

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USCA17R0021		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
5. DATE ISSUED 05/15/2017		6. REQUISITION/PURCHASE NUMBER PPS-TD170013			
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			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 _____^{N/A} until _____^{12:00:00} local time _____^{06/08/2017}
(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 Manish Patel	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS manish_patel@ao.uscourts.gov
		AREA CODE 202	NUMBER 502-3258	EXT.	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	CONTRACT
	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	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	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.	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)	
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Accounting Division, DAS-BAPO-ACC Administrative Office of the United States Courts One Columbus Circle, N.E., Suite 5-300 Washington, DC 20544-0001	
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.

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
B	Supplies or Services and Prices/Costs	5
	B-2 Contract Type	5
	B-3 Pricing	5
C	Descriptions/Specifications/Statement of Work	5
	C-1 Statement of Objectives	5
D	Packaging and Marking	7
E	Inspection and Acceptance	7
	2-5B Inspection of Services	7
F	Deliveries or Performance	7
	2-60 Stop-Work Order	8
	7-200 Judiciary Delay of Work	8
	F-1 Deliverables	8
	F-2 Place of Performance	8
	F-3 Term of the BPA	8
G	Contract Administration Data	8
	3-305 Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	8
	7-1 Contract Administration	8
	7-125 Invoices	8
	7-5 Contracting Officer's Representative	8
	6-20 Insurance-Work On or Within a Judiciary Facility	8
	7-10 Contractor Representative	9
	G-1 Authorized Issuers	9
	G-2 Ordering Procedures	9
H	Special Contract Requirements	10
	1-1 Employment by the Government	10
	7-45 Travel	10
	7-55 Contractor Use of Judiciary Networks	10
	2-65 Key Personnel	10
	7-50 Parking	11
	H-1 Government Furnished Information	11
	H-2 Incremental Funding	11
	H-3 508 EIT Accessibility	12
	H-4 AOUSC Suitability Clearance	12
	H-5 Indemnity, Software, and Data Rights	12
	H-6 Continuity of Operations	12
I	Contract Clauses	12
	1-10 Gratuities or Gifts	12
	1-15 Disclosure of Contractor Information to the Public	12
	1-5 Conflict of Interest	12
	2-140 Judiciary IT Security Standards	12
	2-50 Continuity of Services	12
	2-55 Privacy or Security Safeguards	12
	2-80 Judiciary Property	12
	3-105 Audit and Records	12
	3-120 Order of Precedence	12
	3-140 Notice to the Judiciary of Labor Disputes	12
	3-205 Protest after Award	12
	3-25 Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	12
	3-300 Registration in the System for Award Management (SAM)	13
	3-35 Covenant Against Contingent Fees	13
	3-40 Restrictions on Subcontractor Sales to the Judiciary	13
	3-45 Anti-Kickback Procedures	13
	3-50 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	13
	3-55 Price or Fee Adjustment for Illegal or Improper Activity	13
	4-30 Payment (Time-and-Materials and Labor-Hour Contracts)	13
	4-60 Allowable Cost and Payment	13
	4-65 Fixed Fee	13
	4-75 Cost Contract-No Fee	13
	4-80 Cost-Sharing Contract - No Fee	13
	4-85 Limitation of Cost	13

	4-90 Limitation of Funds.....	13
	5-20 Records Ownership.....	13
	5-30 Authorization and Consent.....	13
	6-110 Deferred Ordering of Technical Data or Computer Software.....	13
	6-25 Insurance-Liability to Third Persons.....	13
	6-40 Federal, State, and Local Taxes.....	13
	6-65 Rights in Data-Special Works.....	13
	6-85 Commercial Computer Software License.....	13
	6-90 Notice and Assistance Regarding Patent and Copyright Infringement.....	13
	6-95 Patent Indemnity.....	13
	7-100B Limitation of Liability (Services).....	13
	7-110 Bankruptcy.....	13
	7-130 Interest (Prompt Payment).....	13
	7-135 Payments.....	13
	7-140 Discounts for Prompt Payment.....	13
	7-15 Observance of Regulations/Standards of Conduct.....	13
	7-150 Extras.....	13
	7-160 Limitation on Withholding of Payments.....	13
	7-165 Penalties for Unallowable Costs.....	13
	7-170 Notice of Intent to Disallow Costs.....	14
	7-175 Assignment of Claims.....	14
	7-185 Changes.....	14
	7-185 Alt I Changes.....	14
	7-185 Alt II Changes.....	14
	7-195 Excusable Delays.....	14
	7-20 Security Requirements.....	14
	7-205 Payment for Judiciary Holidays.....	14
	7-210 Payment for Emergency Closures.....	14
	7-215 Notification of Ownership Changes.....	14
	7-220 Termination for Convenience of the Judiciary (Fixed Price).....	14
	7-225 Termination (Cost-Reimbursement).....	14
	7-225 Alt I Termination (Cost-Reimbursement).....	14
	7-230 Termination for Default - Fixed-Price Products and Services.....	14
	7-235 Disputes.....	14
	7-25 Indemnification.....	14
	7-30 Public Use of the Name of the Federal Judiciary.....	14
	7-35 Disclosure or Use of Information.....	14
	7-40 Judiciary-Contractor Relationships.....	14
	7-65 Protection of Judiciary Buildings, Equipment, and Vegetation.....	14
	7-70 Judiciary Property Furnished "As Is".....	14
	7-80 Competition in Subcontracting.....	14
	7-85 Examination of Records.....	14
	3-145 Payment for Overtime Premiums.....	14
	4-70 Incentive Fee.....	15
	6-95 Alt I Patent Indemnity.....	16
	7-155 Certification of Final Indirect Costs.....	16
	7-75 Subcontracts.....	17
	B-5 Clauses Incorporated by Reference.....	18
J	List of Attachments.....	18
K	Representations, Certifications and Other Statements of Offerors or Respondents.....	18
	3-15 Place of Performance.....	18
	3-130 Authorized Negotiators.....	18
	3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.....	19
	3-30 Certificate of Independent Price Determination.....	20
	3-5 Taxpayer Identification and Other Offeror Information.....	20
L	Instructions, Conditions and Notices to Offerors or Respondents.....	21
	3-100 Instructions to Offerors.....	21
	3-210 Protests.....	21
	3-85 Explanation to Prospective Offerors.....	21
	3-95 Preparation of Offers.....	21
	7-60 Judiciary Furnished Property or Services.....	21
	2-1 Request for Information or Solicitation for Planning Purposes.....	21
	4-27 Time-and-Materials/Labor-Hour Proposal Requirement - Competitive Pricing.....	22
	B-1 Solicitation Provisions Incorporated by Reference.....	22

M

L-1 Instructions	22
Evaluation Factors for Award	25
3-70 Determination of Responsibility	25
M-1 Evaluation Criteria.....	25

Section B - Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Case Management Systems Office systems support BPA.	0	Lot		

B-2 Contract Type

This is an open market blanket purchase agreement (BPA). This BPA does not obligate any funds. The Judiciary is obligated only to the extent of authorized BPA calls issued against this agreement.

BPA calls issued may be firm fixed price, time and materials (T&M), cost reimbursable, or a combination of these if appropriate.

B-3 Pricing

Labor categories and rates are established on Attachment A - CMSO BPA Pricing Sheet.

Section C - Descriptions/Specifications/Statement of Work

C-1 Statement of Objectives

1.0 BACKGROUND

1.1 OVERVIEW

The Administrative Office (AO) of the U.S. Courts is the administrative arm of the Federal Judiciary, and has a unique mission to provide the Judiciary branch a broad range of services and functions, from aiding in developing and implementing Judiciary policies and procedures to delivering administrative, legal, and Information Technology (IT) services to the courts. Within the AO are three departments: the Department of Administrative Services, Department of Technology Services, and Department of Program Services (DPS).

The Department of Program Services is responsible for providing business and technical services that directly support the mission of the US Courts. One of the offices within DPS is the Case Management Systems Office (CMSO), whose mission is to effectively and efficiently develop, deliver, and support mission critical case management applications and systems to the US Courts. These applications, in turn, support the daily operations of the Judiciary's Appellate Courts, District Courts, Bankruptcy Courts, Defender Services Offices, and Probation and Pretrial Services Offices located throughout the United States and its' territories.

For several years, CMSO has been moving away from the traditional waterfall development methodology to an Agile/DevSECOps development and delivery model with influences from Scaled Agile and IT Infrastructure Library (ITIL) Framework. See Attachment II, Figure 2 for the current operational model.

1.2 CMSO BUSINESS PORTFOLIOS

The CMSO business portfolio consists of the applications shown in Attachment I - CMSO Applications. The services and support required under this agreement cover these applications. Attachment I - CMSO Applications provide details about the specific applications, the interfaces to other applications, and pertinent information to assist the contractor in understanding the breadth and scope of the applications and systems within the

CMSO portfolio.

In addition CMSO also supports the Electronic Criminal Justice Act Payment Voucher System (eVoucher). eVoucher is An automated solution for the paper-based Criminal Justice Act (CJA) vouchering system to prepare, submit, review, and certify CJA vouchers for payment, saving staff time and eliminating photocopying and mailing. It is designed with built-in features to support other CJA-related business functions from case budgeting to reporting.

Figure 1 in Attachment II - CMSO As Is State provides additional information on the CMSO portfolio architecture depicting the technology and application components and their interfaces.

2.0 OBJECTIVES

The contractor shall stabilize, enhance, support, replace, and maintain CMSO existing and future technology solutions. The contractor will efficiently, effectively, and economically provide and maintain a standard Information Technology system development and infrastructure to support the CMSO in meeting the CMSO, DPS, and AOUSC mission. The contractor shall cover all CMSO Agile Delivery and ITIL support services capabilities. The contractor shall also specialize in Agile and DevSecOps software development and delivery services integrated with an ITIL best practices for operations and support.

The contractor shall use Agile and DevSECOps methodologies and principles to develop and deliver the CMSO's software development for any work under this agreement that necessitates the use of Agile practices.

The contractor shall provide the products and services to architect, design, build, test, validate, deliver, and operate existing and new CMSO programs and systems that will provide capabilities and services to meet CMSO's operational mission.

The contractor shall implement solutions that modernize and potentially replace the existing stove-piped business processes and information systems by building a new integrated business and technical architecture that is flexible, scalable, and agile that includes:

- (1) Full end-to-end software solutions development and delivery services.
- (2) Operational support.
- (3) High IT cybersecurity services.
- (4) Standard, integrated, and seamless processes and procedures.

Objective 1: Provide Full end-to-end software solutions development and delivery services

The contractor shall respond to specific CMSO application development requirements as defined in BPA calls issued under this agreement. The contractor's work shall conform to the architecture standards and design provided by the CMSO Architecture and Design team and the Agile processes set up by the CMSO Processes and Practices team.

The contractor shall have the capability of deploying code to a production environment. The contractor shall partner with IT operations staff to ensure that software runs according to business requirements. The contractor shall support and deliver practical processes and foster collaboration between development and IT operations. The contractor shall be working in DevOps-mode and shall be proactive in monitoring rather than reactive to alerts. Under the DevOps model, the contractor shall continue to have visibility to the code even after it goes to production. The contractor shall participate in the delivery of the code from creation to running in the pipeline to deployment and then maintenance.

- a) The contractor shall be responsible for performing the full suite of development tasks using Agile methodologies, including, but not limited to: participating in creating user stories for both business functionality, technical requirements and defining acceptance criteria; estimating the size of stories; solution design; development; and testing.
- b) The contractor shall assist in the documentation of user stories, acceptance criteria and tasks to be completed to fulfill the definition of done for a story.
- c) The contractor is expected to perform Project Management and Scrum Master activities and conform to the AO ITPM Framework and all CMSO internal communication and documentation of team activity. This includes regular project management reviews and proper facilitation of all

Agile ceremonies.

- d) The contractor shall develop code and other artifacts against the documented user stories documented or as assigned by the government.
- e) The contractor shall provide traceability of all corrected defects back to the original user story.
- f) The contractor shall regularly validate their user interface mockups and perform usability testing with operations personnel, including subject matter experts and regular users.

Objective 2: Provide operational support

The contractor shall provide ongoing software and systems development, maintenance, and operational support of CMSO systems and tools used in the creation, sustainment, and stabilization of its products and services. CMSO's supported systems reside on both Cloud based virtual and physical hardware in geographically dispersed data centers. Some of the operating systems and databases used by CM/ECF and the PACTS application suites are Unix, Linux, Windows, iOS, Microsoft SQL, Informix, and MySql. The applications also use, but are not limited to, business objects, .NET, Java, and PERL.

Objective 3: High IT cybersecurity services

The contractor shall provide cybersecurity services for the CMSO portfolio of applications with a full understanding of the National Institute of Standards and Technology Risk Management Framework, principles of FedRAMP cloud security solutioning, and risk management practices. The contractor shall ensure that CMSO finished products are free from cyber defects at the web and application tier.

The contractor shall utilize cyber security tools employed in the AOUSC to support maintenance of operation of CMSO systems. The contractor must understand and have the ability to operate in a high tempo risk adverse environment, perform security impact analysis of all proposed changes to the systems and environments, maintain the security documentation and artifacts per the AOUSC policies and procedures, and be able to integrate with development and operational teams. Specific security certification requirement shall be identified in the individual BPA calls.

Objective 4: Develop and Implement Standard, integrated, and seamless processes and procedures

The contractor shall partner with the government to develop and implement standard processes and procedures for CMSO applications that seamlessly integrate all aspects of the organization. This includes processes and procedures that address integration and interfaces with partners external to CMSO. These processes and procedures should be agile in nature and help remove stovepipes where possible. The contractor shall also provide recommendations on improving existing processes and procedures, as appropriate. This includes improvements to the existing communication and reporting that keeps communication frequent and targeted in content (i.e., providing information that provides confidence that quality products are being developed and delivered), while minimizing redundant reporting. The contractor shall also look at the existing IT Project Management Framework, which is more traditional and waterfall in nature, and addressing and building in the basic project management (PMI / PMBOK) requirements (i.e., scope management, risk management, etc.) into the development and delivery cadence.

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 Deliverables

All deliverables will be accepted according to the deliverable schedule established on individual BPA calls. Deliverables, and the timeframe for their delivery, shall be specified in each BPA call.

The contractor shall submit electronic copies of document deliverables to the COR and other government staff, as necessary, via email unless otherwise specified on a BPA call. All document deliverables shall be made by close of business (COB) 4:30pm local time Monday through Friday, unless stated otherwise on a BPA call.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

F-2 Place of Performance

The principal place of performance can be at the contractor's site or at the government-provided work site. Place of performance details shall be set forth in individual BPA Calls.

Unless otherwise stated in the individual BPA calls, the normal duty hours of operation shall be 6:00 AM to 8:00 PM, Monday-Friday, and 8:00 AM to 4:00 PM, Saturday and Sundays.

F-3 Term of the BPA

This agreement has an ordering period of five years from TBD to TBD.

Any BPA call issued prior to the expiration of this agreement and not completed within this ordering period shall be completed by the contractor within the time specified on the BPA call. BPA calls shall not exceed 12 months beyond the expiration of this agreement. This agreement will cover the contractor's rights and the Judiciary's rights and obligations with respect to that BPA call to the same extent as if the BPA call were completed during the term of the agreement.

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
7-125	Invoices	APR 2011
7-5	Contracting Officer's Representative	APR 2013

6-20 Insurance-Work On or Within a Judiciary Facility

APR 2011

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) *Workman's Compensation and Employee's Liability Insurance*. The contractor shall comply with applicable

federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) *Automobile Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) *General Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) *Self-Insurance.* If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(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)

G-1 Authorized Issuers

The individuals authorized to issue BPA calls against this agreement are contracting officers in the AOUSC Procurement Management Division (PMD).

G-2 Ordering Procedures

1) Ordering under this BPA shall be accomplished through issuance of a BPA call.

2) A BPA call number will be furnished to the contractor by the contracting officer during issuance of a BPA call. The contractor is required to insert this BPA call number on all invoices. Failure to include the BPA call number on the invoice will adversely impact the expeditious processing of payments and will be regarded as an invoice discrepancy.

3) The BPA call issuance steps are as follows:

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:

As identified and required on individual BPA Calls

(END)

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)

H-1 Government Furnished Information

Any/all information necessary to perform the tasks will be furnished by the Government as needed throughout the performance of a BPA Call. The contractor shall safeguard any sensitive information in accordance with clause 7-35 Disclosure of Use of Information.

H-2 Incremental Funding

Any BPA call that is issued as T&M, cost reimbursable, or have a portion of the BPA call that is T&M or cost reimbursable may be incrementally funded. Any BPA call that is incrementally funded will contain additional

clauses and/or conditions to address the incremental funding.

H-3 508 EIT Accessibility

The contractor shall support the Government in its consideration for providing electronic and information technology (EIT) accessibility of IT systems to people with disabilities. The contractor will comply with the provisions identified in Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) (Section 508), throughout the development and implementation of any work under this agreement.

H-4 AOUSC Suitability Clearance

The Judiciary has determined that all contractor staff and any subcontractor teaming partner staff working on BPA calls will have access to Probation and Pretrial Services information. This will require a AOUSC Suitability Clearance 5C (Moderate Risk) be performed prior to onboarding any staff.

H-5 Indemnity, Software, and Data Rights

As it relates to item (c) on clause 6-95 Patent Indemnity Alt I, this patent indemnification shall not apply to the following items: Non-commercial software and other deliverables first produced under this contract.

Clause 6-85 Commercial Computer Software License is applicable when deliverables are commercial computer software and licenses. In turn, clause 6-65 Rights in Data-Special Works applies to all non-commercial deliverables, including data first produced.

H-6 Continuity of Operations

In the event of an emergency, disaster, or situation requiring Continuity of Operations (COOP), the contractor shall continue to provide support at a contractor facility and/or alternate location(s). Not all contractor personnel shall be required to provide support during a COOP event. Only contractor personnel positions performing "Essential Functions" shall be required to provide support during a COOP event. Any essential functions will be defined on specific BPA calls issued under this agreement.

Section I - Contract Clauses

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

Clause	Title	Date
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
1-5	Conflict of Interest	AUG 2004
2-140	Judiciary IT Security Standards	APR 2013
2-50	Continuity of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
2-80	Judiciary Property	JAN 2003
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-205	Protest after Award	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with	JUN 2014

Clause	Title	Date
	Contractors Debarred, Suspended, or Proposed for Debarment	
3-300	Registration in the System for Award Management (SAM)	APR 2013
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
4-30	Payment (Time-and-Materials and Labor-Hour Contracts)	APR 2011
4-60	Allowable Cost and Payment	APR 2013
4-65	Fixed Fee	APR 2013
4-75	Cost Contract-No Fee	APR 2013
4-80	Cost-Sharing Contract - No Fee	APR 2013
4-85	Limitation of Cost	APR 2013
4-90	Limitation of Funds	APR 2013
5-20	Records Ownership	JAN 2003
5-30	Authorization and Consent	JAN 2003
6-110	Deferred Ordering of Technical Data or Computer Software	JUN 2014
6-25	Insurance-Liability to Third Persons	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
6-65	Rights in Data-Special Works	JAN 2010
6-85	Commercial Computer Software License	APR 2013
6-90	Notice and Assistance Regarding Patent and Copyright Infringement	APR 2010
6-95	Patent Indemnity	JAN 2010
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-150	Extras	JAN 2003
7-160	Limitation on Withholding of Payments	APR 2013

- (4) For the purpose of fee adjustment, "total allowable cost" does not include allowable costs arising out of:
- (i) any of the causes covered by the Excusable Delays clause, to the extent that they are beyond the control and without the fault or negligence of the contractor or any subcontractor;
 - (ii) the taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
 - (iii) any direct cost attributed to the contractor's involvement in litigation as required by the contracting officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
 - (iv) the purchase and maintenance of additional insurance not in the target cost and required by the contracting officer, or claims for reimbursement for liabilities to third person pursuant to the Insurance Liability to third Persons clause;
 - (v) any claim, loss, or damage resulting from a risk for which the contractor has been relieved of liability by the Judicial Property clause; or
 - (vi) any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the judiciary has expressly agreed to indemnify the contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause will be evidenced by a modification to this contract signed by the contractor and contracting officer.
- (g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or judiciary options under this contract, compensation for spare parts or other products and services ordered under such documents will be determined in accordance with this clause.

(END)

6-95 Alt I Patent Indemnity

JAN 2010

Add the following paragraph (c) to the basic clause:

- (c) This patent indemnification shall not apply to the following items:

 [Contracting Officer list and/or identify the items to be excluded from this indemnity.]

(END)

7-155 Certification of Final Indirect Costs

JAN 2003

- (a) The contractor shall:
- (1) certify any offer to establish or modify final indirect cost rates;
 - (2) use the format in paragraph (c) of this clause to certify; and
 - (3) have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the offer.
- (b) Failure by the contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the contracting officer.
- (c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this offer to establish final indirect cost rates and to the best of my knowledge and belief:

- (1) all costs included in this offer [identify offer and date] to establish final indirect cost rates for [identify period covered by rate] are allowable in accordance with the cost principles in the Guide to Judiciary Policy, Vol 14, Ch 4 applicable to the contracts to which the final indirect cost rates will apply; and
- (2) this offer does not include any costs which are expressly unallowable under cost principles of the Guide to Judiciary Policy, Vol 14, Ch 4.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(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)

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)

Section J - List of Attachments

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

3-130 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)

(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)

3-30 Certificate of Independent Price Determination

JAN 2003

(a) The offeror certifies that:

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

(A) those prices;

(B) the intention to submit an offer; or

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

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

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

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

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

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

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

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

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

(END)

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)

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

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

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

The judiciary does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited.

(1) Although "offer" and "offeror" are used in this Request for Information, your response will be treated as information only. It will not be used as an offer.

(2) This solicitation is issued for the purpose of:

Seeking industry feedback to support continued development of the requirements.

(END)

4-27 Time-and-Materials/Labor-Hour Proposal Requirement - Competitive Pricing APR 2011

(a) The judiciary contemplates award of a time-and-materials or labor-hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by --

(1) The offeror

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) The offeror must establish fixed hourly rates using --

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;

(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or

(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

(END)

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)

L-1 Instructions

1.0 Proposal Due Date

Proposals are due by 2:00pm Eastern on [Month] [Day], 2017. Late submissions will not be accepted. Proposals must be emailed to Manish_Patel@ao.uscourts.gov by the due date stated above. Hard copies will not be accepted.

2.0 Instructions

There are two parts (A &B) associated with the offeror's proposal:

Part A - Base BPA:

1) BPA Business Proposal with the following:

- a. A completed Section K - Representations, Certifications, and Other Statements of Offerors or Respondents of this solicitation.

- b. Evidence of an adequate accounting system. Offerors shall provide proof of an adequate accounting system by submitting a copy of their most recent audit performed in accordance with Federal Government Auditing Standards. Offerors who do not have an adequate accounting system will be ineligible for award.
 - c. Completed Attachment A CMSO BPA Pricing Sheet. The offeror shall include their company name in cell A1 of the tab labeled “Labor Rates” of the spreadsheet. On the “Labor Rates” tab, the offeror shall provide on-site and -off-site hourly rates for each of the labor categories listed for each of the five years. On-site rates are used when working at a government facility. Off-site rates shall be used when working at the offeror’s facility. The tab labeled “Roles and Descriptions” provides the skills and qualifications required for each labor category to assist the offeror in determining their rates. The tab labeled “Labor Pricing” provides an estimate of on-site and off-site hours for each labor category. The estimated hours in columns B and C are what the Judiciary envisions as the average annual hours for an individual in each of those categories. The rates provided in the “Labor Rates” tab for each labor category will be multiplied by the corresponding estimated hours to arrive at an on-site and off-site price for each labor category. (Note: This attachment will carry forward into post award and establish the labor categories and rates for this BPA. The “Labor Pricing” tab will be removed from the spreadsheet post award as it is being used for solicitation and evaluation purposes only).
- 2) BPA Technical Proposal with the following:
1. Staffing Approach – The Judiciary is seeking to understand the offeror’s ability to staff Agile projects. The offeror shall demonstrate their ability and effectiveness in accessing, leveraging, and deploying resources to work on Agile development projects. The offeror shall also demonstrate how effectively they staff multiple projects that can run at the same time without impact to quality and performance. If the offeror intends to utilize subcontractors, the offeror shall further describe who their teaming partners/subcontractors are and how the partner/subcontractor staff are integrated with the staffing approach.
 2. Past Performance – The offeror shall provide three (3) past performance examples completed within the last three years where the offeror successfully demonstrated its ability to perform software development lifecycle (SDLC) work using an Agile approach inclusive of DevOps. Also, the offeror shall demonstrate it has led an implementation, operation, and maintenance of a case management software solution with an installed base larger than 1,000 base users in the public sector (federal, state, or local).

One example must be implementation, maintenance, and operation of a case management solution in the public sector. Evidence of the software development lifecycle (SDLC) using an Agile approach inclusive of DevOps work can come from either public or private sector, but at least two of the three past performance examples must be where the offeror was the prime contractor. The following shall be provided for each of the three examples:

- a. Name of customer, point of contact (name, email, and phone), the offeror’s role and whether it was as a prime contractor or subcontractor, and the contract value.
- b. Scope of the work describing:
 - i. What was done and how it is relevant to the requirements in this solicitation.
 - ii. Challenges overcome, constraints the offeror worked under, time taken to complete the project, and the results.
 - iii. The number of the offeror’s staff assigned to the project/contract.

The Judiciary may contact these Past Performance references to verify and validate the information provided. The offeror shall notify its past performance references letting them know the Judiciary may contact them.

The BPA Technical Proposal is limited to ten (10) pages. A cover page and table of contents page do not count towards the page limit. Any pages in excess of ten will not be reviewed or evaluated. The offeror shall submit their proposal as a Microsoft Word document and label the file as “BPA Technical Proposal – (Offeror’s Name)”.

Part B – BPA Calls

1) The offeror shall provide separate BPA Call technical proposals for the two (2) BPA Calls included with this solicitation. Thus, two (2) technical proposals must accompany the offeror's submission. Below are the details of what is required for each of the two BPA Calls:

- a. BPA Call 1 (PACTS Replacement. See BPA Call USCA17BPAC4030) - not to exceed twenty-five (25) pages:
 - i. The offeror shall complete the attachment labeled "Volume III – PPS-CM Business and Technical Matrix". The offeror shall complete the spreadsheet in accordance with the instructions provided in the spreadsheet.
 - ii. Using the information from the offeror's completed "Volume III – PPS_CM Business and Technical Matrix", "Volume I – Case Management Platform Requirements", and "Volume II - Wave 1 Requirements", the offeror shall provide a detailed description demonstrating how their proposed solution, methodology, approach, implementation plan (inclusive of a risk mitigation plan) effectively and efficiently meets all the technical, functional, and business requirements described in BPA Call USCA17BPAC4030 to ensure successful outcomes and performance. In writing the proposal, the offeror will address how they satisfy the requirements described on the "Platform – General Requirements" tab of the spreadsheet "Volume III – PPS_CM Business and Technical Matrix". The offeror will also address how the hybrid cloud hosting approach will support successful operation of their proposed solution.
 - iii. BPA Call 2 (IT Service Management Enterprise Support. See USCA17BPAC4031) – not to exceed twenty (20) pages. The offeror shall demonstrate their approach, methodology, and ability to successfully meet the requirements described in the Requirements Section C-1 of this BPA Call.

All BPA Call technical proposal submissions will be submitted as Microsoft Word documents and each file will be labeled "BPA Call Technical Proposal – (Insert BPA Call Number and Offeror's Name)". The text will be written in no smaller than Times New Roman 11-point font. A cover page and table of contents on each of the BPA Call technical proposal submissions do not count towards the page limit specified for each of the BPA Calls. Any pages in excess of these specified limits will not be read or evaluated.

2) For the BPA Call price proposal, the offeror shall submit separate BPA Call price proposals for the two BPA Calls as follows:

- a. For BPA Call 1 (PACTS Replacement USCA17BPAC4030), the offeror shall provide pricing as follows:
 - i. The offeror shall provide a firm fixed price in for CLIN 0001 Initial Operating Capability (IOC) that is listed on the "Supplies or Services and Prices/Costs" page of the BPA call (page 2). In addition, in a separate document, the offeror shall provide a breakdown of the labor categories and rates used to calculate the fixed price for Wave 1. This detail will inform the Judiciary as to how the offeror arrived at their pricing for this work.
 - ii. On the attachment labeled "PACTS Replacement Pricing Worksheet", the offeror shall fill-in columns B, C, D, and E on the "Platform Pricing" tab to show the breakdown of the software and hardware pricing of their proposed case management platform solution. The Government has provided pricing parameters to assist the offeror in determining the platform solution pricing. In the tab labeled "Platform Pricing Parameters", the Judiciary has provided the number of users per month anticipated to use the software as well as its hosting option. In addition, if there are tiered volume discounts the offeror can provide for this software, they are encouraged to provide that. If so, the offeror must show and explain this volume discounting price structure. In any case, the offeror shall provide a detailed breakdown of how they arrived at their pricing for this case management platform solution. The offeror shall provide this detail in a separate document to help inform the Judiciary as to how the offeror arrived at their pricing.
- b. For BPA Call 2 (IT Service Management Enterprise Support USCA17BPAC4031), the offeror shall provide a firm fixed price for CLIN 0001 through CLIN 4003 as shown in the "Supplies or Services and Prices/Costs" (pages 2 and 3) section of the BPA Call. The offeror shall provide a firm fixed price for each CLIN in the base and option years. In addition, the offeror shall provide a breakdown of the labor categories and rates used to calculate the fixed price for each of the CLINs. This detail will inform the Judiciary as to how the offeror arrived at their pricing for each task.

The Judiciary's intent is to award these two BPA calls as the first two awards after this agreement is executed. Therefore, offerors are encouraged to provide their best solutions, approach, and pricing for these BPA calls. Failure to adhere to the instructions above may result in your offer being removed from consideration for award.

Section M - Evaluation Factors for Award

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

Clause	Title	Date
3-70	Determination of Responsibility	JAN 2003

M-1 Evaluation Criteria

Basis for Award

The Judiciary intends to make a single award to the responsible offeror providing a proposal that conforms to the requirements of the solicitation, which is determined to represent the best value to the Judiciary on the basis of the following evaluation factors:

Factor 1 – Staffing Approach

Factor 2 – Past Performance

Factor 3 – BPA Call 1 (PACTS Replacement USCA17BPAC4030) Technical Approach

Factor 4 – BPA Call 2 (IT Service Enterprise Management Support USCA17BPAC4031) Technical Approach

Factor 5 – Price

In determining the best value, factors 1 through 4 are equal in importance. When combined, factors 1 through 4 are more important than price. The Judiciary may make trade-offs between technical excellence and price when determining which proposal offers the best value. Trade-offs will be based on the Judiciary's assessment of whether the technical excellence offered provides added value, added capability, and/or reduced risk to the judiciary. The importance of price in the evaluation will increase with the degree of equality of the technical proposals or when the price is so significantly high as to diminish the value of the technical superiority.

Evaluation Approach

Factor 1: Staffing Approach will be evaluated based on the offeror's demonstrated ability and effectiveness in accessing, leveraging, and deploying resources to work on Agile development projects as well as how effectively they staff multiple projects that can run at the same time without impact to quality and performance.

Factor 2: Past Performance will be evaluated based on the offeror's three past performance examples that demonstrate their ability to perform software development lifecycle (SDLC) work using an Agile approach inclusive of DevOps and leading an implementation, operation, and maintenance of a case management software solution with an installed base larger than 1,000 users in the public sector (federal, state, or local).

Factor 3: BPA Call 1 (PACTS Replacement USCA17BPAC4030) Technical Approach, the offeror will be evaluated based on demonstration of how their proposed solution, methodology, approach, and implementation plan (inclusive of a risk mitigation plan) effectively and efficiently meets or exceeds the technical, functional, and business requirements described in this BPA call to ensure successful outcomes and performance.

Factor 4: BPA Call 2 (IT Service Management Enterprise Support USCA17BPAC4031), The offeror will be evaluated based on demonstration of their approach, methodology, and ability to successfully meet or exceed the requirements described in the Requirements Section C-1 of this BPA call.

Factor 5: Price will be evaluated for reasonableness. The total five-year price from the offeror's completed Attachment A – CMSO BPA Pricing Sheet will be evaluated for price reasonableness. In addition, each BPA call's pricing will be separately evaluated for price reasonableness. Any offer that is materially unbalanced as to prices for the products and services requested may be rejected. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is determined by the Judiciary to be

significantly overstated or understated.