

Interactive Voice Response System

Request for Quote

United States District Court Western District of Virginia

September 17, 2003

The United States District Court, Western District of Virginia, is seeking a commercially available, Interactive Voice Response System (IVR) available on a GSA schedule or contract, to be installed at 210 Franklin Road SW, Roanoke, Virginia. The solicitation includes hardware and software described in the statement of work.

Proposal Due Date: To be considered, an electronic proposal in Adobe Acrobat (PDF) format must be submitted and received by the court's email address listed below **no later than September 29, 2003, 9:00AM , Eastern Standard Time.**

Submit Proposals to:

Philip Graybeal,
IT Manager
and
Ken Harris
Contracting Officer (CO)

Email address: RFQ@vawd.uscourts.gov

Location Addresses:

Mailing address: U. S. District Court
Western District of Virginia
P. O. Box 1234
Roanoke, VA 24006-1234

Street address: U. S. District Court
Poff Federal Building
210 Franklin Rd SW, Room 308
Roanoke, Virginia 24011

All questions regarding this request for quote must be submitted in writing to the Email address listed above.

I. BACKGROUND INFORMATION

The U. S. District Court, Western District of Virginia (VAWD), has 7 divisional offices in the cities of Abingdon, Big Stone Gap, Charlottesville, Danville, Harrisonburg, Lynchburg and Roanoke. The District Court uses the Jury Management System (JMS) to maintain the information and status of each person selected for jury duty.

II. PURPOSE AND OBJECTIVE

The U. S. District Court, VAWD, is soliciting price quotes for an Interactive Voice Response Systems (IVR) that can interface with the District Court's Juror Management System (JMS, by AMS Government Systems) database that maintains jurors' notification information. The IVR will be installed in a court-provided Windows server and will extract and store the jurors' statuses from the JMS.

The IVR system must have the following capabilities:

- The system must be designed specifically for the use of juror maintenance.
- It must have the capability of being updated/maintained from any and all of the 7 division offices or other remote locations, either in a batch or manual mode.
- The system must be designed to be user friendly and be easily updated and maintained by users who may not be technically strong with computers.
- It must have the capability to incorporate the court's JMS juror unique identification code. It must interpret each juror's identification code from the input of DTMF telephones. The system shall authenticate the juror's identification code, retrieve the juror's status from data obtained from the JMS database, and relay the pertinent pre-recorded message or an ad-hoc message specially recorded by a court employee to the prospective juror.
- The system shall provide a minimum of three messages that can be modified as needed by the court. These messages shall have the capability to be delivered to any of the following: 1) The entire district, 2) A divisional office, 3) An entire panel, 4) A group of court-selected potential jurors, and 5) An individual potential juror.
- The system must be able to recognize answering machines or voice mail and leave messages.
- The system shall have the ability to relay messages to jurors from template messages with user configurable dates and times.
- The system must have the ability to call jurors with reminders of their reporting dates and times.

- The system must be able to schedule calls in advance.
- It must have the capability of producing client-server reports accessible from an Intel-based PC operating under a Microsoft Windows operating system. These reports must include an exception report that can be executed on demand and that can be configured to execute automatically, delivering the output via a Lotus Notes mail server to a configurable group of recipients.
- Must have an available, optional, Internet web access feature that can be added at any time to allow jurors to check their reporting instructions from the web, based on their unique identification code.

III. SCOPE

All implementation tasks shall follow a work plan established by the Contractor and approved by the Contracting Officer (CO). Visits to the court location and scheduling of meetings must be approved and coordinated with the CO. Each Contractor is invited to perform a pre-proposal site visit if desired.

A. HARDWARE AND SOFTWARE REQUIREMENTS

The Contractor shall provide the IVR hardware and software that will integrate with the court's UNIX-based JMS and telephone system. The court will provide a Microsoft Windows 2003 fileserver and SQL server, and an analog hunt group to meet the anticipated call volume requirements. The system shall be sized to accommodate a call volume of 300 calls within one hour.

Contractors shall provide any additional hardware or software to meet the stated purpose for this solicitation.

B. DOCUMENTATION REQUIREMENTS

The Contractor shall furnish all documentation, manuals, and guides related to the hardware and software furnished in response to this solicitation. This shall include any warranty information. All documentation shall be clear, accurate, and consistent with the system requirements. Any electronic documents shall be provided in Adobe PDF format. If a document cannot be provided using the PDF format, the Contractor must seek a format exception from the Contracting Officer (CO).

C. TRAINING

The Contractor shall provide all administrator and user training onsite necessary for the smooth implementation and operation of this application.

IV. DELIVERABLES

All to be determined due dates shall be established by the Government and must be mutually agreed to by the Contractor based on the project's schedule. Work products shall be submitted on or before the due dates specified or in accordance with the Contractor's approved work plan. The CO shall be notified immediately, in writing, of any unexpected delays in delivering products or services specified in the work plan, with an explanation and reason for the delay.

V. CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require coordination between the Government and the Contractor. In no event shall any understanding or agreement, modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the CO be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the CO.

VI. INVOICES

A. PROPER INVOICING

Invoices for supplies and/or services furnished under this contract shall be submitted to the CO. For any contract line items with monthly prices, invoices shall be submitted on a monthly basis, in arrears, unless otherwise authorized by the CO. For contract line items where supplies or services are ordered, invoices shall be submitted after delivery and acceptance of the items ordered.

Invoices should be addressed to:

Accounts Payables, U. S. District Court
Western District of Virginia
P. O. Box 1234
Roanoke, VA 24006-1234

ATTN: Accounts Payable

To constitute a proper invoice, the billing summary invoice must include the following information and/or attached documentation:

1. Name of the business concern and taxpayer identification number.
2. Period covered by invoice and invoice date.
3. Contract number and delivery order number or other authorization for delivery of property or services.
4. For each contract line item, general description of property delivered or services rendered, measured unit, and associated price. For level-of-effort tasking, this includes the name of the individual, dates, and scheduled hours worked.
5. Payment terms.
6. Amount billed
7. Any credits applied.
8. Amount due.
9. Name (where practicable), title, phone number, fax number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
10. Other substantiating documentation or information as required by this contract.

B. INSPECTION AND ACCEPTANCE (AOUSC 2001)

The CO may, at any time or place, inspect the services performed and the products, including any documents and reports. The CO may reject any services or products that do not meet the highest requirements of the contract, highest standards of the contract, and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

C. DISCLOSURE OF INFORMATION (AOUSC 1999)

1. Information made available to the Contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the CO. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General FAR 52.227-14(d)(1).
2. If public information is provided to the Contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the Contractor except

with the written permission of the CO. If the Contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the Contractor will consult with the CO regarding use of that information for other purposes.

3. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisonment up to ten years, or both.

D. INSURANCE

The Contractor shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:
Workman's Compensation and Employee's Liability Insurance - contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident shall be required.
Automobile General Liability Insurance - minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.

Comprehensive General Liability Insurance - minimum of \$500,000 for bodily injury per occurrence.

Upon request, the Contractor shall provide the following information to the CO: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the CO in writing of any material change, expiration, or cancellation of any of the

insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation is effective.

E. INDEMNIFICATION

1. Responsibility for Government Property

The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

2. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the government against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

The Contractor assumes full responsibility for the safeguarding of benefit plan funds and shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage to these funds arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the Contractor or subcontractor.

3. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance/bonds the Contractor may carry which provide for the indemnification of any loss or destruction of, or damages to, property or funds in the custody and care of the Contractor where such loss, destruction, or damage is to government property and/or government employees' funds. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to, government property, and/or government employees' funds, and upon the request of the CO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

4. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

F. CONTINUITY OF SERVICES (AOUSC DEC 1995)

1. The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (a) furnish phase-in training and (b) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
2. The Contractor shall, upon the CO's written notice, (a) furnish phase-in, phase-out services for up to 90 days after this contract expires and (b) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in

the plan, and shall be subject to the CO's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

3. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.
4. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

G. GOVERNMENT-CONTRACTOR RELATIONSHIPS (AOUSC 1992)

1. The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.
2. The Contractor and/or the Contractor's personnel under this contract shall not:
 - a. be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer;
 - b. be placed in a staff or policymaking position;
 - c. be placed in a position of command, supervision, administration, or control over government personnel or the personnel of other contractors, or become a part of the government organization;
 - d. be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.

3. Employee Relationship:

- a. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on the behalf of the Contractor, as directed by the Contractor's supervisory personnel, and in accordance with the contract terms and conditions.
- b. Rules, regulations, directions, and requirements issued by the agency under the agency's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

H. EXAMINATION OF RECORDS (AOUSC 1992)

The Contractor agrees that the Director of the Administrative Office of the United States Courts, or his/her designated representatives shall, until the expiration of three (3) years after the expiration of this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

The Contractor further agrees to include in all his/her subcontracts hereunder a provision to the effect that the Contractor agrees that the Director of the Administrative Office of the United States Courts or his/her designated representatives shall, until three (3) years after the expiration under the subcontract, have access to the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

I. NEWS RELEASES

No news release pertaining to this procurement shall be made without prior agency approval, as appropriate, and then only in conjunction with the CO.

J. SECURITY REQUIREMENTS

The Contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with AOUSC and courts' security requirements and the best commercial practices, without unnecessary delays or interference with the judiciary's mission or functions. The Government reserves the right to be the sole judge of the adequacy of the support provided and may require the Contractor to increase or replace the support resource(s) if deemed inadequate. Security investigations will be conducted for all personnel who will be on-site at the court location. Due to the sensitive nature of the information at the sites, all Contractor personnel must have no criminal records. **Upon award, the Contractor shall provide the names, dates of birth, and social security numbers for those personnel to the court.**

K. ACCEPTANCE/REJECTION OF DELIVERABLES

The Contractor shall submit all deliverables in draft form. The Government will review the deliverables for accuracy, quality, quantity, and completeness. The Government will provide to the Contractor written comments on draft deliverables. If the Government comments are extensive, the government may request that a second draft be submitted.

Upon receipt of the Government's comments, the Contractor shall have ten (10) working days to make any corrections, incorporate comments, if required, and deliver the final deliverable.

Determination of the acceptability of each final deliverable will be made by the Government. The Government will review and verify that all corrections have been made and comments, if any, are incorporated into the final deliverable. If acceptable, the Government will provide the Contractor with a notice of acceptance.

Acceptance or rejection of a contractor's submitted deliverable will be formally communicated by the CO. If a deliverable is rejected, the reason for such action will be clearly stated.

L. WITHHOLDING PAYMENT

If data specified to be delivered under this contract is not delivered within the time specified by this contract, the CO may, until such data is delivered and accepted by the Government, withhold payment to the Contractor of up to 30% of the total contract price. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without

deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

M. LATE PROPOSALS

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered.

N. USE OF THE U.S. COURTS' NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING

The Contractor agrees not to refer to awards from or contracts with the U.S. Courts in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the U.S. Courts or is superior to other products or services. The Contractor also agrees not to distribute or release any information that states or implies that the U.S. Courts endorses the Contractor's product or service.

VIII. PERIOD OF PERFORMANCE

The period of performance of this contract is from the date of contract award until 90 days after delivery of final product.

IX. PLACE OF PERFORMANCE

Work on this contract shall be performed at the United States District Court for the Western District of Virginia, 210 Franklin Road, Roanoke, VA, with possible travel to the District's other six offices: Abingdon, Big Stone Gap, Charlottesville, Danville, Harrisonburg, and Lynchburg.

X. REQUIREMENTS FOR TRAVEL

Any travel reimbursements shall be made in accordance with the Judiciary Travel Regulations. Travel associated with this contract must be approved in advance by the CO. The contract invoice shall include supporting documentation for the travel, such as receipts. All local travel is not reimbursable.

XI. TYPE OF CONTRACT

This contract shall be performed on a fixed-price basis.

XV. FORMAT AND CONTENT OF PROPOSALS

All proposals must be in writing, signed by a principal authorized to make a proposal, and valid for a period of ninety (90) days. There is no prescribed format or length for the proposal. However, the proposal must include sections outlining the technical approach for the tasks and a separate section providing the cost proposal.

A. TECHNICAL PROPOSAL

The technical proposal may be brief but must include the following areas and be developed based on the instructions below:

1. Technical approach and preliminary project management plan- A complete response that shows how the Contractor will comply with the requirements contained in the statement of work and describes the approach to accomplishing all work. Each requirement in the statement of work must be restated with the Contractor's response directly under it. Responses such as "I will comply" and "I understand" are not acceptable. The response shall include a complete discussion of the staffing requirements for the contract and shall include all administrative support and resources required, if applicable.

A preliminary project management plan, which includes a schedule and work breakdown for completion of the work, which lists each milestone, a description of each, and an estimated timetable/schedule for the tasks comprising the project (actual starting and ending dates to be determined later). The plan shall include information describing any warranty offered with the hardware and software provided.

2. Past contractual performance and relevant experience – A list of three references for which the Contractor has provided similar services to those specified in this statement of work, including any work performed for other federal courts or federal government agencies. The references must include the name of the organization, the name of the contact person, telephone number, and a brief synopsis of the work performed and type of systems involved. References from federal courts with system integration to JMS are preferred.

B. COST PROPOSAL

The cost proposal shall state a total, firm-fixed price for completion of the tasks identified in the statement of work. No other type of cost basis is acceptable. The cost proposal must include at a minimum:

1. Firm-fixed price for each task showing the price for all hardware and software proposed and, if applicable, the hourly rates for each proposed staff member with the estimated number of hours required to complete the tasks.
2. All proposed travel expenses identified as part of the total costs for completing the project. Approved travel rates (per diem and airfare) shall be based upon the Judiciary Travel Regulation (JTR).

C. ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

All (if any) assumptions, conditions, or exceptions with any of the contractual and cost/price terms and conditions of this statement of work must be submitted with the proposal. If not noted in the proposal, it will be assumed that the Contractor agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Contractor's proposal.

XVI. PROPOSAL EVALUATION AND AWARD SELECTION

Contractors' proposals will be evaluated subjectively based on a best value methodology with an emphasis on the technical and management excellence factors listed below. In evaluating the proposals, each factor will be assessed based on its value/capability to the judiciary and its risk.

Technical and Management Excellence Factors:

1. Technical approach and Project Management/Implementation Schedule.
2. Qualifications of Personnel.
3. Performance history/contractual performance of previous U. S. District Court, JMS integrated installations.
4. Supplied references of work.

The above factors are of equal importance. Cost will be factored in the selection at the conclusion of the technical evaluation.

Award will be made to the Contractor whose technically acceptable proposal is determined to offer the greatest value to the Government and/or offer the least risk. In determining value, the Government will consider the scores achieved for the technical and management excellence factors and the price. The Government will make an award based on the best value to the government,

which ultimately may not be the highest technically rated proposal or the lowest priced proposal.

Pursuant to FAR 15.306(a)(2), the Government hereby notifies the Contractors that it reserves the right to award a contract without discussions.

XVII. PROPOSAL DUE DATE

Proposals are due no later than September 29, 2004, 9:00AM eastern standard time. Offers will be subject to FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids."

GSA Contract Number and information must be included.

Submit the technical proposal and the cost proposal to:

Email address: RFQ@vawd.uscourts.gov

**Philip Graybeal
IT Manager
540-857-5139**

**Ken Harris,
Procurement Manager and Contracting Officer (CO)
540-857-5107**