

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USCA09R0024		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
5. DATE ISSUED 02/12/2009		6. REQUISITION/PURCHASE NUMBER REQ DSDS090009			
7. ISSUED BY: Larry Postell, 202-502-1394 Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001			8. ADDRESS OFFER TO (If other than Item 7) Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Address Shown in Block 7 until 14:00:00 local time 03/16/2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, JP3 Provision No. 3-90. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Larry Postell	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Larry_Postell@ao.uscourts.gov
		AREA CODE 202	NUMBER 502-1394	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes a minimum offer acceptance period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS	
				NUMBER	PERCENTAGE
14. ACKNOWLEDGEMENT OF AMEND- MENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B - Supplies or Services and Prices/Costs

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
1	...Reference Attachment J.6 - - Pricing Tables for the Base Period Pricing of the Labor Categories by the hourly rates.	1.000000	YR		

Period of Performance: 09/01/2009 - 08/31/2010

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
2	...Reference Attachment J.6 - - Pricing Tables for Option Period 1 Pricing of the Labor Categories by the hourly rates.	1.000000	YR		

Period of Performance: 09/01/2010 - 08/31/2011

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
3	...Reference Attachment J.6 - - Pricing Tables for Option Period 2 Pricing of the Labor Categories by the hourly rates.	1.000000	YR		

Period of Performance: 09/01/2011 - 08/31/2012

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
4	...Reference Attachment J.6 - - Pricing Tables for Option Period 3 Pricing of the Labor Categories by the hourly rates.	1.000000	YR		

Period of Performance: 09/01/2012 - 08/31/2013

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
5	...Reference Attachment J.6 - - Pricing Tables for Option Period 4 Pricing of the Labor Categories by the hourly rates.	1.000000	YR		

Period of Performance: 09/01/2013 - 08/31/2014

B-2 Pricing For Required Services

Total CLIN 1 Base Year \$ _____

Total CLIN 2 Option Year One \$ _____

Total CLIN 3 Option Year Two \$ _____

Total CLIN 4 Option Year Three \$ _____

Total CLIN 5 Option Year Four \$ _____

Total Contract Maximum \$ _____

Section C - Descriptions/Specifications/Statement of Work

C.1 Background

The Administrative Office of the United States Courts (AO) is a support services agency for the Judicial Branch of the United States Government. As part of its support mission, the AO provides Information Technology (IT) project management planning and acquisition support; IT education and training; IT technical services, including software development, implementation, and maintenance; and testing/quality assurance support related to IT products and processes.

The judiciary has adopted life-cycle management policies and procedures to promote the effective acquisition, development, and management of information systems. The information resources management (IRM) mission of the judiciary is to collect, manage, manipulate, disseminate, and protect information for use by the judiciary, the bar, and the public, as appropriate. The IRM policies and standards, are set forth (by reference only) in the *Guide to Judiciary Policies and Procedures*, Volume XIII, Information Resources Management Manual.

C.2 Scope

This Multiple-Award, Indefinite Delivery/Indefinite Quantity (IDIQ) contract will enable the Administrative Office of the U.S. Courts and all judiciary entities to include the Federal Judicial Center (FJC), U.S. Sentencing Commission (USSC), U.S. District Courts, U.S. Supreme Court and other activities within the federal judiciary to obtain a broad range of IT support services including services related to new and emerging technologies, which will evolve over the life of the contract. The primary focus of this contract is identified under three functional areas: Software Engineering, Communications, and System Integration. These functional areas along with general tasks that apply to each of the three functional areas are further addressed in Section C.5.

The Contractor shall provide IT support services identified in the statement of work, as specified in individual task orders. The Government shall have the right to procure or not procure any or all of these services during the life of the contract. If, and when the Government elects to purchase any of these requirements (as contained herein), the Contractor shall furnish sufficient, qualified resources to meet the Government's schedule at the hourly rates set forth in Section B of the contract. Contractor provided services and support shall comply with the Judiciary IRM Management Process described in the *Judiciary Standards for Information Resources Management*.

C-3 Locations

The location for services to be acquired will be throughout the United States, its trust territories, and the Commonwealth of Puerto Rico. Currently, the four primary service sites include the AO located at the Thurgood Marshall Federal Judiciary Building, Washington, DC; the Court Operations Support Center, Reston, VA; the Systems Support and Training Branch; San Antonio, TX; and, the Testing Services Branch in Phoenix, AZ.

C.4 Current Information Technology Environment

The judiciary's Information Resources Management Architecture Series establishes a framework of information technology strategies, standards, and guidelines and defines the infrastructure components that provide the design, development, and operation of cost effective and flexible automated solutions to support the evolving needs of the Judiciary. A listing of the current information technology environment is contained in Section J,

Attachment J.1.

C.5 Functional Areas

The Contractor shall provide information technology support services in Software Engineering, Communications, and System Integration. The following Sections C.5.1-C.5.3 contain a description of the support services which may be covered in individual task orders.

C.5.1 Software Engineering

The area of Software Engineering encompasses all tasks necessary to assist the AO in the development, management, and deployment of their software (application systems, data files, databases, and interfaces) from initial conception and planning, through design and development, to maintenance, improvement, and conversion.

It includes the performance of these tasks as well as assistance in the acquisition of IT resources, subject to Clause 1-1 incorporated by reference in Section H entitled Employment by the Government and Clause 1-5 incorporated by reference in Section I entitled Conflict of Interest, to perform these tasks. The general area of life cycle Software Engineering can include studies related to information systems planning as well as the sizing and designing of computer systems on which new or existing software will operate. Typical tasks include, but are not limited to, the following:

C.5.1.1 Project planning and oversight

C.5.1.2 Review and evaluate existing system architectures

C.5.1.3 Conduct hardware, telecommunications, and software inventories

C.5.1.4 Develop architectures and architecture transition plans

- C.5.1.5 Identify, develop, and/or implement applicable life cycle information management standards
- C.5.1.6 Perform software tool evaluations (e.g. computer-aided software engineering tools)
- C.5.1.7 Evaluate commercial-off-the-shelf (COTS) and Government-off-the-shelf (GOTS) software
- C.5.1.8 Evaluate database management systems
- C.5.1.9 Establish software development environment
- C.5.1.10 System and Software requirements analyses
- C.5.1.11 System design including interfaces
- C.5.1.12 Software design
- C.5.1.13 Data base design
- C.5.1.14 Database administration
- C.5.1.15 Software implementation and unit testing
- C.5.1.16 Software development
- C.5.1.17 Software programming
- C.5.1.18 Unit integration and testing
- C.5.1.19 Functional component testing
- C.5.1.20 System qualification testing
- C.5.1.21 Release management
- C.5.1.22 Preparation for software transition
- C.5.1.23 Software configuration management
- C.5.1.24 Software product evaluation
- C.5.1.25 Software quality assurance
- C.5.1.26 Corrective action
- C.5.1.27 Joint technical and management reviews
- C.5.1.28 Other technical support activities
 - C.5.1.28.1 Model, predict, and test software performance
 - C.5.1.28.2 Modify/adapt COTS/GOTS software
 - C.5.1.28.3 Develop data standards, data dictionaries, and data bases
 - C.5.1.28.4 Data migration
- C.5.1.29 Maintenance
 - C.5.1.29.1 Prepare software maintenance program plans
 - C.5.1.29.2 Implement software maintenance programs
 - C.5.1.29.3 Provide on-site and off-site maintenance
 - C.5.1.29.4 Provide help desk support
 - C.5.1.29.5 Perform configuration management and change control
 - C.5.1.29.6 Improvement -Inventory and analyze existing software
 - C.5.1.29.7 Prepare software improvement feasibility studies
 - C.5.1.29.8 Develop software improvement plans
 - C.5.1.29.9 Transition the improved system to operational environment
 - C.5.1.29.10 Incident Management
- C.5.1.30 Conversion

- C.5.1.30.1 Prepare compliant software conversion studies
- C.5.1.30.2 Analyze software conversion feasibility
- C.5.1.30.3 Evaluate alternate platform conversion
- C.5.1.30.4 Convert software

C.5.1.31 It may be necessary on certain task orders to perform software capability evaluations (SCE).

C.5.1.31.1 The Government may use the SCE developed by the Software Engineering Institute (SEI), Carnegie Mellon University (CMU), in evaluating the Contractor's task order proposal. As appropriate, the SCE level required will be specified in individual task order requests.

C.5.1.32 For certain task orders, a contractor may be required to demonstrate experience working in Capability Maturity Model-Integrated (CMMI) Stage 3.

C.5.2 Communications

The area of Communications deals with the definition, design, implementation, and management of digital and integrated communications systems, which may be terrestrial, or satellite based.

It includes local area networks (LANs), metropolitan area networks (MANs), wide area networks (WANS), enterprise systems, Internet/Intranet based networks, and any combination thereof, including all forms of digitization and incorporation of multiple media types (e.g. data, digitized voice, video, or imagery as well as high bandwidth and demand bandwidth technologies).

Tasks may include any type of study, integration support, administration, development, evaluation, and implementation having to do with digitized, integrated communications, including secure communications and satellite communications requirements.

Typical tasks include, but are not limited to, the following:

- C.5.2.1 Characterize design features and/or architecture (e.g., fiber, token ring, star, IP/MPLS, hybrid) as part of requirements definition for communications systems
- C.5.2.2 Identify current system communications and interoperability capabilities
- C.5.2.3 Identify deficiencies and shortcomings of current communications networks
- C.5.2.4 Develop alternative architectures to meet requirements or alleviate shortcomings
- C.5.2.5 Evaluate configuration alternatives, including conducting cost analyses, risk analyses, and performance predictions
- C.5.2.6 Define and implement automated design procedures and systems
- C.5.2.7 Design communications systems
- C.5.2.8 Develop representations, including prototypes, of existing or proposed communications network concepts
 - C.5.2.8.1 Evaluate designs and concepts including tradeoff analyses, economic analyses, risk assessments, mathematical analyses, analytical models, performance predictions, simulations, and prototypes
- C.5.2.9 Design and inspect communications support facilities
- C.5.2.10 Analyze the performance and operation of communications systems. Develop representative workload scenarios, including workload characterization and quantification.

- C.5.2.11 Procure, install, and integrate communications systems (including extending, upgrading, or enhancing existing systems)
- C.5.2.12 Provide supervision, labor, installation services, cable plant, hardware and software components, testing, documentation, training, and technical support
- C.5.2.13 Provide maintenance service, on-call and/or on-site
- C.5.2.14 Design and maintain communication records databases
- C.5.2.15 Conduct studies and analyses related to open standards and/or EDI
- C.5.2.16 Daily administration of communications systems

C.5.3 System Integration

This functional area encompasses all activities necessary to develop and deploy an automated information system. It includes the integration of technical components, such as software, hardware, and communications, and organizational components to include processes and procedures, resulting in a turnkey system.

System Integration may make use of technical laboratories, prototypes, and pilot systems. It overlaps with several of the other functional areas but is differentiated by its all-encompassing nature.

Under this area, fully operable, complete systems will be provided to the clients. Typical tasks include, but are not limited, to the following:

- C.5.3.1 Analyze requirements
- C.5.3.2 Conduct system planning
- C.5.3.3 Design systems
- C.5.3.4 Develop systems, including programming
- C.5.3.5 Evaluate alternative implementations
- C.5.3.6 Develop integration plans
- C.5.3.7 Develop hardware, software, applications, interface, and connectivity components
- C.5.3.8 Integrate all components
- C.5.3.9 Test components and systems
- C.5.3.10 Establish management and control systems, e.g., configuration management and capacity planning
- C.5.3.11 Develop, implement, and analyze prototypes
- C.5.3.12 Develop, implement, and analyze pilot projects
- C.5.3.13 Identify and design processes -automated and manual
- C.5.3.14 Develop system documentation
- C.5.3.15 Train personnel
- C.5.3.16 Field system
- C.5.3.17 Operate and maintain systems

C.6 General Tasks

The Contractor shall perform general tasks that may apply to any of the three functional areas. These general tasks include, but are not limited to the following:

- C.6.1 Any report, study, or technical analysis in support of the development, implementation or acquisition of IT resources. For example, requirements analyses and definition, alternatives analyses, market surveys, cost/benefit analyses and feasibility studies
- C.6.2 IT strategic planning, program assessments, and special studies
- C.6.3 IT procedure, policy, and methodology analysis
- C.6.4 Business analysis, including requirements elicitation, workflow analysis, business process modeling and process re-engineering
- C.6.5 Integrated project schedules and critical path analyses
- C.6.6 Architecture, business, and project analyses
- C.6.7 System engineering
- C.6.8 System documentation
- C.6.9 Acceptance testing
- C.6.10 Operational testing and evaluation
- C.6.11 Configuration management
- C.6.12 Process quality assurance
- C.6.13 Product quality control
- C.6.14 Independent verification and validation
- C.6.15 Implementation
- C.6.16 Training
- C.6.17 Communications
- C.6.18 Documentation and Forms
- C.6.19 Other logistics support to include reliability, maintainability, sparing, etc.
- C.6.20 Operations and maintenance support
- C.6.21 All aspects of computer security, consisting of, but not limited to:
 - C.6.21.1 Backup operations
 - C.6.21.2 Continuity of operations
 - C.6.21.3 Contingency planning
 - C.6.21.4 System security analyses and implementation Security certification
 - C.6.21.5 Security awareness training
 - C.6.21.6 Forensics
 - C.6.21.7 Web applications
 - C.6.21.8 Metrics
 - C.6.21.9 Architecture
 - C.6.21.10 Access Management/Identity Integration
- C.6.22 Prototypes
- C.6.23 Project management
- C.6.24 Acquisition support

- C.6.24.1 Solicitation documents or portions thereof
- C.6.24.2 Technical assistance during procurement process
- C.6.24.3 Source selection evaluation criteria
- C.6.24.4 Life cycle management/decision support documents
- C.6.24.5 Assistance in the procurement and outsourcing of IT resources to include software, hardware, communications equipment, etc.
- C.6.24.6 Software licensing
- C.6.24.7 Warranty and maintenance support agreements
- C.6.24.8 Performance validation strategies and tools
- C.6.24.9 Acquisition support documents, e.g., market surveys, requirements analyses, alternatives analyses, conversion studies, workload analyses, economic analyses, feasibility studies, justifications
- C.6.25 Web-based technology
- C.6.26 Graphics Artist
- C.6.27 Electronic Commerce (EC)
- C.6.28 Standards
- C.6.29 Risk management
- C.6.30 Research and development of emerging information technologies
- C.6.31 Earned value management
- C.6.32 Deployment Planning
- C.6.33 Technical Writing

C.7 Contract Management

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this contract. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work and individual task orders.

Resumes submitted for employees assigned to work on tasks performed under this contract shall contain documented experience directly applicable to the tasks and functions to be performed prior to performing services under this contract.

Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the tasks and functions assigned. Specific personnel requirements, by labor category, are contained in Section J Attachment J.5.

C.7.1 Project Director

The Contractor shall provide a project director to facilitate Government-Contractor communications. The Project Director shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the COTR located at the AO in Washington, D.C. The Project Director shall be responsible for assigning primary points of contact among contractor staff for tasks outside the Washington DC metropolitan area. The Project Director shall be considered Key Personnel as defined in Section H, Clause 2-65 of the contract.

C.7.2 Project Director, CO, and COTR Meetings

The Contractor's Project Director shall meet with the CO/COTR as necessary to maintain satisfactory contract performance and to resolve other issues pertaining to contract administration and Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified.

Written minutes of these meetings shall be prepared by the Contractor,

signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

C.7.3 Reports

The Contractor shall submit to the COTR the reports identified in Section F.

The Government reserves the right to change, modify, delete, or add report requirements for compliance by the Contractor, as may be required for administrative purposes.

The addition, deletion, or modification of a report, required by this contract, shall be subject to agreement between the Government and the Contractor.

C.7.4 Contractor Planning

C.7.4.1 As a key organization providing support to the judiciary, the Contractor shall assume the initiative and take responsibility for proper planning and procedures in conducting ongoing operations. In carrying out these duties, the Contractor shall:

C.7.4.1.1 Establish a continuing management review and planning process that places emphasis on performing all tasks with the highest level of quality in services provided;

C.7.4.1.2 Maintain an understanding of judiciary and federal procurement policies and regulations governing the acquisition of IT resources;

C.7.4.1.3 Identify needed changes within reasonable lead times;

C.7.4.1.4 Review staff performance following completion of each task or at the minimum on a semiannual basis;

C.7.4.1.5 Ensure that all operations are conducted in accordance with judiciary policies and procedures relevant to the specific task.

C.7.5 Task Order Leads

Depending on the nature, size, and complexity of the task, the Contractor may be required to designate an on-site lead who shall be responsible for ensuring contract compliance and satisfactory contract performance and who has the authority and ability to quickly resolve other issues pertaining to contract administration and Government/Contractor procedures.

Section D - Packaging and Marking

2-45 Packaging and Marking

08/01/2004

(a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

(b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices - e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

(END)

Section E - Inspection and Acceptance

Clauses Incorporated By Reference

Clause	Title	Date
2-5B	Inspection of Services	07/31/2004

E.2 Acceptance of Deliverables

E.2.1 General

Determinations of the acceptability of each deliverable will be made by the Government in accordance with the inspection and acceptance requirements herein. Each deliverable shall be completed in accordance with the specifications, schedules, and acceptance criteria. All deliverables will be evaluated for acceptability, quality, and compliance with the requirements defined in any specifications, schedules, or other acceptance criteria which are incorporated into this contract.

E.2.2 Contractor Certification That Deliverables are Ready for Inspection

The contractor shall certify in writing to the Contracting Officer's Technical Representative (COTR) that deliverables are complete and ready for Inspection and Acceptance on or before the delivery date(s) specified in the contract or as indicated on individual Task Orders. All documents (other than monthly progress or status reports) must be submitted first in draft form for review.

E.2.3 Written Acceptance/Rejection

The Government will provide written comments on draft deliverables and final reports. The Government will review the deliverables for accuracy, quality, quantity, and completeness. If the Government's comments are extensive, the Government may request that a second draft be submitted.

Upon receipt of the Government's comments, the contractor shall make any corrections, incorporate comments, if required, and deliver the final deliverable. When the defects in services cannot be corrected by reperformance, the Government may: (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and, (2) reduce the contract price to reflect the reduced value of the services performed.

Determination of the acceptability of each completed deliverable will be made by the Government. The Government will first review and verify that deliverables are complete and accurate and are in conformance with the specifications in Section C. The determination of acceptability will be based on the accuracy, completeness, and conformance with the requirements.

The Government will review and verify that all corrections have been made and comments, if any, are incorporated into the final deliverables. If acceptable, the Government will provide the contractor with a notice of acceptance.

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

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may: (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or, (2) terminate the contract for default.

Section F - Deliveries or Performance

Clauses Incorporated By Reference

Clause	Title	Date
2-25A	Delivery Terms and Contractor's Responsibilities	12/31/2002
2-60	Stop-Work Order	12/31/2002
2-35	F.o.b. Destination, Within Judiciary's Premises	12/31/2002

F.1 Deliverables

All required services and associated deliverables shall be delivered in accordance with the delivery requirements specified within each task order.

F.2 Reports

The Contractor shall inform the Government of status and problems through the following reports:

- a. Monthly Status Report - The contractor shall prepare a Monthly Status Report on the performance of each task. One copy of this report shall be submitted to the CO and one copy to the Contracting Officer's Technical Representative (COTR) by the tenth working day of the month following the end of the reporting period. The report shall summarize the progress accomplished, problems encountered, anticipated Government caused problems, and the resultant impact and schedule changes, if any. These reports shall follow the outline shown in Section J, Attachment 2.
- b. Problem Notification Report - The contractor shall keep the Government informed of all problems, including anticipated Government caused problems, that impact or potentially impact the project. For each problem encountered a Problem Notification report shall be submitted to the CO and COTR within 24 hours after identification of a problem. These reports shall follow the outline shown in Section J, Attachment 3.
- c. Fund Expenditure Report - The contractor shall keep the Government informed of all funds expended and a forecast of future costs for labor hour or time and material task orders. These reports shall follow the outline shown in Section J, Attachment 4 and shall be submitted each for each individual task order on a monthly basis to the task COTR.

F.3 Period of Performance

The period of performance for this contract shall be one year from the date of contract award with four (4) one-year option periods to be exercised at the Governments discretion in accordance with JP3 Clause 2-90D, Option to Extend the Term of the Contract. Task Orders issued pursuant to the terms of this contract may exceed the period of performance of the basic contract for a period of no more than one (1) year.

Section G - Contract Administration Data

7-1 Contract Administration

01/01/2003

- (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.

(END)

7-5 Contracting Officer's Technical Representative 01/01/2003

(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 specifications and technical advice relative to contracting officer's written approvals, and
- (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

7-10 Contractor Representative 01/01/2003

(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)

7-125 Invoices 01/01/2003

(a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 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.

(END)

G.1 Task Orders

Services needed to meet judiciary requirements as specified in Section C shall be provided under task orders issued by the Contracting Officer. Pricing for these services shall be proposed either as Labor Hour or Firm-Fixed Priced as specified in the task request at the rates established in Section B (Attachment J.6) of the contract.

G.1.1 Process for Awarding/Administration of Task Orders

1. Task Requests: A Task Request will be used to specify work to be accomplished by the Contractor to satisfy a particular requirement. Task Requests will be issued to all contract holders unless otherwise determined not to be in the Government's best interest by the Contracting Officer. Task Requests will consist of the following elements:

- (a) A cover letter identifying when and where proposals are due; the Government Point of Contact; issues the Government may wish to emphasize; and special considerations.
- (b) A written statement of work, including period of performance, payment schedule, and travel requirements, if any;
- (c) A pricing schedule under which all prices will be proposed;
- (d) Evaluation criteria and the basis for award of the task order;
- (e) Type of Task Order to be awarded (firm fixed-price, labor-hour, time and materials)

Technical and Price proposals shall be submitted to the Contracting Officer within ten (10) business days of receiving the Government's task requests or a date that has otherwise been established within the Task Request.

2. Task Proposal Evaluation/Task Order Award. Proposals submitted in response to Task Requests are evaluated by the Government for technical acceptability, technical excellence, completeness and price reasonableness. Award of task orders may be made on initial offers or after discussions/clarifications. When award cannot be made based on initial offers, each contractor will be notified in writing of proposal deficiencies and a time and date will be established for receipt of revised proposals and pricing. Award of task orders shall not be subject to the protest provisions contained within the contract.

3. Task Order Management/Acceptance of Deliverables. At award, the Contracting Officer will designate an individual responsible for the COTR functions for that task order. The contractor shall be responsible for ensuring services are provided in accordance statement of work contained in the task order, reports are submitted to the Government pursuant to Clause F.3, and that all task deliverables are presented to the Task Order COTR in accordance with the schedule contained each task order.

Section H - Special Contract Requirements

Clauses Incorporated By Reference

Clause	Title	Date
1-1	Employment by the Government	12/31/2002
7-45	Travel	12/31/2002
7-55	Contractor Use of Judiciary Networks	12/31/2002

H.1 Minimum Guarantee

The Government shall order an amount at least equal to \$10,000.00 per contract. Task Orders issued under this contract will be applied against the minimum guarantee.

H.2 Security Requirements

Formal security clearances are not required. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshall inspection. Task proposal requests will identify any additional security requirements applicable to the task and the Contractor shall satisfy those requirements to be considered eligible for task order award.

7-50 Parking 01/01/2003

There is no contractor parking available at the Administrative Office (AO). In the event that this contract requires the delivery of equipment or materials to the AO, the contractor shall park delivery vehicles at designated locations within the AO Complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery at the AO shall be coordinated with the COTR and made in accordance with building management policies.

(END)

2-65 Key Personnel 08/01/2004

(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)

3-75 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.

Section I - Contract Clauses

Clauses Incorporated By Reference

Clause	Title	Date
B-20	Computer Generated Forms	12/31/2002
1-5	Conflict of Interest	07/31/2004
1-10	Gratuities or Gifts	12/31/2002
1-15	Disclosure of Contractor Information to the Public	07/31/2004
2-50	Continuity of Services	12/31/2002
2-55	Privacy or Security Safeguards	12/31/2002
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	12/31/2002
3-35	Covenant Against Contingent Fees	12/31/2002
3-65	Limitation on Payments to Influence Certain Federal Transactions	12/31/2002

Clause	Title	Date
3-105	Audit and Records - Negotiation	12/31/2002
3-120	Order of Precedence	12/31/2002
3-205	Protest after Award	12/31/2002
4-5	Ordering	07/31/2004
4-25	Indefinite Quantity	12/31/2002
4-30	Payment (Time-and-Materials and Labor-Hour Contracts)	09/30/2006
4-105	Integrity of Unit Prices	12/31/2002
6-20	Insurance-Work on a Judiciary Installation	12/31/2002
6-40	Federal, State, and Local Taxes	12/31/2002
6-60	Rights in Data - General	09/30/2008
7-15	Observance of Regulations/Standards of Conduct	12/31/2002
7-20	Security Requirements	12/31/2002
7-25	Indemnification	07/31/2004
7-30	Public Use of the Name of the Federal Judiciary	12/31/2002
7-35	Disclosure or Use of Information	07/31/2004
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	12/31/2002
7-80	Competition in Subcontracting	12/31/2002
7-85	Examination of Records	12/31/2002
7-100B	Limitation of Liability (Services)	12/31/2002
7-110	Bankruptcy	12/31/2002
7-130	Interest (Prompt Payment)	12/31/2002
7-135	Payments	12/31/2002
7-140	Discounts for Prompt Payment	12/31/2002
7-150	Extras	12/31/2002
7-175	Assignment of Claims	12/31/2002
7-185	Changes	12/31/2002
7-205	Payment for Judiciary Holidays	12/31/2002
7-210	Payment for Emergency Closures	07/31/2004
7-215	Notification of Ownership Changes	12/31/2002
7-220	Termination for Convenience of the Judiciary (Fixed Price)	12/31/2002
7-230	Termination for Default - Fixed-Price Products and Services	12/31/2002
7-235	Disputes	12/31/2002

2-90C

Option to Extend Services

01/01/2003

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract.

(END)

2-90D

Option to Extend the Term of the Contract

01/01/2003

(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 [60 days unless a different number of days is inserted] 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 5 years.

(END)

4-10

Order Limitations

01/01/2003

(a) *Minimum order.* When the judiciary requires products or services covered by this contract in an amount less than \$5,000.00, the judiciary is not obligated to purchase, nor is the contractor obligated to furnish, those products or services under this contract.

(b) *Maximum order.* The contractor is not obligated to honor:

(1) any order for a single item in excess of \$5,000,000.00;

(2) any order for a combination of items in excess of \$10,000,000.00; or

(3) a series of orders from the same ordering office in the course of 90 days that together call for quantities exceeding the limitations stated in subparagraph (b)(1) or (b)(2) above.

(c) If this is a requirements contract, (i.e. includes the "Requirements" clause JP3 Clause 4-20) the judiciary is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations stated in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the judiciary may acquire the products or services from another source.

(END)

7-75

Subcontracts

01/01/2003

(a) *Definitions* as used in this clause:

"Approved purchasing system" means a contractor's purchasing system that has been reviewed and approved in writing.

"Consent to subcontract" means the contracting officer's written consent for the contractor to enter into a particular subcontract.

"Subcontract" means any contract entered into by a subcontractor to furnish products or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced purchase/delivery/task orders), and only if required in accordance

with paragraph (d) or (e) of this clause.

(d) If the contractor does not have a written approved purchasing system, consent to subcontract is required for any subcontract that:

- (1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) is fixed price and exceeds either the judiciary's small purchase threshold or 5 percent of the total estimated cost of the contract.

(e) If the contractor has a written approved purchasing system, the contractor nevertheless shall obtain the contracting officer's written consent before placing the following subcontracts:

[Contracting Officer list conditions requiring consent]

(f) (1) The contractor shall notify the contracting officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) a description of the products or services to be subcontracted;
- (ii) identification of the type of subcontract to be used;
- (iii) identification of the proposed subcontractor;
- (iv) the proposed subcontract price;
- (v) the subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
- (vi) the subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract;
- (vii) a negotiation memorandum reflecting:
 - (A) the principal elements of the subcontract price negotiations;
 - (B) the most significant considerations controlling establishment of initial or revised prices;
 - (C) the reason cost or pricing data were or were not required;
 - (D) the extent, if any, to which the contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) the extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) the reasons for any significant difference between the contractor's price objective and the price negotiated; and
 - (G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the contractor has a written approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the contractor nevertheless shall notify the contracting officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the small purchases threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the contracting officer to any subcontract nor approval of the contractor's purchasing system will constitute a determination:

- (1) of the acceptability of any subcontract terms or conditions;
- (2) of the allowability of any cost under this contract; or
- (3) to relieve the contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, or any fee payable under costreimbursement type subcontracts will not exceed the fee limitations.

(i) The contractor shall give the contracting officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the judiciary.

(j) The judiciary reserves the right to review the contractor's purchasing system.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations.

[To be completed by the Contracting Officer in the contract award]

(END)

Section J - List of Attachments

J.1 Attachments

Attachment 1 - Information Systems Architecture

Attachment 2 - Monthly Status Report Format

Attachment 3 - Problem Notification Report Format

Attachment 4 - Fund Expenditure Report Format

Attachment 5 - Labor Categories - IT Program Management and Acquisition Support

Attachment 6 - Section B Pricing Tables

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

Clauses Incorporated By Reference

Clause	Title	Date
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	12/31/2002

3-5 Taxpayer Identification

01/01/2003

(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: _____

(END)

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.

(END)

(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.

(END)

(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.

(END)

3-130 Authorized Negotiators 01/01/2003

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, and telephone numbers of the authorized negotiators).

Name: _____ Titles: _____
 _____ Telephone: _____
 _____ Fax: _____
 _____ Email: _____

(END)

Section L - Instructions, Conditions and Notices to Offerors or Respondents

Clauses Incorporated By Reference

Clause	Title	Date
3-10	Data Universal Numbering System (DUNS) Number	09/08/2007
3-80	Submission of Offers	12/31/2002
3-85	Explanation to Prospective Offerors	07/31/2004
3-90	Late Submissions, Modifications and Withdrawal of Offers	12/31/2002
3-95	Preparation of Offers	12/31/2002
3-100	Instructions to Offerors	12/31/2002
3-125	Acknowledgement of Solicitation Amendments	12/31/2002
3-135	Single or Multiple Awards	12/31/2002
7-60	Judiciary Furnished Property or Services	12/31/2002

3-210 Protests 08/01/2004

CONNECTION WITH ANY ASPECT OF THIS PROCUREMENT PRIOR TO CONTRACT AWARD. CONTACT WITH ANY OTHER GOVERNMENT OFFICIAL EXCEPT THE CONTRACTING OFFICER MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.

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

Larry B. Postell, Contracting Officer
 Administrative Office of the U.S. Courts
 OIS-PMD-APCAB
 One Columbus Circle, N.E.
 Washington, D.C. 20544

Tel. No. (202) 502-1394

Fax No: (202) 502-1066

Email: larry_postell@ao.uscourts.gov

ATTN.: USCA-09-R-0024

L.2 Format and Instructions for Proposals

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

L.2.1 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 Administrative Office of the U. S. Courts.

The Offeror shall furnish an original and two (2) copies of Volume I: Business Proposal and an original and five (5) copies of Volume II: Technical Proposal.

L.2.2 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:

1. VOLUME I: BUSINESS PROPOSAL

1. Part 1: Signed Standard Form SF-33 Cover Sheet
2. Part 2: Section K, Representations and Certifications
3. Part 3: Assumptions, Conditions, or Exceptions
4. Part 4: Contract Pricing/Completed Section B (Attachment J.6)

2. VOLUME II: TECHNICAL PROPOSAL

1. Part 1: Contract Compliance
2. Part 2: Technical Approach
 - a. Section 1 - Recruitment/Staffing Plan/Retention Plan/Employee Development
 - b. Section 2 - Past Experience and Past Performance
 - c. Section 3 - Key Personnel

L.3 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.3.1 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.3.2 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.3.3 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.3.4 Part 4 - Contract Pricing/Completed Section B

The offeror shall provide separate pricing for each Contract Line Item Number using the Schedule(s) contained in Section B (Attachment J.6); detailed instructions for completing the Schedule(s) are contained in Section B (Attachment J.6). Offerors are encouraged to provide their best pricing with their proposal. Offerors should utilize only those pricing schedules for the support area being proposed.

L.4 Volume II - Technical Proposal

Volume II shall consist of the following parts/sections:

L.4.1 Part 1 - Contract Compliance

The Offeror shall acknowledge acceptance of, and certify its ability to meet each of the requirements set forth in the Statement of Work (SOW). This acknowledgment should consist of a certification for SOW sections C.5, C.6, and C.7 stating the Offeror's understanding of these sections and that the Offeror can provide the required services.

L.4.2 Technical Approach

The Offeror's proposal shall contain the following sections:

L.4.2.1 Section 1 - Recruitment/Staffing/Rentention/Employee Development Plans

This section shall contain the Offeror's proposed Recruitment, Staffing Plan, Retention Plan, and Employee Development. At a minimum the Offeror shall address:

1. Recruitment: The Offeror shall describe its plan and company approach/policy for ensuring responsive access to

quate numbers of personnel with the qualifications and experience required under this solicitation. This plan shall address the offeror's long term recruitment plans as well as how specific (and sometimes unique) skills/resources will be acquired responsively for specific tasks identified in the SOW.

2. **Staffing Plan:** The Offeror shall describe its staffing plan and company approach/policy applicable to personnel that are or will be employed and available for tasking under this contract, as well as any plans/approach/policy regarding access to necessary skills and expertise available through other organizations. This plan shall also identify any teaming/subcontracting arrangements to be utilized in the performance of the contract and the benefit any such arrangement will bring to the offeror's staffing plan.

3. **Retention Plan:** The offeror shall describe its plan/approach/policy for retaining sufficient personnel with the necessary qualifications and skills to support tasks under this contract. This plan should address the retention of employees of your firm as well as the retention of any agreements with other organizations under which you plan to access qualified personnel to support this contract. This plan should fully describe the offeror's approach to retaining and maintaining a technically proficient staff, with the experiences and expertise that will be required by the Government for specific tasks under this contract.

4. **Employee Development Plan:** The offeror shall describe its plan/approach/policy for training, certifying, and developing personnel to provide them with the necessary qualifications and skills to support tasks under this contract. This plan should address the type of training your firm makes available to employees by subject and certification area, as well as the average dollar amount per employee expended on training and employee development activities. This plan should fully describe the offeror's approach to employee development and the relationship to retaining and maintaining a technically proficient staff, with the experiences and expertise that will be required by the Government for specific tasks under this contract.

L.4.2.2 Section 2 - Past Performance and Past Experience

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, scope, and complexity. The following information must be submitted for each:

1. Name and Description of project.
 2. Contract Number/Project Number.
 3. Brief Description of the Project (including contract number and award date)
 4. Offerors role (prime contractor, subcontractor).
 5. Percentage of work completed in Offeror's role.
 6. Name and address of customer company or government agency.
 7. Names, addresses, and telephone numbers of a technical point of contact and contracting officer.
 8. Awarded Price/Cost.
 9. Final, or projected final, Price/Cost.
 10. Number of Offeror's personnel assigned to the contract/project.
 11. Time frame to complete project.
 12. 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.4.2.3 Section 3 - Key Personnel

The Government will evaluate the Offeror's key personnel in terms of the following: education, relevant work experience, employment history with the Offeror and the narrative description.

The offeror shall provide the resume of the Project Director, identified in Section C.7.1, to be assigned to the contract resulting from this solicitation. Each resume shall be no more than two (2) pages and contain the following information:

1. Full name.
2. Education.
3. 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.
4. A brief narrative relating work experience to the effort required herein.
5. Affiliations with professional organizations.
6. Relevant licenses and certifications
7. A dated and signed statement by the individual certifying that the information of the resume is true and accurate.

Section M - Evaluation Factors for Award

2-85A Evaluation Inclusive of Options

01/01/2003

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(END)

M.1 Evaluation Process

See Sections M.1.1 through M.1.2.3 below.

M.1.1 General

1. This procurement is being conducted using formal source selection procedures, and contract award(s) will be made to the Offeror(s) whose proposal(s) 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.1.2 Evaluation Approach

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

M.1.2.1 Technical Acceptability Evaluation

To be considered technically acceptable, the proposal shall be evaluated to determine whether the Offeror acknowledges and certifies that it can meet the requirements established in Sections C.5, C.6 and C.7 of the solicitation. The Government reserves the right to seek clarifications or deficiency corrections prior to determining a proposal technically unacceptable.

M.1.2.2 Technical Approach Evaluation

The Technical Approach 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 Technical Approach Factors identified below are listed in descending order of importance. The proposals will be evaluated based on the evaluation factors set forth.

Technical Approach Factors

- A. Recruitment/Staffing/Retention/Employee Development Plans (L.4.2.1)
- B. Past Performance (L.4.2.2)
- C. Past Experience (L.4.2.2)
- D. Key Personnel (L.4.2.3)

M.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.2 Contract Award

The Government intends to award an estimated three(3) - six(6) contracts resulting from this solicitation that meet all of the requirements of Section C specifically Sections C.5, C.6 and C.7. Contract award(s) will be made to the responsible offeror(s) whose offer(s) conforms to the requirements of the solicitation and represents the best overall value to the Government, given the outcome of the Government's evaluation of each Offeror's technical proposal and price. For this solicitation, technical merit is more important than price. In selecting the best overall value, the Government will consider the quality offered for the evaluated price. The relative ranking of offers will be based upon the Government's assessment of whether the technical merit offered in the proposal provides added value, added capability, and/or reduced risk. As technical merit of the offerors' proposals becomes more equal, the evaluated price may become the determining factor. The Contracting Officer shall determine what trade-off between technical merit and price promises the greatest value to the Government, price and other factors considered.

3-70 Determination of Responsibility

01/01/2003

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor 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)