

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USCA15R0059		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/22/2015	
						6. REQUISITION/PURCHASE NUMBER CPMD150020	
7. ISSUED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001			CODE PMD		8. ADDRESS OFFER TO (If other than Item 7)		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ ¹ 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 _____ ^{Online} until _____ ^{15:00:00} local time _____ ^{10/06/2015} (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 3-100. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Vernelle Cleveland		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		C. E-MAIL ADDRESS Vernelle_Cleveland@ao.uscourts.gov	
				NUMBER 502-1326		EXT.	
11. TABLE OF CONTENTS							
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PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					
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 AMENDMENTS (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. <input type="checkbox"/>			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			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 NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	FFP W-2 and 1099 printing and distribution (Base + 4 Option years) for calendar years 2015-2019.	1	Service		

B-0 No clauses in this section JUL 2007

This section does not contain any clauses.

(END)

Section C - Descriptions/Specifications/Statement of Work

C-1 Statement of Work

W-2 ISSUANCE SUPPORT**I. Background**

The Human Resources Office (HRO) is responsible for personnel and payroll processing for biweekly court employees, and for the maintenance of historical report information obtained from the Administrative Office of the United States Courts'

(AOUSC) automated payroll, personnel, Thrift Savings Plan (TSP), retirement, and Administrative Office (AO) leave tracking systems. This is accomplished for the following agencies of the Federal Judiciary: Administrative Office of United States Courts (AOUSC), Federal Judicial Center (FJC), United States Sentencing Commission (USSC), the United States Courts, the Judicial Retirement and Survivors Annuity System (JRSO) and the United States Judges.

HRO is also responsible for providing payroll administration functions associated with the annuity payments to retired judicial officers and survivors of judicial officers. HRO utilizes a production human resources and payroll system known as the Human Resources Management Information System (HRMIS). The HRMIS application is a judiciary-customized PeopleSoft Federal Human Resources Management System. The current HRMIS Employee Self-Service application does not provide for online printing or viewing of W-2 or 1099 Forms.

To improve support to our court employees, HRO would like to consolidate the conversion of payroll data to electronic media, printing and mailing of W-2s, as well as, generating a view, print, and/or download capability for the original issuance and reissued W-2 and 1099-R forms to a vendor who specializes in this type of service.

II. Scope of Work

The purpose of this procurement is to contract out the generation and distribution of all Judiciary W-2s and 1099-Rs for calendar years 2015-2019. The W-2 generation must be electronic with the collecting and retaining of employee consents and will require the printing and mailing of paper copies for those who did not consent and those that terminated employment during the year. The 1099-R generation will also be electronic and will require the printing and mailing of paper copies. The contract will include the generation and distribution of

corrected W-2 and 1099-R forms and the handling of requests for reissued W-2s for calendar years 2010 – 2014 and for reissued 1099-Rs for calendar years 2011 – 2014. The electronic W-2 and 1099-R must have the ability to be viewed, printed, and/or downloaded. The contract includes supplying the government with CDs of all W-2s and 1099-Rs issued.

III. Deliverables

The Contractor shall provide the following for the year of award and each option year.

CLINs 0001, 1001, 2001, 3001 and 4001 - Personal Information (PI) Setup, load, test, reconcile, and available for consent authorizations.

The government will provide the contractor two PI files within thirty (30) days after contract award or exercise of option year. The below listed items (a) through (e) must be completed to the satisfaction of the government one week after the receipt of the PI files.

A. The government will provide PI files to the contractor using digital encryption transfer protocols such as Secure Sockets Layer (SSL) or Secure File Transfer (SFTP) as required by the government

B. Once the PI files are in the custody of the contractor, it shall be the responsibility of the contractor to safeguard the PI files against unauthorized disclosure, modification or misuse. Load and test three PI files as follows:

1. File 1 with an estimated 32,000 employee records under four FEINs to include login ids and PINs in a standard PeopleSoft vendor file layout.
2. File 2 with an estimated 1,850 employee records under one FEIN to include login ids and PINs in a standard PeopleSoft vendor file layout.
3. File 3 with an estimated 1,800 employee records under one FEIN to include login ids and PINs in a standard PeopleSoft vendor file layout.

C. Provide load summary totals for each FEIN.

D. Provide correction and/ or file reload services if required.

E. Start collecting official employee consent authorizations for receipt of electronic W-2s for Files Nos. 1 and 2 in accordance with U. S. Treasury regulation 31.6051-1(J).

CLINs 0002, 1002, 2002, 3002 and 4002 - W-2 Setup, Load, Test and Reconcile Files

The government will provide the Contractor with W-2 files. The items listed in (a) through (d) must be completed to the satisfaction of the government:

A. Test the load of a W-2 file with an estimated 36,000 W-2s from a standard PeopleSoft vendor file layout provided by the government. This test file will contain 4 separate FEINs and be delivered to the contractor by December 31st.

1. Provide W-2 load summary totals for each W-2 box/field for each FEIN.
2. Provide correction and/or file reload services if required.

B. Load two W-2 production files. Detailed delivery requirements below (Item h).

1. Provide W-2 load summary totals for each W-2 box/field for each FEIN.
2. Provide correction and/or file reload services if required.

C. Detailed delivery requirements:

1. File one with an estimated 36,000 W-2s from a standard PeopleSoft vendor file layout provided by the government. This file will contain four (4) separate FEINs and be delivered according to the Payroll Services Branch's current year-end processing schedule which is typically the Monday following the second weekend in January. File is required to be reconciled and posted within three (3) business days.

2. File two with an estimated 2,200 W-2s from a standard PeopleSoft vendor file layout provided by the government. This file will contain one (1) FEIN and be delivered according to the Payroll Services Branch's current year-end processing schedule which is typically the Monday following the second weekend in January. File is required to be reconciled and posted within three (3) business days.
- D. One-time file history load using a file in a vendor-supplied format for the Years 2010 – 2014. Provide summary totals, correction and reload services as required. These files are to be used for reissue services described in CLINs 0009, 1009, 2009, 3009 and 4009.

CLINs 0003, 1003, 2003, 3003, and 4003 - 1099-R Setup, Load, Test and Reconcile File

The government will provide the Contractor with a 1099-R file. The items listed in (a) through (d) must be completed to the satisfaction of the government:

- A. Test the load of a 1099-R file with an estimated 2,200 1099-Rs from a file layout provided by the vendor to the government. This test file will contain one (1) FEIN and be delivered to the contractor by December 31st.
 1. Provide 1099-R load summary totals for each box/field.
 2. Provide correction and/or file reload services if required.
- B. Load one 1099-R production file. Detailed delivery requirements in Item c.
 1. Provide 1099-R load summary totals for each box/field.
 2. Provide correction and/or file reload services if required.
- C. Detailed delivery requirements: File with an estimated 2,200 1099-Rs delivered by the government to the contractor in a layout provided by the contractor. This file will have one (1) FEIN and be delivered according to the Payroll Services Branch's current year-end processing schedule which is typically the Monday following the second weekend in January. File is required to be reconciled and posted within three (3) business days.
- D. One-time file History load using a file in a vendor-supplied format for the Years 2011 – 2014. Provide summary totals, correction and reload services as required. These files are to be used for reissue services described in CLINs 0009, 1009, 2009, 3009 and 4009

CLINs 0004, 1004, 2004, 3004 and 4004 - On-line W-2 and W-2c distribution services

Upon successful load of W-2 files that have been completed to the satisfaction of the government and described in CLINS 0002, 1002, 2002, 3002 and 4002 above, the vendor will provide the online delivery as follows:

- A. Provide for those current or former employees who have provided consents for electronic delivery of their W-2s:
 1. Estimated award year distribution – 23,500 W-2s;
 2. Estimated option Year One distribution – 24,000 W-2s;
 3. Estimated option Year Two distribution – 25,000 W-2s;
 4. Estimated option Year Three distribution – 26,000 W-2s;
 5. Estimated option Year Four distribution – 26,000 W-2s;
- B. Make available to all consented employees the ability to print and/or download their original W-2 forms and/or reissues from issuance through January 31st of the next year plus option years as exercised.
- C. Secure download methods must be available for employees to download their original W-2s using secure protocols such as https (web) or SFTP as required by the government.

CLINs 0005, 1005, 2005, 3005 and 4005 - On-line 1099-R distribution services

Upon successful load of 1099-R file that has been completed to the satisfaction of the government and described in CLINS 0003, 1003, 2003, 3003 and 4003 above, the vendor will provide the online delivery as fol-

lows:

- A. Provide for those current or former employees the electronic delivery of their 1099-Rs:
 - 1. Estimated award year distribution – 500;
 - 2. Estimated option Year One distribution – 550;
 - 3. Estimated option Year Two distribution – 600;
 - 4. Estimated option Year Three distribution – 600;
 - 5. Estimated option Year Four distribution – 600;
- B. Make available to all employees the ability to print and/or download their original 1099-R forms and/or re-issues from issuance through January 31st of the next year plus option years as exercised.
- C. Secure download methods must be available for employees to download their original W-2s using secure protocols such as https (web) or SFTP as required by the government.

CLINs 0006, 1006, 2006, 3006 and 4006 - Printing and Mailing of W-2s for employees under 4 FEINs)

The vendor must have the capability to create a print file or suppress those records for which no consent for electronic delivery was granted on a date mutually agreed upon between the government and the vendor the items listed below in (a) through (e). In addition, the government may flag/indicate certain records for printing regardless of consent status, i.e., terminated employees:

- A. Print paper W-2 forms for all Judiciary employees for which on-line consent is not obtained by the date agreed to each year between the Judiciary and the Contractor.
- B. Print paper W-2 forms for employees provided to the Contractor as well as those employees on a Judiciary provided listing.
- C. Prepare envelopes for government certificate/permit mailing by pre-printing permit and penalty certificate on envelopes. U.S. Courts return address can also be printed if suitable double window envelope is not used.
- D. Fold and insert forms in envelopes. Seal envelopes and deliver to US Post Office for mailing with AOUSC permit at least 7 days prior to IRS deadline.
- E. Return certified mailing permit PS Form 3615 to the AOUSC.

CLINs 0007, 1007, 2007, 3007 and 4007 - Printing and Mailing of W-2s under 1 FEIN

The below listed items (a) through (d) must be completed to the satisfaction of the government by a date mutually agreed upon for all employees that did not consent to on-line distribution.

- A. Print paper W-2 forms for all Judiciary employees for which online consent was not obtained.
- B. Prepare envelopes for government certificate/permit mailing by pre-printing permit and penalty certificate on envelopes. U.S. Courts return address can also be printed if suitable double window envelope is not used.
- C. Fold and insert forms in envelopes. Seal envelopes and deliver to US Post Office for mailing with AOUSC permit at least 7 days prior to IRS deadline.
- D. Return certified mailing permit PS Form 3615 to the AOUSC.

CLINs 0008, 1008, 2008, 3008 and 4008 - Printing and Mailing of 1099-Rs under 1 FEIN.

The below listed items (a) through (d) must be completed to the satisfaction of the government by a date mutually agreed upon for all employees.

- A. Print paper 1099-R forms for all Judiciary employees under 1 FEIN.
- B. Prepare envelopes for government certificate/permit mailing by pre-printing permit and penalty certificate on envelopes. U.S. Courts return address can also be printed if suitable double window envelope is not used.
- C. Fold and insert forms in envelopes. Seal envelopes and deliver to US Post Office for mailing with AOUSC permit at least 7 days prior to IRS deadline.
- D. Return certified mailing permit form to AOUSC.

CLINs 0009, 1009, 2009, 3009 and 4009 - Online W-2, W-2c, and 1099-R Reissue services (current and prior years).

The below listed items (a) through (f) must be completed to the satisfaction of the government:

- A. Maintain the ability of all employees (including non-consents) to obtain electronic re-issue of W-2s and 1099-Rs upon request from issuance through the duration of the contract or with archival instructions as provided - estimated usage 2,000 – 2,500 reissues per year
- B. Load W-2s for the Calendar Years 2010 - 2014 W-2 files (see CLINS 0002, 1002, 2002, 3002, 4002). Provide electronic reissues W-2s and corrections (W-2cs) through the duration of the contract.
- C. Provide the ability for the administrators to enter corrected W-2 information and create and distribute form W-2Cs.
- D. Provide for the generation of W-2c files and reports.
- E. Load 1099-Rs for Calendar Years 2011 – 2014 files (see CLINS 0003, 1003, 2003, 3003, 4003). Provide electronic reissues of 1099-Rs and corrections through the duration of the contract.
- F. Provide the ability for administrators to enter corrected 1099-R information and to create and distribute corrected forms.

CLINs 0010, 1010, 2010, 3010 and 4010 - W-2 and 1099-R records on CD.

The below listed items (a) through (d) must be completed to the satisfaction of the government by January 28th each year.

- A. Provide an original CD and two copies of the CD with all W-2 and 1099-R records (printable, with form and data) for each FEIN on the two load files. Total of fifteen (15) CDs required./
- B. CDs must be cataloged to allow search and bulk printing by state and locality (box 15 or 20) in addition to basic search criteria such as name and SSN.
- C. W-2 and 1099-R information shall use at a minimum the Advanced Encryption Standard (AES) 256 bit encryption for copying W-2 and 1099 records to CD and the encryption key must be provided by secure means to the recipient for the purpose of decryption.
- D. All CDs must be labeled: Sensitive but Unclassified.

Section D - Packaging and Marking

No Clauses

Section E - Inspection and Acceptance

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-5B	Inspection of Services	APR 2013

Section F - Deliveries or Performance

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

F-1 Period of Performance

Period of performance of this contract is one year from date of award plus four one-year option periods.

Base Year - 12 Months from Date of Award

Option Year 1 - 12-Month Period after the end of Base Period

Option Year 2 - 12-Month Period after the end of Option Year 1

Option Year 3 - 12-Month Period after the end of Option Year 2

Option Year 4 - 12-Month Period after the end of Option Year 3

Optional Extension Up to Six (6) Months – Clause 2-90C

F-2 Place of Performance

All meetings and presentations will be held at the Thurgood Marshall Federal Judiciary Building located at One Columbus Circle, NE, Washington, DC 20544. All other work will be performed at the contractor's site.

F-3 Requirements for Travel

Travel is not reimbursed in the performance of this contract.

Section G - Contract Administration Data

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

(a) Method of payment.

(1) All payments by the judiciary under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause.

(2) In the event the judiciary is unable to release one or more payments by EFT, the contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the judiciary to extend payment due dates until such time as the judiciary makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The contractor is required to provide the judiciary with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (j) of this clause by no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the same office.

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the office designated in paragraph (j).

(c) Mechanisms for EFT payment. The judiciary will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The judiciary is not required to make any payment under this contract until after receipt, by the office designated in paragraph (j), of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice.

(2) If the EFT information changes after submission of correct EFT information, the judiciary shall begin using the changed EFT information no later than 30 days after its receipt by the office designated in paragraph (j) to the extent payment is made by EFT. However, the contractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the judiciary used the contractor's EFT information incorrectly, the judiciary remains responsible for-

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, or was revised within 30 days of judiciary release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the judiciary is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the judiciary shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (i) of this clause to the office designated in paragraph (j), and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the judiciary, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The judiciary is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment Information. The judiciary will not provide EFT payment information. EFT payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury at <https://www.ipp.gov/>. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. If the judiciary makes payment by check in accordance with paragraph (a) of this clause, the

judiciary shall mail the check and any other payment information to the remittance address provided in accordance with paragraph (i) of this clause.

(i) EFT information. The contractor shall provide the following information to the office designated in paragraph (j) of this clause. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contract official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent.

(5) The contractor's bank account number and the type of account (checking, saving, or lockbox).

(j) Designated Office:

[Insert Court's Paying Office name, address and fax.]

(END)

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)

Section H - Special Contract Requirements

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
7-45	Travel	APR 2013
7-55	Contractor Use of Judiciary Networks	JUN 2014

7-50 Parking APR 2013

There is no contractor parking available at the Thurgood Marshall Federal Judiciary Building (TMFJB). In the event that this contract requires the delivery of equipment or materials to the TMFJB, the contractor shall park delivery vehicles at designated locations within the TMFJB Complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery at the TMFJB shall be coordinated with the Contracting Officer's Representative (COR) and made in accordance with building management policies.

(end)

2-65 Key Personnel APR 2013

(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.
- (b) The following individuals are designated as key personnel under this contract:
[Contracting Officer to add names upon contract award]
(END)

H-1 Special Requirements

H. Information Security

The contractor's W2s application, database, and data sharing interface shall be deployed in adherence to the following security requirements:

1. The contractor shall certify at a minimum a MODERATE risk impact information system in accordance with the Federal Information Processing Standard (FIPS)-199 (See Attachment B)

2. The contractor shall meet the minimum security requirements set forth in the Judiciary Information Security Framework ver 2.1.2) or the National Institute of Standards and Technology (NIST) SP-800-53, , Recommended Security Controls for Federal Information (See Attachment C).
3. The contractor shall comply with industry best practice encryption methods when receiving and holding custody HRMIS sensitive data (i.e. SSL/TLS or Advanced Encryption Standard (AES)).
4. The contractor shall notify the AOSUC Security Operations Center (SOC) of any breach of HRMIS sensitive data in their custody within 1 hour of discovery along with information about incident response actions taken.

H1. Report Format

The contractor shall provide all written reports in Microsoft Word and presentation slides in Microsoft Office PowerPoint. Raw data must be provided in Microsoft Office Excel.

Section I - Contract Clauses

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
1-10	Gratuities or Gifts	JAN 2010
1-5	Conflict of Interest	AUG 2004
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-80	Judiciary Property	JAN 2003
2-90A	Option for Increased Quantity	APR 2013
2-140	Judiciary IT Security Standards	APR 2013
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-205	Protest after Award	JAN 2003
3-300	Registration in the System for Award Management (SAM)	APR 2013
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014

Clause	Title	Date
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-115	Availability of Funds	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-145	Government Purchase Card	JAN 2003
7-150	Extras	JAN 2003
7-160	Limitation on Withholding of Payments	APR 2013
7-175	Assignment of Claims	JAN 2003
7-185	Changes	APR 2013
7-195	Excusable Delays	JAN 2003
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-223	Termination for Convenience of the Judiciary (Short Form)	AUG 2004
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

2-20C Warranty of Services

JAN 2003

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; within 1000 hours of use by the judiciary;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either

(1) that the contractor shall correct or re-perform any defective or nonconforming services; or

(2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or

otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

(d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

(END)

B-5 **Clauses Incorporated by Reference** **OCT 2010**

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 address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

2-90C **Option to Extend Services** **APR 2013**

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 no later than 14 (fourteen) calendar days prior to the contract's current expiration date.

(END)

2-90D **Option to Extend the Term of the Contract** **APR 2013**

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 14 (fourteen) calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 (thirty) 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)

4-5 **Ordering** **APR 2013**

(a) Any products and services to be furnished under this contract will be ordered by issuance of written delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the effective date of the contract through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract and will specify the date, time and place for the products to be delivered or the services to be performed. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between a delivery order or a task order and this contract, this contract will control.

(c) If mailed, a delivery order or a task order is considered "issued" when the judiciary deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

(END)

4-10 **Order Limitations** **JUN 2014**

(a) *Minimum order.* When the judiciary requires products or services covered by this contract in an amount less than [contracting officer insert minimum dollar amount or quantity], 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 [contracting officer insert maximum dollar amount or quantity];

- (2) any order for a combination of items in excess of [contracting officer insert maximum dollar amount or quantity]; or
- (3) a series of orders from the same ordering office in the course of [contracting officer specify number] 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 Clause 4-20, Requirements) 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 clause, 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 [contracting officer specify number] 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)

6-1 Performance Bond Requirements

APR 2011

(a) *Definitions.* As used in this clause, "original contract price" means the award price of the contract; or for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The contractor shall furnish a performance bond (Standard Form 1418) for the protection of the judiciary in an amount equal to [contracting officer inserts percent] percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to [contracting officer inserts percent] percent of the original contract price.

(c) The contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the contracting officer within [contracting officer fill-in] days, but in any event, before starting work.

(d) The judiciary may require additional performance and payment bond protection if the contract price is increased. The judiciary may secure the additional protection by directing the contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of a firm commitment, supported by corporate sureties whose names are listed in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
 Financial Management Service
 Surety Bond Branch
 401 14th Street, NW, 2nd Floor, West Wing
 Washington, DC 20227
<http://www.treas.gov>

(END)

7-75 Subcontracts

JAN 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)

7-120 Availability of Funds for the Next Fiscal Year JAN 2003

Funds are not presently available for performance under this contract beyond Fiscal Year 2016. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond Fiscal Year 2016, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(END)

Section J - List of Attachments

J-1 List of Attachments

Attachment A - Pricing Schedule

Attachment B - NIST Special Publication 800-53

Attachment C - FIPS 199, Standards for Security Categorization of Federal Information and Information Systems

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

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
3-15	Place of Performance	JAN 2003

3-5 Taxpayer Identification and Other Offeror Information APR 2011

(a) *Definitions*

"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 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) Contractor Representations

The offeror represents as part of its offer that it is ☐, is not ☐ , 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected, then one sub-type is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(END)

3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, APR 2011
 and Other Responsibility Matters

(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, violating federal criminal tax laws, 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;

(D) have ___ have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has

exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

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 18 U.S.C. § 1001.

(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

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, and telephone numbers of the authorized negotiators)*.

Name: _____

Titles: _____

Telephone: _____

Fax: _____

Email: _____

(END)

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

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

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 address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

4-1 Type of Contract

JAN 2003

The judiciary plans to award a [Firm-Fixed Price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

L-1 Proposal Preparation Instructions

L.1 Submission of Proposals

Proposals are due by Tuesday October 6, 2015 at 3PM EST.

Proposals should be in pdf format and emailed to vernelle_cleveland@ao.uscourts.gov.

L.2 Solicitation Questions

All solicitation questions shall be emailed to vernelle_cleveland@ao.uscourts.gov and kimeerly_fleming@ao.uscourts.gov by no later than Monday September 28, 2015 at 10AM EST.

Telephoned questions will not be accepted.

L.3 Preparation of Proposals

Proposals submitted in response to this solicitation shall contain the following:

a. Pricing

Offerors shall submit pricing for the Contract Line Item Numbers (CLINs) identified in Section B .0 - Supplies and Services and Prices (See attachment A).

b. Technical Proposal

Your proposal shall include a discussion and be developed based on the below items.

1. Key Personnel
2. Technical Approach
3. Past Performance
4. Go/No Go Factor (Must be addressed in cover letter)

Section M - Evaluation Factors for Award

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-85A	Evaluation Inclusive of Options	JAN 2003
3-70	Determination of Responsibility	JAN 2003

M-1 Proposal Evaluation and Award

M. Proposal Evaluation and Award

The government intends to make a single award from this solicitation. Contract award will be made to the responsible offeror whose offer is determined to be technically acceptable and is the lowest priced. To be determined technically acceptable, the proposal will be evaluated for the ability to meet the requirements listed in Section M above and the Statement of Work. The Government intends to evaluate offers and award a contract

without discussions with offerors. Therefore, the Offeror's proposal shall contain their best terms from a price and technical standpoint.

Upon receipt of proposals, the Contracting Officer will review the proposed prices to determine which offeror has offered the lowest overall price. The proposal offering the lowest overall price will be forwarded to the Technical Evaluation Team for technical evaluation. If determined to be technically acceptable, award will be made to that offeror. If the proposal is determined not to be technically acceptable, the next lowest priced proposal will be forwarded for evaluation. This process will repeat until a proposal has been determined to be technically acceptable.

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Proposals that are deemed technically unacceptable will not be considered for contract award.

Proposals will be evaluated on a Lowest Priced Technically Acceptable basis using the following criteria:

a. Key Personnel - A list of at least five proposed key personnel stating relevant education and experience related to the work identified in this proposal (individual resumes are required).

Evaluation factors will include progressively more complex assignments leading up to the ability to support the scope of work required in the Statement of Work. A successful bidder will be able to demonstrate their staff is experienced in the following functional areas of expertise:

- Application Analysis
- Web Security
- Network Administration
- Client Setup
- Implementations & Project Management
- Data Extraction
- Data Reconciliation
- On-line Forms Development
- Call Center / Help Desk Management
- Applications Configuration & Management

b. Technical Approach - The proposal shall address the approach to accomplishing the tasks identified in Section II - Scope of Work, Section III - Deliverables and Section IV - Security Requirements. In the technical proposal, vendors must describe the capability and functions of their off-the-shelf system and any modifications required to meet the scope of work and deliverables. Vendors must also include a description of their security capabilities and how often the systems are tested and audited. Additionally, security requirements should also include any description regarding technology or audit procedures to ensure Judiciary employee data is secure. The proposal should also include a description of how the vendor maintains tight controls to include independent verification, firewalls, and data center controls, backup systems, shredding, encryption, security scans, comprehensive hiring practices, and physical security. This would include a description of how the vendor evaluates and tests whether or not the system is reliable when measured against the following principles: availability, security, integrity, and maintainability. Judiciary data is proprietary and any Judiciary information provided under this contract cannot be used for any other purpose outside its intended use under this contract. The Judiciary expects full protection of data supplied under this contract.

c. Past Performance - The proposal shall include the name, address, telephone number and a contact person for three government or private sector organizations for which the offeror has conducted similar services within

the past three years. References must include providing electronic IRS forms delivery services to at least two large employer organizations issuing 40,000+ forms.

d. Go/No-Go Factor – Vendor must be able to load standard PeopleSoft W-2 outsource file (specifications available upon request). Inability to utilize standard PeopleSoft W-2 outsource file will render the proposal technically unacceptable. Note: This factor will be evaluated on a go/no-go basis. If an offeror does not state that they are able to load standard PeopleSoft W-2 outsource file their offer will not be further evaluated and will be removed from competition. **This factor must be addressed in the offeror's cover letter.**