SECTION B

Products/Services and Prices/Costs

The contractor shall provide the Western District of Washington a passive RFID chip-based inventory system. This includes recommendations for a RFID reader, RFID tags, and a customizable SQL-based inventory software package. Contractor will also provide staff training that would result in a successful implementation of the RFID system. This is specified in Section C, Description, Specification, Work Statement, at the total cost listed below.

Proposal Total Cost $ _____

[END OF SECTION B]

SECTION C

Description/Specifications/Statement of Work

C.1. Description

The Western District of Washington is looking toward RFID technology to meet the challenges of improving our multi-site inventory process. Our inventory requires the tracking of items such as furniture, computers, copiers, desk phones, etc. We are drawn to the flexibility of the technology and to the possible efficiencies in our regular physical sightings. We are interested in how this technology, predominantly used in supply chain management, can address our more simple requirements.

The Western District of Washington has a courthouse in Seattle (13 courtrooms and chambers) and Tacoma (6 courtrooms and chambers). Small divisional offices in Everett, Tukwila, and Vancouver will also fall within the inventory scope. Approximately 250 employees work in the offices covered by this inventory system in Western Washington.

We do not require the ability to track the real-time movement of particular pieces. Our goal is to gain efficiency in documenting the location of items during our regular physical inventories. Assets will move occasionally, but we are not expecting the RFID system to capture that real time movement. We hope to be able to create an inventory of each room, and when we use the RFID scanner, for the system to inform us what has been added or is missing from the original inventory of that room. We require a mobile solution in that we need hand held readers to scan as we conduct a physical inventory.

C.2. Scope of Work

Item 1 *Preliminary Consultation*

Vendor receiving the contract will first meet with key personnel to determine the needs of the federal court and determine if there are technological conflicts (e.g., possible interference with emergency broadcast equipment) or shortfalls in our existing technology array. This consultation process will help the vendor make appropriate recommendations for the following items.

Item 2 *RFID Tags*

We currently believe that passive RFID tags with at least an eight foot range will meet our needs. We are requesting an estimate based on each tag being able to store an identifying number (e.g., a UPC-style number) as well as location/descriptive information and a barcode as a backup in the event of a failed reading. We are currently aware of about 10,000 pieces that will be included in the next physical inventory.

Item 3 *Inventory Software*

We would like to purchase an inventory software package that uses a SQL Database that best utilizes RFID technology, requires minimal customization (customization must be supported by the software manufacturers to address future changes or problems), and is appropriately sized for the relatively small scope of our application. Provide a description and quotation of any licensing fees (e.g., one time, per user, per site, annual fee, etc.). The court must be able to access the software to make changes without requiring vendor support in the future. Vendors are required to design the back-end SQL database. The federal courts are not required to implement the requirements in Sarbanes-Oxley legislation.

Item 4 *RFID Reader*

Vendor to provide three RFID readers for passive RFID tags, including any necessary

chargers, printers, or other peripheral equipment to provide a fully functional system.

Item 5 *Implementation Consultation*
Once software has been developed and hardware has been procured, vendor will initiate and oversee the implementation of a complete physical inventory of our offices in Western Washington including training, hardware, software and troubleshooting. The US Courts will provide property, information technology, and temporary staff to aid in the process.

Item 6 *Guarantees*

Please include warranty and guarantee information for the products and services to be provided.

Item 7 *Discount*

Please include any government or other discounts applicable.

Contractor shall:

1. Perform work as assigned by court IT management
2. Perform requirements for tasks assigned
3. Meet with court personnel to determine need
4. Provide formal requirements document in accordance with court IT standards
5. Review requirements document with court operational and IT staff as required
6. Complete design phase
7. Prepare design as appropriate for the project
8. Review design with court IT personnel as required
9. Develop and fully test designed module or system
10. Utilize standards outlined by court IT staff
11. Fully test system prior to turning it over to court staff for further testing
12. Coordinate full user testing with court operational personnel
13. Implement new module/system developed
14. Comply with court change management procedures
15. Provide post implementation support
16. Provide 'break/fix' repair for any issues surfacing after implementation
17. Provide minor modifications as appropriate
18. Document system
19. Provide documentation in the format specified by court IT personnel
20. Provide system administrative training to IT staff

C.3. Skill Requirements

Vendor must have expert knowledge of RFID technology, inventory software, and property management practices.

C.4. Deliverables

PRELIMINARY CONSULTATION

Preliminary consultation will be considered complete when vendor has met with key court personnel and have provided the courts with a strategic plan that includes recommended hardware and software and an implementation timetable. We require that a summary analysis be provided in written form.

RFID TAGS

The RFID tag portion of the contract will be considered complete once the tags have been procured and received by the US Courts and significant testing has been completed to determine that the tags are meeting the requirements of our scope of work. We plan to print and encode the RFID tags on site. Even after encoded, we plan to print human-readable information as a backup way of finding and tracking assets.

INVENTORY SOFTWARE

The inventory software purchase will be considered complete once the product has been procured, installed, and enough testing has been completed to determine that the software is easily navigated and that the RFID readers and tags are uploading efficiently and accurately in the system and that the software generates reports that meet our basic audit requirements.

RFID READER

This portion of the contract will be complete once the readers and any associated peripherals required for a fully functional system are procured, received, and tested to determine that they are meeting the requirements of the scope of work – efficiently and accurately reading the RFID tags recommended.

IMPLEMENTATION CONSULTATION / LEAD

This portion of the contract will be complete once the initial physical inventory is complete and the RFID technology and new inventory software have been working properly and to the court's satisfaction for 30 days after completion of the initial inventory. The court must be able to add information to the database and program RFID tags without the help of the outside vendor. The determination of when we are comfortable with the system will be ours. We retain the right to have in-person meetings with the vendor as often as we require.

The Contractor shall furnish to the COTR a progress/status report on a bi-weekly basis in the format specified by the COTR (*e.g.,* e-mail, telephonically, written), to include work completed and worked planned for the next reporting period.

Appropriate documentation for projects, including formal analysis documents (requirements and design), technical and user documentation will be expected for each system/module assigned. Formats will be identified for the consultant.

Timelines for each project will be provided by the contractor and negotiated with the COTR

C.5. Place of Delivery and Timeline of Deliverables

All deliverables shall be submitted to the following COTR:

Ms. Mary McKenny, Director – Information Technology
Consolidated Information Technology
US District Court
700 Stewart Street
Seattle, WA 98101

The below is our proposed project plan timeline. Vendor must ensure that the technology and services that they propose can meet the timeline below, or propose revisions to the timeline in their response to the RFP with an explanation as to why the timeline would need to be adjusted.

July 10, 2008	Pre-RFP submission meetings between potential vendors and the US Courts are completed
July 14, 2008	Responses to RFP are due to the US Courts
July 15-25, 2008	Vendors provide demonstrations of proposed RFID technology in fully implemented environment (at a customer location or via demo)
July 28, 2008	US Courts to award the contract to vendor
August 8, 2008	Preliminary consultation will be complete, and a proposed plan of action will be given to the US Courts
August 15, 2008	US Courts will approve plan, or request alterations.
August 22, 2008	Inventory software, RFID reader, and RFID tags will be on order
September 12, 2008	Software will be customized for our application, readers and tags will be on hand, and physical inventory will start
October 10, 2008	Goal date to complete physical inventory.

C.6 Deliverable Acceptance

Acceptance of deliverables shall occur when a submitted deliverable meets the specified requirements identified at the commencement of each assigned module or project.

1.1. LOCATION FOR PERFORMANCE:

Main Information Technology and Property Management staff are located at 700 Stewart Street in Seattle, Washington. While we support off-site work, we cannot allow outside vendors remote access into our IT infrastructure. Any software development that needs to be conducted on a court server will need to be done in-house. The court will provide a workstation and access to the necessary systems on site at 700 Stewart Street in Seattle, WA. Vendor travel costs cannot be paid separately, and should be included in the proposal cost.

1.2. SOFTWARE CAPABILITY

We require that the inventory software be built on an industry-standard platform and that data be stored in a SQL database. Web-based technology may be the only way to maximize RFID inventories in our facilities. We require the database schema and/or programmer's API information so that the court can create applications that make use of the inventory system's data.

1.3. GOVERNMENT FURNISHED PROPERTY

Vendor must include in their proposal any hardware, software, or personnel support they will require for the successful implementation of a RFID inventory system.

1.4. CONTRACTOR FURNISHED MATERIAL

We anticipate that the vendor will act has wholesaler for the products required for the successful implementation of the RFID inventory system. But it is not required. Wholesaler or not, the price of the equipment and software should be included in the proposal.

1.5. MEETINGS

We anticipate that this project will be completed with a combination of conference calls, email communication, and on-site meetings. We reserve the right to require additional on-site meetings at any time.

1.6. TRAVEL AND PER DIEM REQUIREMENTS

If on-site meetings would require travel and per diem expenses for the vendor – vendor must budget for this expenditure and build the consulting fee bid accordingly. We are not able to provide extemporaneous travel and per diem funds to the vendor.

[END OF SECTION C]

SECTION D

Packaging and Marking

D.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

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

Clause Number	Clause Title	Date
2-45	Packaging and Marking	August 2004

[END OF SECTION D]

SECTION E

Inspection and Acceptance

E.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

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

Clause Number	Clause Title	Date
2-5B	Inspection of Services	January 2003

E.2 Acceptance

As specified in the statement of work.

[END OF SECTION E]

SECTION F

Deliveries or Performance

F.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

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http://www.uscourts.gov/procurement/procureindex.htm

Clause Number	Clause Title	Date
2-25A	Delivery Terms and Contractors Responsibilities	January 2003
2-60	Stop Work Order	January 2003
7-200	Judiciary Delay of Work	January 2003

F.2 Deliverables

Deliverables are due as specified in the statement of work.

F.3 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the COTR, by telephone, facsimile, or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.4 Waiver of Delivery Schedule

None of the following conditions shall be regarded as an extension, waiver, or abandonment of the delivery schedule, or a waiver of the Government's rights to terminate the contractor for default:

- Delay by the Government in terminating for default; or
- Acceptance of delinquent deliveries; or
- Acceptance or approval of deliverables submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

Any assistance rendered to the contractor on this contract, or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, such assistance, if rendered, shall not be considered as intention on the part of the Government to condone any delinquency.

F.5 Type of Contract

This is a time and materials type contract.

F.6 Period of Performance

The period of performance of this contract begins on the date of award and ends December 31, 2008.

[END OF SECTION F]

SECTION G

Contract Administration Data

G.1 JP3 7-1 Contract Administration (JAN 2003)

(a) The Contracting Officer and Contracting Officer's Technical Representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the Contracting Officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

Administrative Contracting Officer: Designated at contract award.

G.2 JP3 7-5 Contracting Officer's Technical Representative (JAN 2003)

(a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR, if appointed, may be assigned one or more of the following responsibilities:

(1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
(2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
(3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
(4) providing the contracting officer a written request and justification for changes;
(5) providing interpretations relative to the meaning of technical specification and technical advice relative to contracting officer's written approval; and
(6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

The COTR for this contract: Designated before Award.

G.3 JP3 7-10 Contractor Representative (JAN 2003)

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

Name:
Address:

Telephone:
Email:
Fax:

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

(end)

G.4 JP3 7-125 Invoices (JAN 2003)

(a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF26 or SF33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.

(b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.

(c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:

(1) name of business concern and such business's Taxpayer Identification Number;
(2) period(s) covered by invoice and invoice date;
(3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
(4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
(5) payment terms;
(6) total amount billed;
(7) a subtotal of any and all fees or credits applied to the invoice;
(8) an amount due (if any) or credit balance;
(9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
(10) other substantiating documentation or information as required by the purchase/ delivery/task order or contract;
(11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

G.5 Schedule for Invoice Payment

Invoices will be paid in arrears on a monthly basis.

[END OF SECTION G]

SECTION H

Special Contract Requirements

H.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

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

CLAUSE NUMBER	CLAUSE TITLE	DATE
1-1	Employment by the Government	January 2003
3-75	Limited Criminal Background Suitability Check	January 2003
7-55	Contractor Use of Judiciary Networks	January 2003

[END OF SECTION H]

SECTION I

Contract Clauses

I.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

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

CLAUSE NUMBER	CLAUSE TITLE	DATE
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities	January 2003
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy or Security Safeguards	January 2003
3-25	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	January 2003
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Government	January 2003
3-45	Anti-Kickback Procedures	January 2003
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	January 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	January 2003
3-105	Audit and Records - Negotiation	January 2003
3-120	Order of Precedence - Uniform Contract Format	January 2003
3-205	Protest After Award	January 2003
4-100	Price Reduction for Defective Cost or Pricing Data -Modifications	January 2003
6-20	Insurance - Work on a Government Installation	January 2003
6-30	Insurance	January 2003
6-40	Federal, State, and Local Taxes	January 2003
7-15	Observance of Regulations/Standards of Conduct	January 2003
7-20	Security Requirements	January 2003

7-25	Indemnification (Judiciary Property)	August 2004
7-30	Public Use of the Name of the Federal Judiciary	January 2003
7-35	Disclosure or Use of Information	August 2004
7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest	January 2003
7-135	Payments	January 2003
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-175	Assignment of Claims	January 2003
7-185	Changes	January 2003
7-205	Payment for Judiciary Holidays	January 2004
7-210	Payment for Emergency Closures	August 2004
7-215	Notification of Ownership Changes	January 2003
7-223	Termination for Convenience of the Judiciary (Short Form)	August 2004
7-225	Termination (cost reimbursement)	August 2003
7-235	Disputes	January 2003

I.2 JP3 Clause 2-65, Key Personnel (AUG 2004)

(a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:

(1) All substitutes shall have qualifications at least equal to those of the person being replaced.

(2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.

(3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.

(4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform

the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
- (a) name of person;
- (b) functional responsibility;
- (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- (d) citizenship status;
- (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
- (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

The following individuals are designated as key personnel under this contract:

All contractor personnel accepted for this contract.

(end)

I.3 JP3 Clause 6-60, Rights in Data - General (AUG 2004)

(a) The government has unlimited rights in:
- (1) technical data first produced in the performance of this contract (except to the extent that they constitute minor modifications of data that are limited rights data);
- (2) form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data shall be delivered with unlimited rights;
- (3) technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (4) all other technical data delivered under this contract, unless provided otherwise.

(b) The contractor shall have the right to:
- (1) use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless otherwise provided in this clause or expressly set forth in this contract;

(2) the contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contains restrictive markings, the contractor shall treat the data in accordance with such markings, unless otherwise specifically authorized in writing by the contracting officer.

(c) *Copyright*

(1) *Data first produced in the performance of this contract* Unless otherwise provided, the contractor may establish, without prior approval of the contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or other similar works. The prior, express, written permission of the contracting officer is required to establish claim to copyright in all other data first produced in the performance of this contract. When claim to copyright is made, the contractor shall affix the applicable copyright notices and acknowledgment of government sponsorship (including contract number) to the data when such data are delivered to the government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, the contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the government.

(2) *Data not first produced in the performance of this contract* The contractor shall not, without prior written permission of the contracting officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains a copyright notice, unless the contractor identifies such data to the judiciary and grants to the judiciary, or acquires on its behalf, a license to reproduce, prepare derivative works, distribute copies to the public, and display and perform publicly, by or on behalf of the government.

(d) *Unauthorized Marking of Data*

(1) If any technical data delivered under this contract are marked with the notice specified in paragraph (f) below and the use of such a notice is not authorized by this clause, or if the data has any unauthorized restrictive markings, the contracting officer may at any time either return the data or cancel the markings. The contracting officer shall afford the contractor 30 days to provide a written justification to substantiate the propriety of the markings. Failure to timely respond may result in the cancellation of the markings.

(e) *Omitted or Incorrect Markings*

(1) Technical data delivered to the judiciary without limited rights notice authorized by paragraph (f) below, or the copyright notice required by paragraph (c) above, will be deemed to have been furnished with unlimited rights, and the judiciary assumes no liability for disclosure outside the judiciary. The contractor may request, within six months after delivery of the data, permission to have notices placed on qualifying data and the contracting officer may agree to do so if the contractor:

i) acknowledges that the judiciary has no liability with respect to the disclosure, use, or reproduction of any such data made before the addition of the notice.

ii) demonstrates that the omission of the notice was inadvertent; and

iii) establishes that the use of the proposed notice is authorized.

(f) *Protection of Limited Rights Data* When technical data are specified to be delivered under this contract and such data qualify as limited rights data, the contractor shall affix the following Limited Rights Notice to the data:

These technical data are submitted with limited rights under contract number . These data may be reproduced and used by the judiciary with the express limitation that they will not be used for purposes other than those specified herein: _____

This notice shall be marked on any reproduction of these data.

(g) *Protection of Restricted Computer Software* When restricted computer software are specified to be delivered under this contract and such software is determined to qualify as restricted computer software, the contractor shall affix the following notice to the data:

(1) This computer software is submitted with restricted rights under contract number _____. It may ___may not ____be used, reproduced, or disclosed by the judiciary except as provided in paragraph (2)of this Notice or as otherwise expressly stated in the contract.

(2) This computer software may be:

- (a) used or copied for use in or with the computer(s) for which it was acquired, including use at any judiciary installation to which such computer(s) may be transferred;
- (b) used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
- (c) reproduced for safekeeping (archives) or backup purposes;
- (d) modified, adapted, or combined with other computer software, *provided* that the modified, combined or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
- (e) disclosed to and reproduced for use by support service contractors, provided the judiciary makes such disclosure or reproduction subject to the same restricted rights; and
- (f) used or copied for use in or transferred to a replacement computer.

(3) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the judiciary, without disclosure prohibitions, with the minimum rights set forth in paragraph (2) of this clause.

(4) Any other rights or limitations regarding the use, duplication or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(5) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(end)

[END OF SECTION I]

SECTION J

List of Attachments

Attachment 1 - Solicitation Signature Page (Standard Form (SF) 33)

[END OF SECTION J]

SECTION K

Representations, Certifications, and Other Statements of Offerers

K.1 JP3 3-5 Taxpayer Identification (JAN 2003)

(a) *Definitions*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

_____

[ ] TIN has been applied for.

[ ] TIN is not required, because:_____

_____

[ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

[ ] sole proprietorship;

[ ] partnership;

[ ] corporate entity (not tax-exempt);

[ ] corporate entity (tax-exempt);

[ ] government entity (federal, state or local);

[ ] foreign government;

[ ] international organization per-26 CFR 1.6049-4;

[ ] other _____.

(f) *Common parent*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

K.2 JP3 3-15 Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

K.3 JP3 3-20 Certificate Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (JAN 2003)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.(2)"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4 JP3 3-30 Certificate of Independent Price Determination (JAN 2003)

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs((a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization)*;

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 JP 3-60 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)

(a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

(2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and

(3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold

shall certify and disclose accordingly.

(4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to a civil penalty of not less than $10,000, and not more than the judiciary's small purchase threshold, for each such failure.

K.6 JP3 3-130 Authorized Negotiators (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation *(offeror lists names, titles, telephone numbers, and email address of the authorized negotiators*).

_____

_____

_____

_____

[END OF SECTION K]

SECTION L

Instructions, Conditions, and Notices to Offerors

L.1 JP3 4-1 Type of Contract (JAN 2003)

The judiciary plans to award a best value type of contract under this solicitation and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.2 Proposal Due Date

Proposals in response to Solicitation USDC.2008.2559.2 are due by 5 p.m. (Pacific Time), July 14, 2008 at the following location:

Mark Farley
Contracting Officer (CO)
United States District Court
700 Stewart Street, Lobby Level
Seattle, WA 98101

L.3 Solicitation Questions

All questions relating to the solicitation are to be e-mailed to *mark_farley@wawd.uscourts.gov*.

Telephoned questions or inquiries will not be accepted.

L.4 Format and Instructions for Submitting Proposals

The Offeror's proposal shall provide all of the information requested below. Offerors are required to identify any teaming or subcontracting agreements to provide any products or services specified in the solicitation.

The Offeror shall furnish three (3) hard copies and one electronic copy of the proposal. The cost shall be provided in accordance with the pricing instructions in Section B. All part numbers for the proposed equipment must be clearly identified in the proposal.

Proposal Content:

- ❑ Cover letter and signed Standard Form 33 - Blocks 13, 14, 15, 16, and 18 of Standard Form 33 are to be completed by the Offeror. Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. In the offeror's cover letter, include any and all assumptions, conditions, or exceptions as they relate to the solicitation or proposal. If none are taken specify so;
- ❑ Price (1) A total cost to perform all work specified in Section C of the solicitation;
- ❑ Completed Solicitation Section K;
- ❑ A letter detailing any and all assumptions, conditions, or exceptions taken to the solicitation or proposal. If none are taken, specify so.
- ❑ Brief description of offeror.
- ❑ Experience - The Offeror's experience providing similar products as that identified in the statement of work. The offeror shall provide descriptions of three previous projects/contracts performed within five

years of proposal submission. The offeror shall demonstrate that these projects/contracts were/are for similar services in size, scope, and complexity to the services described in this Statement of Work. The following information shall be submitted for each previous or current project:

- Name of project;
- Contract Number/Project Number;
- Name, addresses, and phone number of customer;
- Offerors role (prime contractor, subcontractor);
- Original delivery schedule and final, or projected final, delivery schedule;
- Any significant issues or problems that arose during the performance of the contract and an explanation of your company's solution to each;
- Detailed description of work, service performed.

Project/contract information to be evaluated for past performance shall have been performed by the Offeror as the prime contractor or as a subcontractor.

It is the Offeror's responsibility to provide accurate and complete past performance information. In addition to the data provided by the Offeror, independent data obtained by the Judiciary may also be used to evaluate past performance. This may include information available through Dun & Bradstreet or other sources.

- ❑ Personnel Qualifications - Resume(s) detailing the qualifications of the individual(s) (education and experience) proposed to satisfy the requirements of the statement of work.
- ❑ The Offeror must clearly describe in technical detail its proposed solution and/or compliance for each paragraph and subparagraph of this solicitation. The Offeror is encouraged to reference each requirement by paragraph number and heading followed by the detailed response to the requirement. A statement of compliance without the detailed description of how compliance will be met will not be considered sufficient evidence of meeting the requirement.
- ❑ The Offeror must provide brochures, technical manuals, and other information which details information on all components of the proposed systems. including:
  (1) RFID Reader(s)
  (2) RFID Tags
  (3) RFID Tag Printer
  (4) Other proposed equipment
- ❑ All part numbers of the proposed equipment must be clearly identified in the accompanying literature to correspond with the part numbers provided in the cost proposal.
- ❑ The Offeror must submit an implementation plan including the technical and management approach for installing and implementing the systems. The implementation plan must include, but is not limited to:
  - Responsibilities of the Court to prepare the premises and facilities for installation of the complete system.
  - Complete, detailed, acceptance test plan that includes testing of all proposed equipment;
  - Proposed training plan explaining how the contractor will comply with the training requirements and any exceptions proposed.
- ❑ The Offeror shall submit a minimum of three (3) references for projects of similar size and scope. The Offeror must include a brief summary of the work performed, dollar value, reference point of contact and telephone number. References for other federal court organizations are preferred. (Offerors are advised to verify points of contact and telephones are currently valid prior to submission.)
- ❑ The Offeror must describe in detail the maintenance and support resources available in the Seattle and Tacoma, Washington area to support this installation. The Offeror must also provide information on their

first-year warranty, extended warranty, and/or follow-on maintenance programs.

- ❑ The Offeror must submit the names, titles and roles of key personnel, including the project manager(s) and training personnel for each person assigned to this project.

L.5 Proposal Costs

Proposal costs will not be reimbursed by the judiciary.

L.6 JP3 Provision 3-210, Protests (Aug 2004)

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the US District Court are 8:00 a.m. to 5:00 p.m., pacific time. Time for filing a document expires at 5:00 p.m., pacific time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

(i) name, address, and fax and telephone numbers of the protester or its representative;

(ii) solicitation or contract number;

(iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;

(iv) copies of relevant documents;

(v) request for a ruling by the judiciary;

(vi) statement as to the form of relief requested;

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and

(viii) all information establishing the timeliness of the protest.

(c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Simon Martin, Contracting Officer, US District Court, 700 Stewart Street, Lobby Level, Seattle, WA 98101.

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.7 JP3 B-1 Solicitation Provisions Incorporated by Reference (Aug 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.uscourts.gov/procurement/procureindex.htm

PROVISION NUMBER	CLAUSE TITLE	DATE
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	January 2003
3-80	Submission of Offers	January 2003
3-85	Explanation to Prospective Offerors	August 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	January 2003
3-95	Preparation of Offers	January 2003
3-100	Instructions to Offerors - Alternate 1	January 2003
3-125	Acknowledgment of Solicitation Amendments	January 2003
7-60	Judiciary Furnished Property or Services	January 2003

[END OF SECTION L]

SECTION M

Evaluation and Award

M.1. Evaluation of Proposals

A. Technical Excellence Evaluation

Proposals will first be evaluated on a pass/fail basis to determine compliance with the statement of work. Passing proposals will be further evaluated to determine the offer representing the best value to the Government. The proposal selected for contract award, if any, will be the one determined to offer the greatest value to the Government. In determining value, the Government will consider the following technical excellence criteria, which are listed in their relative order of importance, as follows:

(1) Inventory Software Application
(2) Implementation Plan
(3) Past Performance
(4) Maintenance/Support
(5) Technical Staffing
(6) Demonstration results / ease of use, user interface, ease of set up

In addition, the Government will consider the costs of all hardware and software elements as well as costs associated with implementation of the RFID system, including any consulting fees. All pricing elements should be broken out in the following categories: hardware, software, implementation, and consulting.

The evaluation assessment of items 1 through 5 will be depicted in an adjectival and narrative manner. Each criteria will receive one of the following scores:

a. Excellent
b. Good
c. Marginal
d. Poor

Although technical is more important than cost, as proposals become more technically equal, cost becomes more important.

Award will be made to the single, responsible Offeror whose technically acceptable proposal is determined to offer the greatest overall value to the Government, which ultimately may not be the highest technically rated proposal or the lowest-priced proposal. The Government will determine, based on an integrated assessment of all eligible proposals, the proposal that offers the best overall value to the Government, price and other factors considered.

Overall value will be determined by comparing differences in the offeror's proposals revealed by the technical evaluation with differences in the Offeror's prices. In making this comparison, the Government is more interested in obtaining more technical expertise than with making an award to the Offeror who provides the lowest overall price to the Government. However, if the technical proposals are determined to be of essentially equivalent value, the evaluated price may become the determining factor for award. Trade-off analysis of technical strengths versus price will be conducted to determine the best value.

Proposals will be rated for technical excellence based upon the evaluation factors listed below (each being of equal importance):

M.2 Award Selection

The District Court intends to award one contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the best overall value, given the outcome of the judiciary's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the judiciary will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the judiciary's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

Technical evaluation factors are in descending order of importance. The District Court may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value. The District Court may make award on initial proposal submission or establish a competitive range with those offerors determined to have a reasonable chance of winning award. Discussions/negotiations will be conducted with all offerors in the competitive range.

M.3 JP3 B-1 Solicitation Provisions Incorporated by Reference (JAN 2003)

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

PROVISION NUMBER	CLAUSE TITLE	DATE
3-70	Determination of Responsibility	January 2003

[END OF SECTION M]