.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-proposal conference participant must be sent to the Submittal Contact at the address listed in **Section 2.1.1** indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference.

## **2.3 Pre-Submittal Process**

### **2.3.1 Request for Clarifications or Modifications**

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in **Section V**, to the Project Manager. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in **Section 2.1.1** no later than the date specified in **Section 2.1**, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the COURT concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the COURT does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

### **2.3.2 Ambiguity, Discrepancies, Omissions**

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in **Section 2.1** written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the COURT may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the COURT of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **2.3.3 Contact with Court Personnel**

Sections 2.1.2, 2.3.1, 2.4 and 2.10 outline procedures for contacting the Court regarding this RFP. Except as outlined in those sections, vendors are specifically directed NOT to contact any COURT personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any COURT personnel or consultants may be cause for rejection of the vendor's response.

### **2.3.4 RFP Addenda**

The COURT may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in **Section 2.1.1** no later than three (3) business days following the date the addendum is provided or posted.

Pricing shall reflect all addenda issued by the COURT. Failure to do so will permit the COURT to interpret the proposal to include all addenda issued in any resulting contract.

## 2.4 Submission of Proposals

### 2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in **Section 2.1** (the “Proposal Closing Time”) at the address listed in **Section 2.1.1** for the Submittal Contact:

- One unbound original of the technical and a separate unbound original of the cost proposal;
- Two (2) bound hard copies of both the technical and the cost proposals;
- One electronic copy of the technical proposal in MS Word or PDF format, and one electronic formatted copy of the cost proposal in Excel.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer’s name. The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with “Cost Proposal” and the proposer’s name.

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

**All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.**

The proposer is solely responsible for ensuring that the full proposal is received by the COURT in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The COURT shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

### 2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the COURT prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in **Section 2.1.1** in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

### 2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately

notify the Submittal Contact listed in **Section 2.1.1** in writing and request to withdraw the proposal. It shall be solely within the COURT's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the COURT may consider permitting withdrawal of specific line item(s) or combination of items.

#### **2.4.4 Error in Submitted Proposals**

If an error is discovered in a vendor's proposal, the COURT may at its sole discretion retain the proposal and allow the proposer to submit certain arithmetic corrections. The COURT may, at its sole discretion, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the COURT will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the COURT may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

#### **2.4.5 Authorized Signatures, Validity Period of Proposals**

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in **Section 2.1** ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in **Section 2.1**, the COURT reserves the right to negotiate extensions to the Proposal Validity Date.

#### **2.4.6 Knowledge of Requirements**

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any COURT issued clarifications, modifications,

amendments, or addenda. The COURT will provide notice to perspective proposers, however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

#### **2.4.7 Independence of Proposal and Joint Proposals**

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The COURT assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

#### **2.4.8 Covenant Against Gratuities**

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of the COURT with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the COURT will have the right to terminate any resulting contract in whole or in part. The right and remedies of the COURT provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

### **2.5 Overview of Evaluation Process**

#### **2.5.1 Evaluation Committee**

The COURT will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in **Section 2.6**.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in **Section 2.7**. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

#### **2.5.2 Reservation of Rights**

The COURT, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of **Section 2.6**, or have not scored adequately in relation to other

proposals to warrant further consideration. The COURT reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The COURT's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the COURT may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the COURT may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the COURT or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The COURT reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the COURT can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the COURT reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the COURT's opinion the information was intended to mislead the COURT regarding a requirement of the solicitation document.

### **2.5.3 Evaluation of Cost Sheets**

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the COURT reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

#### **2.5.4 Cash Discounts**

Per **Section 2.8.3**, payment will be made only upon completion of tasks and delivery of goods. Cash discounts offered by proposers for the prompt payment of invoices will not be honored or considered in evaluating offers to determine the successful proposer for award of any resulting contract.

#### **2.5.5 Requests for Additional Information**

The COURT reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The COURT may require a proposer’s representative to answer questions during the evaluation process with regard to the vendor’s proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

#### **2.5.6 Brand Names**

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand.

Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The COURT reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the COURT may require the supply of additional descriptive material and a sample.

### **2.6 Minimum Qualifications**

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

<b>No.</b>	<b>Minimum Qualifications</b>
1	3 or more years VoIP experience working with government entities/public sector customers.

2	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).
3	Vendor must have all required licenses and permits relative to the project.
4	Evidence of Insurance bonding requirements, financial stability, etc.

The proposer must state specifically in its Executive Summary, **Section 3.1** how it will comply with each minimum qualification specified above. Subject to the COURT's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

## 2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the COURT. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the COURT reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/Pricing factors.
- b. Experience on similar assignment.
- c. Financial viability and stability
- d. Credentials of staff to be assigned to the project.
- e. Ability to meet timing requirements to complete the project.
- f. Implementation Plan
- g. References

## 2.8 Interviews and Negotiations

### 2.8.1 Interviews

Following the initial screening of proposals, the COURT reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the COURT determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the COURT's sole discretion, may be in-person and/or by teleconference. Failure to



participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

### **2.8.2 Negotiations**

If the COURT desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the COURT enters into negotiations and no contract is reached, the COURT can negotiate with the other proposers or make no award under this RFP. The COURT reserves the right to award a contract, if any, without negotiations.

### **2.8.3 Payment**

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is made based upon completion of tasks as provided in the contract between the COURT and any selected vendor.

### **2.8.4 News Releases**

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without prior written approval from Leisa Biggers, noted in Section 2.1.1.

## **2.9 Award of Contract**

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

## **2.10 Protest Procedures**

### **2.10.1 General**

**Failure of proposer to comply with the protest procedures set forth in this Section will render a protest inadequate and untimely, and will result in rejection of the protest.** In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

### **2.10.2 Prior to Submission of Proposal**

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably

discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in **Section 2.3.1**, Request for Clarification or Modifications; **Section 2.3.2**, Ambiguity, Discrepancies, Omissions; **Section 2.3.4**, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

### **2.10.3 After Award**

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the COURT has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

### **2.10.4 Form of Protest**

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The COURT, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest

but which could have been raised at that time, the COURT will not consider such new grounds or new evidence.

### **2.10.5 Determination of Protest Submitted Prior to Submission of Proposal**

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the COURT will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the COURT may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the COURT, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

### **2.10.6 Determination of Protest Submitted After Submission of Proposal**

Upon receipt of a timely and proper protest, the COURT will investigate the protest and will provide a written response to the vendor within a reasonable time. If the COURT requires additional time to review the protest and is not able to provide a response within ten (10) business days, the COURT will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the COURT, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

### **2.10.7 Appeals Process**

The Contracting Officer's decision shall be considered the final action by the COURT unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Executive Officer noted in **Section 2.1.1** within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and

- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Executive Officer shall constitute the COURT's final action.

### **2.10.8 Protest Remedies**

If the protest is upheld, the COURT will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the COURT, the urgency of the procurement, and the impact of the recommendation(s). The COURT may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

## **III. PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the COURT's instructions, requirements of this solicitation, and the completeness and clarity of content.

### **3.1 Executive Summary**

#### **3.1.1 Executive Summary Content**

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer understands the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in **Section 2.6**.

#### **3.1.2 Vendor Information, Validity, and Authorized Signature**

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in **Section 2.4.5**.

## 3.2 Company and Subcontractor Information

### 3.2.1 Company Background Information

The COURT requires the vendor to be a reputable company of strong financial standing experienced in VoIP. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the Prime Subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address;
- b. Federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract;
- c. If incorporated, State in which incorporated;
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable;
- e. Principal type of business;
- f. Total number of years in business;
- g. Number of years providing products and services similar in size and scope to those requested in this RFP;
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the COURT. These financial statements must be contained in a separate volume;
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's);
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years;
- k. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.);
- l. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

### 3.2.2 Subcontractors

If, subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address;
- b. Federal tax identification number. Note that if the subcontractor is a sole proprietorship using its social security number, the social security number will be required prior to finalizing a contract;
- c. If incorporated, identify the State of incorporation;

- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable;
- e. Principal type of business;
- f. Total number of years in business;
- g. Number of years providing services similar in size and scope to those requested in this RFP;
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the COURT. These financial statements must be contained in a separate volume;
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's);
- j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

### **3.3 Company Profile and California Locations**

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to the COURT location, listed in **Attachment B**.

### **3.4 Experience and Qualifications**

#### **3.4.1 Prior Experience and References**

The COURT requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The COURT may contact some or all of the references provided in order to determine the vendor's performance record. The COURT reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

If the vendor's cost proposal includes re-manufactured or compatible products, the vendor's references must include customers that have used the re-manufactured or compatible products.

### **3.4.2 Subcontractors**

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

## **3.5 Technical Approach and Methodology**

### **3.5.1 System Design Requirements**

The system for the COURT must address the goals and expectations for feature/functionality, selection, implementation and on-going operation outlined in this section.

### **3.5.2 Mandatory Requirements**

The COURT's system must be configured for high reliability to protect against service outage. This will include the ability to survive the loss of any critical component through duplication of common equipment that could otherwise be a single source of system failure.

### **3.5.3 Project Plan**

Vendor shall provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following:

- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Installation Team
- Communication process with the COURT and the Vendor
- Training (initial and ongoing)
- Time Schedule
- Project Evaluation and Testing

### **3.5.4 Implementation Plan**

The proposer will provide an implementation plan setting forth a timeline and identifiable benchmarks and increments for achieving the integration solution. This plan will include a work breakdown structure, estimated budget and schedule. The implementation plan should include all underlying assumptions and related risks, and should also set forth the resources required for operating and maintaining the integration solution.

Vendors are required to plan the implementation in such a manner as to provide NO downtime to the COURT's Business operations. This will include full installation in the new building one month prior to the occupancy date.

Vendors are required to provide a Gantt chart for the installation process once the notification of contract award has been received. Information to be included in any event or sequence your company deems necessary for the completion of a successful implementation. Include information such as:

1. Plan for installation;
  2. An installation phasing schedule for the Court;
  3. Design and build new VoIP system, voicemail and port fields;
  4. Pre-cutover meetings;
  5. Testing of COURT location;
  6. Network order processing and coordination;
  7. Coordination with all service providers connecting to the system for correct provisioning and cutover;
  8. Identification of Directory Number, DID's and extensions for cutover planning;
  9. User Acceptance Training (UAT) and End User Training for all applicable systems;
  10. Provision for "Help Desk" staffing throughout the first week of usage;
  11. Connect all system cables on VoIP systems, voicemail, call accounting and other ancillary equipment requested and/or installed;
  12. All network changes/modifications are required to be approved and coordinated with the COURT's network personnel;
  13. The chosen vendor must be responsible for immediate response of vendor created outages;
  16. Provide complete implementation documentation including:
    - a. Network changes
    - b. Network design
- Installation of all hardware and software systems purchased by the COURT from the selected vendor;
17. Extensive pre-testing of all systems connected to include but not limited to:
    - a. Main VoIP system



- b. Voicemail
- c. Call accounting
- d. All trunks
- e. System administration
- f. All Handset connections (IP and Wireless)
- g. Third party hardware and software attached to any system(s) purchased through the selected vendor
- h. Administrator training (VoIP system, voicemail, call accounting etc.) on site for the COURT's designated system administrators for day to day administration and end user support.

### **3.6 Cost Proposal**

#### **3.6.1 Government Rates**

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

#### **3.6.2 Pricing and Price Adjustments**

Vendor must submit pricing as required by Attachment D, Pricing Sheets. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, tax, and other costs or expenses incidental to the vendor's performance. All items should be billed on the invoice as separate line items.

The COURT is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The COURT will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposers response will be valid for a minimum of 120 days after any resulting contract is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to COURT if the contract is extended after the initial term. The proposer must explain the proposed process to implement price changes, and how the COURT will be notified.

### **3.7 Required Proposal Forms and Documents**

#### **3.7.1 Required Forms**

- a. Cost Proposal – **(sealed in a separate envelope in accordance with Section 2.4.1)**
- b. Vendor Certification Form – **Attachment C**
- c. Statement of Acceptance of Terms, in accordance with **Section 3.7.2**

### **3.7.2 Acceptance of Terms**

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in **Section V** or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as are expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the COURT will consider alternate language proposed by a vendor, the COURT will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the COURT be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

## **IV. STATEMENT OF WORK**

### **4.1 Description of Products and Services to be provided**

#### **4.1.1 General Description**

The Proposer shall propose an information technology architecture that can allow COURT employees and constituents to conduct business via VoIP securely and reliably. This architecture must be based on proven, accepted industry standards. Proposer shall deliver a plan for a fully operational, scalable system compatible with COURT's existing network infrastructure. This plan shall include the following documentation:

- System Design Document (including hardware/software requirements and Functional Specifications)
- Support, Training, and Maintenance Plan

#### **4.1.2 Technical Functional Specifications for VoIP Project**

##### **4.1.2.1 Mandatory Functionality**

The System Design must incorporate the following:

1. The system must be capable of supporting Direct Fiber Connectivity or IP Transport between the computer room (Main Distribution Facility, {MDF}) and two data closets (Intermediate Distribution Facility, {IDF}).

2. Uniform dialing – a uniform numbering and dialing plan to route calls within the network (4 digit dialing).
3. E-9-1-1 — Location information must be provided when any network user dials 9-1-1. At a minimum, location information must provide the COURT address and floor number. Please answer the following questions related to this capability:
  - a. Describe how your system supports **enhanced 911** capabilities.
  - b. Does your system have the means of providing a unique identifier for each handset location?
  - c. Does your system have the capability to alert a console, specified station, printer, fax or phone when a 911 call is dialed?
4. Calling Line ID (DID) - Outbound caller identification provides user DID for all users.
5. Call accounting - allows the system administrator to track an outbound call placed from any location on the network by the originating extension number, date, time, number dialed, trunk used, cost of each call and duration. This capability can be used as a source of charge backs for accounting purposes as well as tracking incoming/outgoing calls.
6. Traffic analysis - the system administrator is able to gather traffic information related to both quantity and length of calls, as measured in Common Channel Signaling (CCS). The capability should be available for all routes.
7. Call forwarding external – allows a call to be forwarded to an external destination such as a cellular phone or home phone. This function will be defined in a class of service.
8. Call transfer external - allows a call to be transferred to an external phone number such as a cellular phone. This function will be defined in a class of service.
9. Call back - allows users to press a button to activate a call back from a busy station when it returns to the idle state.
10. Hands free Call Announce - Allows user to announce a call in advance of transferring the caller.
11. Audible dial tone is heard when system user presses button to get a line.
12. Third party call control – Does the system support third party applications to perform moves, adds, changes, backups, call reporting and voicemail administration?

13. Audio-text - callers can listen to a greeting /announcement, but do not have the capability to leave a message.
14. Login - When accessing the voicemail system from his/her own phone, user should press no more than one key and passcode.
15. Message creation – subscribers can access the system from any touch-tone telephone, record messages and send them to other subscribers on the system.
16. Message waiting indicator – provides subscribers with a method of informing them that a new message exists in their voicemail boxes; this feature must work across the network. When a voicemail message is recorded, the message indicator appears on the phone set in less than 30 seconds.
17. Personal greetings – subscribers can instruct the system to greet their callers with a personal message or prerecorded message.
18. External access – allows subscribers to access the voicemail system through a separate DID or “800” number.
19. Customized operator – each user’s mailbox must be able to select a customized operator or zero “0” destination.
20. Forward message - ability to forward messages, with or without additional comment.
21. Message Management - When listening to messages, user has the ability to rewind, forward, and pause the message.
22. Notification - Notification of a new voicemail message can be sent to an external number (i.e. Pager or cell phone).
23. Toggle greetings - User has the ability to toggle between a standard greeting and a special greeting.
24. Out of Office Greeting - User has the ability to record a special greeting for after business hours.
25. Operator Transfer - Caller has the ability to reach an operator instead of leave a voicemail message.
26. Transfer directly to voicemail - user has ability to easily transfer a caller (two keys and extension) directly to another user's voicemail.

27. Voicemail distribution groups – System administrators can set up voicemail system wide distribution list. Users can set up their own distribution list per voicemail account.
28. Temporary Deletion - User can retrieve a deleted message during current session.

#### **4.1.2.2 Desired Functionality**

1. Dial ahead/through – allows subscriber to enter keypad commands through the system voice prompts.
2. Queue commands - allows subscriber to “queue up” a series of commands without waiting for each command to take effect. This feature allows subscriber to perform commonly used tasks by route, without waiting for instructions or actions of the voicemail system.
3. Priority message – subscribers can send priority messages that are specifically marked and preferentially presented to recipients.
4. Scheduled delivery of messages – subscriber can send voice messages to other subscribers at a designated time and date.
5. Undelete message – allows a subscriber to press specific keys on the keypad at any time during message retrieval process to “undelete” the last message deleted.
6. Dial-by-name - allows subscribers to address a message to any other subscriber by dialing the subscriber's name instead of the subscriber's extension number.
7. Alarm notification – in the event of a system failure, an alarm notification is sent to an administrator via pager, cellular telephone, email, or network broadcast.
8. Simple Network Management Protocol (SNMP) - the system provides SNMP information that can be used to report system alarms and performance data.
9. Personal greeting options – subscribers can record multiple personal greetings such as an out of office greeting for callers or greetings specifically when the users are on a call.
10. Review and re-record message – provides the ability to review and re-record a message prior to being sent.

#### **4.1.2.3 Unified Messaging**

The Unified Messaging system must integrate with Microsoft Outlook 2003 e-mail client and be capable of handling all messages – e-mail, voice and fax. The Voice Messaging features must allow the user to listen to their e-mail over the telephone, and check voice

messages, send, receive or forward faxes from their desktop PC. The system must offer automated-attendant functionality that offers intelligent routing and easily customizable call-screening and message-notification options. The system must also integrate with the COURT's current mobile devices (Palm Treo 650 or 700) with upgrade capability.

#### **4.1.2.4 Voicemail and Automated Attendant**

The voice-processing platform must offer voicemail, auto attendant, and audio-text functionality. The voicemail system must be seamlessly integrated with the VoIP system, and support up to 100 users plus 10% of total growth.

1. Dial by name, first and/or last
2. A dedicated number for COURT employee access to the automated attendant/voice mail from outside the system
3. Ability to program different calendar dates, days of week and time of day announcements, to support different operational dates, holidays and times
5. Holiday greetings, separately stored with no requirement to "record-over" standard greetings
6. Ability to change or record and activate a new greeting from a remote location
7. Ability to implement greeting changes without a reboot of the voicemail system
8. Message waiting lights for telephones
9. Support "outcall" cascading message delivery to multiple devices
10. Support ability for users to transfer callers directly into voicemail, bypassing the telephone associated with that mailbox
15. The Automated attendant feature presents callers with a voiced menu of options, then routes calls according to the keys the caller presses
  - a. Single digit menu – the menu capability provided by the auto-attendant must provide touch tone access to menu choices
  - b. Auto attendant options – supports layers of automated attendant options.
  - c. Auto attendant individual greetings – capable of answering individual ports/DIDs with different greetings
  - e. Auto attendant must give a caller the option to dial "0" to speak with a live attendant at every layer.

#### 4.1.2.5 System Administration

The system needs to have the ability to be managed by the COURT's Information Technology staff (**Project Managers listed in Section 2.1.1**)

##### **Mandatory Requirements:**

1. **Centralized administration** – a platform that supports centralized administration and maintenance of the network.
2. **Remote access to administration** – allows the administrator(s) to remotely access the network for administration and maintenance purposes.
3. **Station administration** – allows the administrator to setup, configure, and troubleshoot any station on the network from the centralized administration platform.
4. Passwords are required for system administration tools.
5. Alarm notification – provided to either an operator console or system administration platform. Please indicate if the alarm settings are customizable, and provide a complete list of functionality and parameters monitored by the system.
6. System Administrator can enable/disable features at the user level.

##### **Desired Functionality**

1. Scheduled changes – allows the administrator(s) to schedule and implement programming changes across the network based on time of day, day of the week, and month or year.
2. Computer-based administration – does the system provide a Graphical User Interface (GUI) based utility for system administration and programming. Please describe available options?
3. Global changes – allows the administrator(s) to implement global programming and configuration changes across the network.
4. Simple Network Management Protocol (SNMP) alarm notification – the alarm notification functionality is SNMP enabled.
5. Browser based system management – allows the system administrator(s) to access the centralized system administration tools from any Web-enabled browser.

6. Browser based user administration – allows any COURT user on the network to access telephone programming information and change or modify predefined station set features.
7. Diagnostic tools – allow the system administrator to run a series of procedures and diagnostic tools to isolate and troubleshoot component and software level failures.
8. Scheduled maintenance – a set of procedures or tools run at regular intervals to maintain and optimize system performance.
9. Internal diagnostics – the ability for internal self-detection, diagnosis, reporting and resolution of component and software level failures.
10. Backup – allows the administrator(s) to backup the VoIP system using the COURT'S back-up solution.
11. Lightweight Directory Access Protocol (LDAP) directory synchronization – allows the administrator to utilize LDAP to synchronize with the Exchange server.
12. Password aging – force users to automatically change passwords at pre-determined intervals.
14. Invalid login threshold – creates a record of all invalid attempts to log into the system administration package and locks out the user after five (5) invalid attempts for specified period of time.
15. Change report history – provides a report of all programming changes and the source for documentation and authorization purposes.
16. Cost allocation – allows the system administrator to customize call accounting reports for cost allocation purposes for all locations in the network.
17. Toll fraud – allows the system administrator to customize call accounting reports to analyze call traffic for toll fraud for all locations in the network.
18. Toll fraud alert – automatically notifies the system administrator of toll fraud.

#### **4.1.2.6 Quality of Service (QoS)**

Implementation of systems that support industry standards for QoS, such as MPLS (Multiprotocol Label Switching), 802.1p, 802.1q (traffic prioritization) and DiffServ (differentiated services) are vital to the development of a converged solution. Latency issues, dropped packets and jitter must be addressed to ensure a successful VoIP implementation. The selected vendor will be required to certify QoS minimum standards



prior to their installation and have a recommended alternative plan for points of failure for their solution.

#### **4.1.2.7 Environmental Specifications**

1. Please provide information related to the environmental specifications of the system that you are proposing.
2. Provide the physical dimensions of the proposed system as configured for the COURT. Include width, height, and depth, as well as estimated workspace requirements (surrounding area).
3. Describe the mounting options of the proposed system; rack, floor, or wall. If more than one option exists, please describe the available options and costs, and provide a recommendation.
4. Please provide power specifications of the proposed equipment.
5. Provide the required cabling specifications for the proposed system.
6. Describe the environmental considerations of the proposed system, including operational temperature, humidity, and heat dissipation.
7. If any device uses any plug that is not compatible with NEMA 5-20R, you must designate the correct socket specification.

#### **4.1.2.8 Wireless Integration**

The COURT will be using a limited number of Wireless phones and Laptops that will connect to the network using an Access Point (AP) device. The Wireless integration choice must support the current 802.11 standards including the capability to incorporate the enhanced QoS 802.11e standard. It must provide the highest level of security and encryption protocols.

#### **4.1.2.9 Certifications and Verifications**

It is the responsibility of the primary vendor to identify all codes, and/or agencies having jurisdiction over any and all implementation practice regardless of subcontractor involvement. At a minimum, all acts of the vendor selected to perform work described herein, shall conform to the following guidelines:

- All COURT ordinances as applicable
- Federal Communications Commission (FCC)
- Occupational Safety and Health Organization (OSHA)
- Electronic Industries Association (EIA)

- Institute of Electrical Engineers (IEE) Standards
- American National Standards Institute (ANSI)
- National and Local Electric Codes, including NFPA 70
- BICSI Telecommunications Distribution Standards
- Applicable regulations of the California Department of Labor
- State and Federal Anti-Discrimination Laws

#### **4.1.3 Delivery Requirements and Shipping Costs**

Delivery shall be made as required on the resulting contract, an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (free on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the COURT placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the COURT.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

Shipping costs should be itemized separately or estimated with a not to exceed guarantee. Note that generally products are taxable and freight is not taxed.

#### **4.1.4 Packaging**

All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the COURT's Purchase Order number.

#### **4.1.5 Defective Products**

Any products found defective will be returned to the vendor at vendor's expense and replaced free of charge. Vendor shall supply pre-paid mailing labels, or shall pick up defective product(s) at the COURT's location. Defective products shall be replaced or monies refunded within three (3) working days after the vendor is notified.

#### **4.1.6 Acceptance or Rejection of Service and Goods**

Services requested by the COURT will be reviewed prior to acceptance. Payment will be tied to acceptance.

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the COURT. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the COURT for the return of any mis-ordered, mis-shipped or damaged items.

#### **4.1.7 Maintenance Agreement**

The vendor must provide a maintenance agreement that supports both hardware and software seven days per week, twenty-four hours per day, with four (4) hour on site response.

#### **4.1.8 Warranty Service**

**Vendor warranty service** – provide a description of your warranty service, including guaranteed response times, preventive maintenance schedules, and any added service offerings.

**Manufacturer warranty service** – provide a description of the manufacturer’s warranty on the products proposed.

### **4.2 Invoicing**

Invoices should be withheld until the completion and acceptance of the entire project and itemized in the final billing.

### **4.3 Configuration Pricing**

Please provide configuration summary pricing for requested and proposed items. Provide a detailed equipment list and a price list that references the following; quantity, component description, manufacturer part number, unit, and extended cost.

Include a pre and post-cut pricing schedule for all major system components (excluding cables, connectors, and miscellaneous parts). Provide the per-unit labor cost to install each component included in the pricing schedule.

### **4.4 Maintenance Agreement Pricing**

The vendor must provide pricing for the following two different maintenance options. Please provide annual maintenance costs. If discounts are available for multi-year support agreements, please provide information regarding the length of term and the net discount percentage. Provide pricing for a full service maintenance agreement that supports both hardware and software 8 a.m. to 5 p.m., Monday – Friday with four (4) hour on site response. Please provide pricing for any available extended warranties.

### **4.5 Post Installation/Cleanup**

The Vendor will provide all materials and labor necessary to install, test, and cutover the telecommunications system supplied in accordance with the manufacturer's specifications. This includes, but is not limited to, unloading, storage and control of equipment, security of inventory,

inspection; and management of Vendor/sub-Vendor personnel. Vendor will remove all litter generated during the work and will ensure that the installation area is restored to the same condition as prior to installation. All components of the systems installed will be new and not previously used.

## V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

## VI. HARDWARE AND SOFTWARE

Items listed in Attachment E have the preferred functionality desired by the COURT; your bid may include substitute items that have equal capability. (Reference **Section 2.5.6**)

List all other hardware, software and peripherals necessary to meet the functionality requirements of this RFP.

Please note that no internal building cabling or patch panels are required as part of this contract.

Components will be installed into pre-existing racks and cabinets.

Vendor will be responsible for cable connection to installed devices and patch panels.

The COURT needs the ability to provision 12 analog lines for faxes and modems.

**Your response must include pricing for the items (or equivalent) in the quantities specified in Attachment E, as well as pricing for all other proposed items.**

**VII. ATTACHMENTS**

Attachment A	Contract Terms & Conditions
Attachment B	Locations
Attachment C	Vendor Certification Form
Attachment D	Pricing Sheets
Attachment E	Hardware and Software Specifications

## ATTACHMENT A CONTRACT TERMS AND CONDITIONS

1.

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### Definitions

The terms provided below and elsewhere throughout the Contract shall apply to the Contract as defined.

- A. **“Amendment”** means a written document issued by the COURT signed by the Contractor and the COURT which modifies the Contract and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in schedule; and/or (4) a change to the Contract terms.
- B. **“Appropriation Year”** means the period of time for which the Legislative Branch of California has authorized spending for a defined purpose. The Appropriation year for agreements funded by the California Legislature ends on June 30 of each year.
- C. **“Contract”** means the entire integrated agreement, including all documents and exhibits incorporated therein, and any Amendments thereto, signed by the COURT and the Contractor. The term “Contract” may be used interchangeably with the term **“Agreement”**.
- D. **“Contract Amount”** means the total amount encumbered under this Contract for any payment by the COURT to the Contractor for performance of Work in accordance with the Contract.
- E. **“Contractor”** means the individual, association, partnership, firm, company, consultant, sole proprietor, corporation, affiliate, or combination thereof, including joint ventures, contracting with the COURT to perform the Work.
- F. **“COURT”** means the State of California, Court of Appeal, Fifth Appellate District. The COURT is a party to this Contract.
- G. **“Day” or “day”** means calendar day, unless otherwise specified.
- H. **“Deliverable(s)”** means one or more items, if specified in the Contract, that the Contractor shall complete and deliver or submit to the COURT.
- I. **“Force Majeure”** means a delay or failure of performance due to fire, flood, earthquake, elements of nature, war, terrorism, civil disorders, governmental orders, or any other causes beyond the reasonable control of the affected party which could not have been prevented by reasonable precautions.
- J. **“Notice”** means a written document initiated by the authorized representative of either party to this Contract and given by:

- i. Depositing in the U. S. Mail (or commercial express mail) prepaid to the address of the appropriate authorized representative of the other party, which Notice shall be effective upon date of receipt; or
  - ii. Hand-delivery to the other party's authorized representative, which Notice shall be effective on the date of delivery.
- K. **"Proposer"** means an individual, partnership, corporation, or any other entity which has submitted a bid under the terms of this Request for Proposals.
- L. **"Subcontractor"** means an individual, partnership, corporation, or any other entity having a contract, purchase order, or other agreement with the Contractor, or with any subcontractor of any tier, for the performance of any part of this Contract. Unless otherwise expressly stated, the term Subcontractor includes all subcontractors and suppliers at every level and/or tier.
- M. **"Task(s)"** means one or more functions, as specified in the Contract, to be performed by the Contractor.
- N. **"Work"** means any or all services, deliverables, equipment, supplies, materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Contract.

## 2. Defenses and Indemnification

- A. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the COURT and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the COURT or its agents, officers and employees.
- B. Contractor's obligation to defend, indemnify and hold the COURT and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 3. Status of Contractor

- A. All acts of the Contractor and its officers, employees, agents, representatives, Subcontractors and all others acting on behalf of Contractor relating to the performance of this Contract, shall be performed as independent contractors and not as agents, officers or employees of the COURT . The Contractor, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of the COURT. Except as expressly provided in Exhibit D, Statement of Work, the

Contractor has no authority or responsibility to exercise any rights or power vested in the COURT. No agent, officer or employee of the COURT is to be considered an employee of Contractor. It is understood by both Contractor and the COURT that this Contract shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

- B. At all times during the term of this Contract, the Contractor and its officers, employees, agents, representatives or Subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the COURT.
- C. The Contractor shall determine the method, details and means of performing the Work to be provided by Contractor under this Contract. The Contractor shall be responsible to the COURT only for the requirements and results specified in this Contract and, except as expressly provided in this Contract, shall not be subjected to the COURT's control with respect to the physical action or activities of the Contractor in fulfillment of this Contract. The Contractor has control over the manner and means of performing the Work under this Agreement. Contractor is permitted to provide services to others during the same period service are provided to the COURT under this Contract. If necessary, the Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Contract.
- D. If in the performance of this Contract any third persons are employed by the Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of the Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- E. It is further understood and agreed that the Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Contractor's assigned personnel under the terms and conditions of this Agreement.
- F. As an independent contractor, the Contractor hereby indemnifies and holds the COURT harmless from any and all claims that may be made against the COURT based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. A copy of the Indemnification Agreement must be provided to the COURT upon award of Contract

4. Assignment

The Contractor shall not assign this Contract, either in whole or in part, without the prior consent of the COURT in the form of an Amendment. This Contract shall be binding upon and inure to the benefit of successors and assigns of the parties.

5. Time of Essence

Time is of the essence in this Contract.



6. Termination

A. Termination for Cause

The COURT may terminate this Contract in whole or in part for cause upon Notice if the Contractor defaults in the performance of any of its obligations under this Contract and does not cure such default within ten (10) Days of receipt of a Notice of Default from the COURT. Grounds for termination for cause include, but are not limited to: (i) Contractor fails to perform the Work or any portion thereof with sufficient diligence to meet the requirements of the Contract, (ii) Contractor fails or is unable to perform the Work in accordance with the Contract for any reason other than a Force Majeure event, or (iii) Contractor is otherwise in material breach of the Contract. The COURT may terminate immediately if Contractor is insolvent, becomes the subject of a voluntary or involuntary bankruptcy filing, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of Contractor's insolvency.

- i. Contractor shall be entitled to payment only for the value of the Work that has been satisfactorily completed prior to termination that is of benefit to the COURT. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The COURT reserves the right to offset the costs incurred by the COURT as a result of Contractor's default against any amounts owed the Contractor.
- ii. In addition to any other rights and remedies the COURT may have by reason of default or breach by Contractor, the Contractor shall be liable for costs or damages incurred by the COURT to complete and/or correct the Work. The COURT may complete and/or correct the Work by any reasonable method it deems appropriate.
- iii. If it is determined that the Contractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience by the COURT.
- iv. The rights and remedies of the COURT under this provision are in addition to any other rights and remedies provided by law or under this Contract.

B. Termination For Convenience

- i. The COURT may terminate this Contract for convenience in whole or in part at any time by giving the Contractor Notice at least ten (10) Days before the effective date of such termination.
- ii. The COURT shall pay the Contractor for Work satisfactorily performed prior to termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. Contractor shall submit a termination statement within thirty (30) days of the effective date of such termination, with a complete breakdown of all such costs.

C. Termination for Non-Appropriation of Funds

- i. Funding for this Contract beyond the current Appropriation Year is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Contract. Without prejudice to any right or remedy of the COURT, the COURT may terminate this Contract for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration or other termination of this Contract, the COURT may terminate this Contract in whole or in part by Notice to Contractor. Such termination shall be in addition to the COURT's rights to terminate for convenience or cause.
- ii. The COURT shall pay the Contractor for Work satisfactorily performed prior to the termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The Contractor shall be released from any obligation to provide further Work of the kind affected by the termination.

D. Effect of Termination

- i. Upon expiration or termination of any kind, the COURT shall have the right to take possession of any materials, equipment, Deliverables and other Work including partially completed Work, and any other materials or work product hereunder. The Contractor hereby assigns and agrees to assign all of the Contractor's right, title and interest in and to such Work and related materials and work product, and any and all intellectual property rights therein or thereto.
- ii. Upon termination of any kind, the COURT may withhold from payment any sum that the COURT determines to be owed to the COURT by Contractor or that the COURT determines to be necessary to protect the COURT against loss because of outstanding liens or claims of former lien holders.
- iii. Unless the COURT directs otherwise, promptly upon termination of any kind, the Contractor shall: (i) stop performing the Work as of the effective date of such termination; (ii) place no further orders or subcontracts for the performance of the Work; (iii) cooperate in good faith with the COURT, and as the COURT directs, cancel or assign to the COURT any orders or subcontracts in place with the Contractor which relate to the Contractor's performance of its obligations hereunder; (iv) take such action as may be necessary or as directed by the COURT to preserve and protect any Work, including work products and any property related to this Contract in the possession of the Contractor in which the COURT has an interest; (v) continue performance under this Contract of any Work not terminated; and (vi) take any other steps required by the COURT.
- iv. Termination of this Contract shall not affect the right and obligations of the parties which arose prior to any such termination (unless otherwise expressly provided herein) and

such rights and obligations shall survive any termination. The COURT shall incur no liability for termination except as provided under this provision.

7. Permits, Laws, and Regulations

Contractor shall observe and comply with all applicable laws, rules, and regulations affecting the Work under this Contract. Contractor shall obtain and keep in full force and effect during the term of this Contract all permits and licenses necessary to accomplish the Work contemplated in this Contract

8. Dispute Resolution

Any dispute arising under the terms of this Contract that is not resolved within twenty (20) business days by the Contractor and COURT representatives normally responsible for administration of this Contract shall, by Notice of either party, be brought to the attention of the Executive Officer (or designated representative) of each organization for resolution. The parties agree that all disputes arising out of or relating to this Contract that are not resolved within twenty (20) business days of submittal to the Executive Officers (or designated representatives) shall be submitted to mediation prior to any party initiating an action in court. All fees associated with the mediation shall be borne equally by the parties and each party shall be responsible for its own attorney fees and costs. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform if such delay or failure is caused by a Force Majeure event. The party claiming the Force Majeure event shall immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event and its expected impact on schedule. The Contractor shall not have the right to additional payment for costs incurred as a result of a Force Majeure event.

10. Covenant Against Gratuities

The Contractor represents by signing this Contract that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the COURT with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation, the COURT has the right to terminate the Contract for cause, either in whole or in part, and any loss or damage sustained by the COURT in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the COURT provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

11. Conflicts

The Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree, with the performance of the work and services provided under this Contract.

12. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the **Fair Employment and Housing Act, California Government Code, Sections 12990 et seq.**, and the applicable regulations promulgated under **California Code of Regulations, title 2, Sections 7285 et seq.** The applicable regulations of the **Fair Employment and Housing Commission** implementing **California Government Code, Section 12990**, set forth in **chapter 5 of division 4 of title 2 of the California Code of Regulations**, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

13. Agreement Made in California; Venue

The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Fresno County.

14. Contract Construction

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

15. Severability

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by applicable state or federal law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Contract shall not effect the validity of the remainder of this Contract.

16. Waiver of Rights

Any action or inaction by the COURT or failure of the COURT on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the COURT of its rights under the Contract and will not prevent the COURT from enforcing such provisions or rights on any future occasion.

17. Survival

Terms which shall survive any termination or expiration of this Contract include, but are not limited to, Indemnification, Warranties, Confidentiality, Infringement Protection, Limitation of Liability, Audit Rights and Retention of Records, Proprietary Rights, and Assignment.

18. Prior Work

Work performed by Contractor pursuant to the COURT's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

19. Signature Authority

The parties signing this Contract certify that they have proper authorization to do so.

20. Entire Agreement

This Contract constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

END OF EXHIBIT

END OF CONTRACT TERMS AND CONDIITONS

ATTACHMENT B  
LOCATIONS

Locations Where Product or Service Will be Provided

**New Location:**

*Court of Appeal – Fifth Appellate District  
2424 Ventura Street  
Fresno, CA 93721*

**Current Location:**

*Court of Appeal – Fifth Appellate District  
2525 Capital Street  
Fresno, CA 93721*

**ATTACHMENT C  
VENDOR CERTIFICATION FORM**

**I certify that neither \_\_\_\_\_ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.**

**I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**VENDOR CERTIFICATION FORM (CONTINUED)**

**List of all Contracts with Government or Commercial Customers  
during the Five Years preceding Submission of this Proposal**



**ATTACHMENT D  
PRICING SHEETS**

## 5DC VOIP RFP Hardware and Software Requirements Attachment E

### Unified IP Phones

<u>Instrument Usage Classification</u>	<u>Functional Requirements</u>	<u>Amount</u>	<u>Recommended Model</u>	<u>Cost</u>
<b><u>Justices, Administrative Staff</u></b>	<p><b><u>Unified IP Phone:</u></b> 10+ lines; high-resolution color touch-screen display; Gigabit Ethernet enhanced; dynamic (scalable); hands-free (full-duplex) speakerphone; IEEE 802.3af (POE) and local power supply connection; LDAPv3 integration; multi-protocol standards compliant</p>	<b>17</b>		
	<p><b><u>Wireless IP Phone:</u></b></p> <p>Standard Wireless Access Protocol (802.11b), Direct Sequence with Dynamic Rate Scaling at 1, 2, 5.5, and 11 Mbps; Security Protocols - WEP, WPA, TKIP, PSK ; 500-1000 ft (15-300m) range</p> <p>Automatic IEEE 802.1q (VLAN) configuration</p>	<b>17</b>		
<b><u>Judicial Assistants and Secretaries</u></b>	<p><b><u>Unified IP Phone:</u></b> 2+ lines; high-resolution grayscale pixel-based LCD Display</p> <p>Monitoring capability for up to 9 additional lines (secretary/manager scenario)</p> <p>Speakerphone (full-duplex)</p>	<b>18</b>		

<p>High volume user; primary answering position for a particular chamber</p>	<p>LDAPv3 integration; multi-protocol standards compliant IEEE 802.3af (POE) and local power supply connection;</p>			
<p><b><u>Clerk’s Office Staff</u></b>  High volume user; primary answering position for COURT</p>	<p><b><u>Unified IP Phone:</u></b> 10+ lines; high-resolution grayscale pixel-based LCD Display Hands-free (full-duplex) speakerphone; multi-protocol standards compliant IEEE 802.3af (POE) and local power supply connection;  Gigabit Ethernet enhanced; dynamic (scalable) LDAPv3 integration; multi-protocol standards compliant</p>	<p>22</p>		
<p><b><u>Attorneys and Common Area Phones</u></b>  Moderate volume and selective coverage position</p>	<p><b><u>Unified IP Phone:</u></b> 1+ lines; Graphical monochrome display multi-protocol standards compliant IEEE 802.3af (POE) and local power supply connection; LDAPv3 integration; multi-protocol standards compliant</p>	<p>72</p>		
<p><b><u>Conference Speakerphone</u></b> Low volume</p>	<p><b><u>Unified IP Conference Station:</u></b> Full-duplex operation; pixel based LCD display IP Based, 10/100 Ethernet switch port; standard business telephony features 360 degree room coverage</p>	<p>3</p>		

The above telephone instrument categories represent the telephone instrument requirements of the COURT users. Please recommend the telephone model you feel is best suited for each category. Indicate the model selected for each category and cost. functionality.

**Call Processing, Voicemail and Unified Messaging**

<b><u>Hardware/Software Classification</u></b>	<b><u>Functional Requirements</u></b>	<b><u>Amount</u></b>	<b><u>Recommended Model</u></b>	<b><u>Cost</u></b>
<b><u>Call Processing</u></b>	<p>Centralized Call Managing and Call processing software on a server platform                      Must be scalable, distributable, and highly available                      Distributed call processing for up to 7,500 IP Phones                      Management of voice between IP phones, media processing devices</p> <p>VoIP gateways to the PSTN and multimedia applications                      Must integrate with Voicemail, Unified Messaging, Soft phone capability and provide voice provisioning and management tools including call attendant functionality                      Enhanced security, compatibility with current VoIP codec's and signaling protocols                      Licensing for 100 users</p>	<b>1</b>		
<b><u>Messaging</u></b>	<p><b><u>Unified Voice Messaging:</u></b> Message integration with Exchange Server 2003                      Server platform, Redundancy                      Integration with Call Processing product                      Licensing for 100 users</p>	<b>1</b>		

**Communication Infrastructure**

**Switching Architecture**

Single Supervisor switch with 2 (each) 48-prt 10/100 Power over Ethernet (PoE) modules, 1 (each) 6-port GBIC module

Dual Supervisors with (3) 48-port 10/100 Power of Ethernet (PoE) modules

**Integrated Services Router**

Court provided

**Analog Gateway**

IP analog on phone gateway

**Wireless Connection Device**

Wi-Fi (IEEE 802.11b) access points that work in conjunction with the call management platform

**Battery Backup Power**

Uninterrupted Power Supplies (UPS)

1		
2		
1		
2		
2		