

SECTION A

Solicitation/Contract Form

SECTION B

Products/Services and Prices/Costs

The contractor shall provide comprehensive mailing services for juror questionnaires and summonses for the District of Arizona.

First Year (i.e., Base Year)

Proposal Monthly Cost \$ _____

Proposal Total Annual Cost \$ _____

Per Item Cost \$ _____

First Option Year (i.e., Second Year)

Proposal Monthly Cost \$ _____

Proposal Total Annual Cost \$ _____

Per Item Cost \$ _____

Second Option Year (i.e., Third Year)

Proposal Monthly Cost \$ _____

Proposal Total Annual Cost \$ _____

Per Item Cost \$ _____

Third Option Year (i.e., Fourth Year)

Proposal Monthly Cost \$ _____

Proposal Total Annual Cost \$ _____

Per Item Cost \$ _____

Fourth Option Year (i.e., Fifth Year)

Proposal Monthly Cost \$ _____

Proposal Total Annual Cost \$ _____

Per Item Cost \$ _____

Check one:

- Costs quoted on previous page include ALL costs and allow for future U.S. Postal Service increases.**

- Costs quoted on previous page DO NOT allow for future U.S. Postal Service increases. The costs quoted above would be increased by the exact amount of any U.S. Postal Service increase. Specifically, if the postage rate increased from 42 cents per item under one ounce to 45 cents per item under one ounce the per item cost would increase by 3 cents.**

Other: _____

[END OF SECTION B]

SECTION C

Description/Specifications/Statement of Work

C.1. Description

The District of Arizona would like to use an outside processing and mailing service for the final printing, sorting, collating, folding, stuffing and mailing of the juror qualification questionnaires and summonses along with an informational letter and return envelope. The U.S. District Court in Arizona mails approximately **142,040** juror questionnaires annually. These questionnaires are sent out based on the geographical location of the three divisional offices of the Court. These divisional offices are located in Phoenix, Tucson, and Prescott.

Each mailing will consist of the following items, which the U.S. District Court in Arizona will provide:

- JUROR QUALIFICATION QUESTIONNAIRE
- SUMMONSES FOR JURY SERVICE
- INFORMATIONAL LETTER - (PROVIDED IN ELECTRONIC FORM)
- NUMBER 9 RETURN ENVELOPE
- NUMBER 10 MAILING WINDOW ENVELOPE

The U.S. District Court in Arizona summons jurors on a weekly basis for two divisional offices and monthly for one divisional office. There are three divisional offices: Phoenix, Prescott, and Tucson. Return envelopes are addressed to each divisional office and must be kept separate to be identified and used for the correct mailing. Pre-printed juror questionnaire and summons forms along with an informational letter will also be provided to the contractor for each mailing.

C.2. Scope of Work

The contractor will complete the following tasks:

Item 1 *Notification*

Contractor shall receive notification from the U.S. District Court in Arizona that there is a need for a jury mailing. *{Seven weeks notice is generally provided for the weekly jury mailings. For example, notification and information for a December 1, 2008, mailing would be provided on or about October 13, 2008.}* Notification shall be made via a telephone call and an immediate E-mail message to a contractor representative to complete the order. The ordered mailing must be completed within 72 hours of notification. Notification is defined as the date and time of the sent E-mail notification. The 72 hour timeline includes all weekends and holidays.

Item 2 *Confirmation of Notification*

Absent receipt of a delivery failure notice, all outgoing E-mail notifications from the U.S. District Court in Arizona will be considered "delivered" as of one

hour following the time of day on the date the message was sent. A confirmation message in response is preferred, but absence of such response will not affect the date and time of official notification, which is one hour from the time of day sent by court personnel as recorded by the court's electronic mail system. As noted in Item #1 above, the ordered mailing must be completed within 72 hours of the notification (i.e., from the date and time the E-mail notification was sent – not received. Further the 72 hour timeline includes all weekends and holidays.)

Item 3 *Data Retrieval*

Contractor shall retrieve the needed data (i.e., juror name and mailing address) via Internet access from the U.S. District Court in Arizona in .pdf **or .txt** format. *{The U.S. District Court in Arizona would provide the contractor with a password to be able to log on to a secured server to download the data. The data would remain encrypted during the downloading process so no one can intercept it. The U.S. District Court in Arizona will provide the contractor with a password or key to access the data for printing.}*

Note: The mailing address will only provide a five digit zip code.

Item 4 *Printing*

Contractor shall print the jurors' names and relevant information on the juror questionnaires and summonses based upon the electronic information provided by the U.S. District Court in Arizona for each mailing. Contractor shall also print the information letters for each divisional office for inclusion with the corresponding juror questionnaire and summons. As previously noted, notification for each mailing is generally provided seven weeks prior to the week/month of jury service.

Item 5 *Collating Informational Letters, Summonses, and Questionnaires*

Contractor shall collate the properly printed juror qualification questionnaire and the summons with the informational letter.

Item 6 *Folding*

Contractor shall fold the juror qualification questionnaire, summons, and informational letter. These forms must be tri-folded.

Item 7 *Collating with Envelopes/Mailing Materials*

Contractor shall collate the tri-folded questionnaire, summons, and letter with the #9 return envelope.

Item 8 *Inserting Collated Documents Into #10 Window Envelope*

Contractor shall insert the collated documents (i.e., the questionnaire, summons, and letter) with the #9 return envelope into the #10 window envelope.

Item 9 *Conducting Quality Assurance*

Contractor shall conduct quality assurance procedures throughout the process to ensure each #10 envelope contains a personalized informational letter, juror qualification questionnaire and summons addressed to the same person.

- Item 10 *Sealing the #10 Envelope for Mailing*
Upon verification of mailing contents, contractor shall seal the #10 window envelope for mailing.
- Item 11 *Sorting and Completing Mail Preparation*
Contractor shall complete any final sorting required for mail preparation.
- Item 12 *Metering Each Piece of Mail*
Contractor shall meter each piece of mail. **The contractor shall provide postage (i.e., pay for all postage costs).**
- Item 13 *Mailing*
Contractor shall mail each completed #10 envelope by delivering items to the U.S. Postal Service for delivery to the addressees.
- Item 14 *Maintaining Security and Confidentiality*
The mailing lists and all data provided to the contractor are to be held in confidence and not released or used for any other purpose except for the purpose herein stated. Upon award, contractor must sign a confidentiality agreement with the U.S. District Court in Arizona. Please see Attachment B for required confidentiality agreement. Additionally, all supplies provided (i.e., juror summons forms, juror questionnaires, and envelopes) are to be securely stored and access to this storage area should only be allowed to authorized personnel.
- Item 15 *Discount*
Please include any government or other discounts applicable.

Supplies/Materials:

The U.S. District Court in Arizona will provide the following supplies:

- Juror Qualification Questionnaire
- Summons for Jury Service
- Number 9 Return Envelope
- Number 10 Mailing Window Envelope

The U.S. District Court in Arizona will also provide the following information or access to information:

- Data file with the jurors' names and mailing addresses available via Internet access from the U.S. District Court in Arizona in .pdf **or .txt** format. **(Note: The mailing address will only include a five digit zip code.)** The U.S. District Court in Arizona would provide the contractor with a password to be able to log on to a secured server to download the data. The data would remain encrypted during the downloading process so no one can intercept it. The U.S. District Court in Arizona will provide the contractor with a password or key to access the data for printing.

- Electronic version of information letter.

The U.S. District Court in Arizona will **NOT** provide the following supplies or materials:

- Copy paper for the information letters
- Software or hardware necessary to access the Internet and/or retrieve data in .pdf **or** .txt format or retrieve any other data files.
- Software or hardware necessary to successfully complete the printing, sorting, collating, folding, stuffing and mailing of the juror qualification questionnaire and summons along with an informational letter and return envelope.

Storage Capability:

The U.S. District Court will purchase and provide the juror qualification questionnaires, summonses, #9 return envelopes, and #10 window mailing envelopes necessary to complete the mailings. **The contractor must have available secured storage space to maintain these supplies. It is estimated that 265 cubic square feet of storage space is needed to maintain these supplies.** For example, the U.S. District Court in Arizona will purchase the #9 and #10 envelopes in bulk and have them shipped directly to the contractor. The contractor will need to be able to accept/receive shipments and securely store these envelopes until needed. Additionally, as previously noted, the envelopes are addressed to each divisional office (there are three divisional offices) and will need to be kept separate to ensure the appropriate envelopes are used. The pre-printed juror questionnaire and summons forms will also be shipped to the contractor for storage since the contractor will be completing the final printing of the jurors' information on these forms.

Secured storage space is defined as a locked storage room with access limited to authorized employees of the contractor. The Contracting Officer and/or COTR for the U.S. District Court in Arizona will have the right to inspect the premises at any time to ensure the provided supplies, specifically, the juror qualification questionnaires, summons, #9 return envelopes, and #10 window mailing envelopes, are adequate secured and access is limited to only authorized individuals.

If any of the supplies provided by the U.S. District Court in Arizona (i.e., the juror qualification questionnaires, summons, #9 return envelopes, and #10 window mailing envelopes) were to be lost or stolen, the contractor must immediately report the loss or theft to the Contracting Officer and/or COTR. (Immediate report is defined as a telephone call with a follow-up E-mail message documenting the occurrence and circumstances within 24 hours of the discovered theft or loss.)

Jury Process Information

The U.S. District Court in Arizona currently operates a one appearance/one trial jury system. Jurors are on call for one week for Phoenix and Tucson and one month for Prescott or until they make one appearance at the courthouse. Juror mailings are done on a weekly basis, approximately seven weeks prior to the week/month the juror is on call.

Quantity

The U.S. District Court in Arizona is currently summoning the following number of jurors each month:

| | <u>Weekly</u> | <u>Monthly</u> |
|----------------------------|---------------|----------------|
| Phoenix Divisional Office | 850 | - 0 - |
| Prescott Divisional Office | - 0 - | 1,500 |
| Tucson Divisional Office | 850 | - 0 - |

A second mailing is conducted for each weekly/monthly mailing for each division office. This mailing consists of jurors who have not responded to the initial questionnaire by a certain date. This number will vary each month, but the following is an estimate for each week/month:

| | <u>Odd Months</u> | <u>Even Months</u> |
|----------------------------|-------------------|--------------------|
| Phoenix Divisional Office | 285 | - 0 - |
| Prescott Divisional Office | - 0 - | 500 |
| Tucson Divisional Office | 285 | - 0 - |

As a result, there are approximately **232 initial and second monthly mailings completed that include approximately 142,040 jurors summonsed each year.** In addition to these mailings, there may be a need to mail out additional questionnaires and summonses for high profile or special trials. These mailings are done on an as needed basis.

Location of Performance

Work shall be performed at the contractor's site.

Special Requirements

The mailing lists and all data provided to the contractor are to be held in confidence and not released or used for any other purpose except for the purpose herein stated. Upon award, contractor must sign a confidentiality agreement with the U.S. District Court in Arizona. Please see Attachment B for required confidentiality agreement.

The contractor must maintain and store all data files in an encrypted format for security purposes (i.e., in the event that hardware was compromised or stolen). The contractor must remove all encrypted files from their computers, including recycling bins, once the certification of completion of the mailing is sent to the U.S. District Court in Arizona.

C.3. Skill Requirements

Contractor must have expert knowledge of printing and mailing services.

C.4. Deliverables

Timelines for each mailing will be provided by the COTR.

C.5. Place of Delivery and Timeline of Deliverables

All deliverables shall be submitted to the following COTR:

Ms. Ana Baca
Jury Administrator
401 W. Washington, SPC 2
Phoenix, AZ 85003-7270

Phone: (602) 322-7270
E-mail: ana_baca@azd.uscourts.gov

Ms. Baca and/or her designee will serve as the COTR (Contracting Officer's Technical Representative) for this award and any subsequent contract award.

[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)

This procurement incorporates one or more clauses by reference, with 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 |
|---------------|---|--------------|
| 2-25A | 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 fixed price contract.

F.6 Period of Performance

The period of performance of this contract begins on the date of contract award and continues for a period of 12 months with four (4) one-year option periods to be exercised at the option of the government and **subject to funding availability**. Under no circumstances may the period of performance extend more than five years.

[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 |

JP3 Provision 3-75, Limited Criminal Background Suitability Check

Limited Criminal Background Suitability Check (JAN 2003)

All vendor employees working on-site at court facilities will be required to complete GSA Form 176, Statement of Personal History, in order that a limited criminal background suitability check may be performed. No vendor employee will be granted access for work at court facilities if they have been convicted of a felony without the specific approval of the Clerk.

[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 |
| 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 | 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 |
| 7-220 | Judiciary Delay of Work | January 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:

Project Director.

(end)

I.3 AOUSC 2008

52.227-14 Rights in Data—General.

As prescribed in [27.409\(b\)\(1\)](#), insert the following clause with any appropriate alternates:

RIGHTS IN DATA—GENERAL (DEC 2007)

(a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) 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
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) 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 provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright 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 similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, 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. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the 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 unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified

in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting

Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

Alternate IV (Dec 2007). As prescribed in [27.409\(b\)\(5\)](#), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) *Copyright—(1) Data first produced in the performance of the contract*. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an 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 data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

Alternate V (Dec 2007). As prescribed in [27.409\(b\)\(6\)](#), add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(end)

I.4 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

[END OF SECTION I]

SECTION J

List of Attachments

Attachment 1 – Confidentiality Agreement

Confidentiality Agreement

The contractor, INSERT CONTRACTOR NAME, agrees that while providing mail services to the U.S. District Court in Arizona to assume responsibility for protecting the confidentiality of judiciary records. Such information may include, but is not limited to, juror names, juror addresses, juror numbers and court case information. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer 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 their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

Signature

Date

Printed Name

Company

[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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JAN 2003) JP3 B-1

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 must be completed by the offeror and submitted with its quotation 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 quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:
<http://www.uscourts.gov/procurement/clauses.htm>

| <u>PROVISION NUMBER</u> | <u>CLAUSE TITLE</u> | <u>DATE</u> |
|-------------------------|--|-------------|
| 3-10 | Contractor Identification Number - Data Universal Numbering System (DUNS) Number | (JAN 2003) |
| 3-80 | Submission of Offers | (JAN 2003) |
| 3-85 | Explanation to Prospective Offerors | (AUG 2004) |
| 3-90 | Late Submission, Modifications and Withdrawal of Offers | (JAN 2003) |
| 3-95 | Preparation of Offers | (JAN 2003) |
| 3-100 | Instructions to Offerors | (JAN 2003) |
| 3-125 | Acknowledgement of Solicitation Amendments | (JAN 2003) |
| 7-60 | Judiciary Furnished Property or Services | (JAN 2003) |

L.2 PROTESTS (AUG 2004) JP3 3-210

- (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 offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or 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 Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern 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 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:

Rhonda Van Dyke, Contracting Officer
United States District Court - Arizona
401 W. Washington Street, Suite 150, SPC 5
Phoenix, AZ 85003
- (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.3 TYPE OF CONTRACT (JAN 2003) JP3 4-1

The judiciary plans to award a firm fixed-price 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.4 INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN **14** CALENDAR DAYS from date of issuance of the solicitation document.

All correspondence relating to the solicitation document shall be submitted to:

Rhonda Van Dyke, Contracting Officer
United States District Court – Arizona
401 W. Washington Street, Suite 150, SPC 5
Phoenix, AZ 85003
Email: rhonda_van_dyke@azd.uscourts.gov

L.5 FORMAT AND INSTRUCTIONS FOR PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.5.1 Proposal Instructions

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court, District of Arizona.

The Offeror shall furnish an original and four (4) copies of Volume I: Business Proposal and an original and five (5) copies of Volume II: Technical Proposal.

L.5.2 Proposal Format

The Offeror's proposal shall consist of two parts: (i) a Volume I: Business Proposal, and (ii) a Volume II: Technical Proposal. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

- **VOLUME I: BUSINESS PROPOSAL**
 - Part 1: Cover Sheet
 - Part 2: Section K, Representations and Certifications
 - Part 3: Assumptions, Conditions, or Exceptions
 - Part 4: Contract Pricing/Completed Section B

- **VOLUME II: TECHNICAL PROPOSAL**
 - Part 1: Technical Approach
 - Part 2: Past Experience and Past Performance
 - Part 3: Key Personnel

L.6 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal, submitted in original and two (2) copies, shall consist of the four sections described below:

L.6.1 Part 1 - Cover Sheet

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and 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. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

L.6.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

L.6.3 Part 3 - Assumptions, Conditions, or Exceptions

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

L.6.4 Part 4 - Contract Pricing/Completed Section B

The offeror shall provide separate pricing for each contract year using the Schedule contained in Section B.

L.7 VOLUME II - TECHNICAL PROPOSAL

Volume II: The Technical Proposal shall be used to determine the technical acceptability of the offeror with regard to its understanding and approach to meeting the requirements of the Government. The technical proposal shall clearly demonstrate the technical approach proposed for meeting the requirements established in the solicitation. The technical proposal shall also address the offerors technical approach as described below. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

Volume II shall consist of the following parts/sections:

L.7.1 Part 1 - Technical Approach

The offeror shall address how it intends to meet the requirements of Section C of the solicitation. This should consist of the narrative for each SOW section that details the offeror's understanding of that section demonstrates the approach that the offeror will utilize the required services.

L.7.2 Part 2 - Past Performance and Past Experience

The Offeror's past performance and past experience will be evaluated to assess the offeror's ability to successfully perform similar work required by this solicitation. In particular, the offeror's experience will be evaluated to ascertain the breadth of experience as it relates to the requirements of this solicitation. At a minimum, the offeror shall provide descriptions of three (3) previous government or commercial projects/contracts performed within five (5) years of proposal submission. The offeror shall demonstrate that these projects/contracts were for comparable services of a similar size and scope. The following information must be submitted for each:

- Name and Description of project.
- Contract Number/Project Number.
- Brief Description of the Project (including contract number and award date)
- Offerors role (prime contractor, subcontractor)
- Percentage of work completed in Offeror=s role

- Name and address of customer company or government agency.
- Names, addresses, and telephone numbers of a technical point of contact and contracting officer.
- Awarded Price/Cost
- Final, or projected final, Price/Cost
- Number of Offeror's personnel assigned to the contract/project
- Time frame to complete project
- Narrative description of the size/scope of the project and how it directly relates to the requirements of this solicitation

References provided in this section will be additionally evaluated to assess the successful performance of the contract/project for which a reference was submitted. The Government will consider in its assessment the Offeror's reliability of services, attention to customer requirements, control of costs, and level of customer satisfaction.

L.7.3 Section 3 - Key Personnel

The offeror shall provide the resume of the Project Director, identified in Clause I.2, to be assigned to the contract resulting from this solicitation. The resume shall be no more than four (4) pages and contain the following information:

- Full name.
- Education.
- Chronological work experience that substantiates by involvement and duration the skill positions and services that they are being proposed for, including company name and phone number of immediate supervisor for each.
- A brief narrative relating work experience to the effort required herein.
- Affiliations with professional organizations
- Relevant licenses and certifications
- A dated and signed statement by the individual certifying that the information of the resume is true and accurate.

[END OF SECTION L]

SECTION M

Evaluation and Award

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2004) JP3 B-1

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 must be completed by the offeror and submitted with its quotation 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 quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <http://www.uscourts.gov/procurement/clauses.htm>

| <u>PROVISION NUMBER</u> | <u>CLAUSE TITLE</u> | <u>DATE</u> |
|--------------------------------|---------------------------------|--------------------|
| 2-85A | Evaluation Inclusive of Options | (JAN 2003) |

M.2 EVALUATION PROCESS

M.2.1 Evaluation of Proposals

M.2.1.1 General

1. This procurement is being conducted using formal source selection procedures, and contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be most advantageous to the Government in accordance with the requirements stated below.

2. The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

M.2.1.2 Evaluation Approach

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability, technical excellence, and price reasonableness.

M.2.1.2.2 Technical Factor Evaluation

The Technical Evaluation Factors will be evaluated based upon the information contained in the Offeror's proposal, as well as any other outside information available to the Government that pertains to the offeror's technical approach. The ultimate objective of the evaluation is to determine which proposal offers the best technical value to the government. Although price/cost is considered secondary to technical capabilities, it will be a significant criterion for award as part of an integrated assessment with the offeror's technical approach. The proposals will be evaluated based on the evaluation factors set forth below:

Technical Approach Factors

- A. Technical Approach (L.7.1)
- B. Past Performance (L.7.2)
- C. Past Experience (L.7.2)
- D. Key Personnel (L.7.3)

With respect to the evaluation of Technical Excellence, the Technical Approach Factors identified above are listed in descending order of importance. For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk. Additionally, the evaluation will identify the strengths, weaknesses, and risks in each Offeror's proposal with respect to each evaluation factor.

M.2.1.2.3 Price Evaluation

The offeror's proposed pricing will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with work performed under the resulting contract. Offers that contain unrealistic prices will not be considered for award.

M.3 CONTRACT AWARD

The Government intends to one contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the best overall value to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the Government will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Government's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk. The Government may make trade-offs in all or some of the evaluated areas and determine that a proposal offers the best overall value to the Government.

M.4 DETERMINATION OF RESPONSIBILITY (JAN 2003) JP3 3-70

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

[END OF SECTION M]