

<b>SOLICITATION, OFFER, AND AWARD</b>					
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 0869-2016-TAM	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/28/15	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY United States Probation and Pretrial Services Office For the District of South Dakota 314 South Main Avenue Sioux Falls, SD 57104-6323		CODE	8. ADDRESS OFFER TO (If other than Item 7) Colleen_Schulte@sdd.uscourts.gov if submitted by e-mail. OR Hand Deliver to:  Probation and Pretrial Services Office For the District of South Dakota 314 South Main Avenue Room 100 Sioux Falls, SD 57104-6323		

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

**SOLICITATION**

9. Offers to furnish the supplies and services in the Schedule shall be e-mailed to the contracting officer at the e-mail address shown in Block 8, or 1 paper copy together with 1 electronic copy of the offer on CD shall be delivered to the address shown in Block 8. It is the responsibility of the offeror to ensure that the offer is received by the U.S. Probation and Pretrial Services not later than **5:00 PM** local time on 11/13/2015.

CAUTION - See Section L, Provision No. 3-100 for information about LATE Submissions, Modifications, and Withdrawals  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CONTACT:	A. NAME Colleen Schulte, Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Colleen_Schulte@sdd.uscourts.gov NOTE - e-mail is the preferred contact method
		AREA CODE 605	NUMBER 977.8958	EXT.	

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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDER DAYS(%)
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   EXT.					

**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 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.

**Section B - Supplies or Services and Prices/Costs****B-1 Pricing Schedule**

CLIN NO.	Contract Period	Supplies or Services	Active Units Monitored Daily During Contract Period	Price Per Active Unit Per Day	Extended Amount*
1000	Base Period 10/01/2015- 9/30/2016	Remote Alcohol Detection	#10	\$_____	\$_____
1001	Option Yr. 1 10/01/2016- 9/30/2017	Remote Alcohol Detection	#10	\$_____	\$_____
1002	Option Yr. 2 10/01/2017- 9/30/2018	Remote Alcohol Detection	#10	\$_____	\$_____
<b>TOTAL CONTRACT CEILING PRICE</b>					\$_____

**B-2 Pricing Notes**

(1) Calculate extended price by multiplying Average # of Units Monitored Daily x Price Per Active Unit Per Day x 365.

(2) Total Contract Ceiling Price should equal total of Extended Price for all items, including base plus option years

(3) The quantities listed in the “# of Active Units Monitored Daily During Contract Period” column in the Pricing Schedule are estimates of the average number of active units being monitored on a daily basis. They are estimates only and do not represent a commitment by the Government to purchase specific quantities of the requested services.

(4) The rates stated in the "Price Per Unit Per Day" column of the Pricing Schedule shall be fully burdened fixed rates for the required equipment and services.

(5) This is a requirements contract for the services/products identified. See Clause 4-20, Requirements, in Section I, for further information.

(6) The maximum and minimum order limitations are prescribed in Section 1, Clause 4-10 Ordering Limitations.

(7) This contract may be incrementally funded. See Clause 4-170, Limitation of Judiciary's Obligations, in Section I, for further information.

## Section C - Descriptions/Specifications/Statement of Work

### C-1 Statement of Work

#### **C.1 Overview**

The contractor is required to provide remote alcohol monitoring equipment and services complying with requirements stated in this solicitation, for offenders and defendants under community supervision by the United States Probation and Pretrial Services Offices for the District of South Dakota (Judiciary or PPS Office).

The contractor shall provide equipment that performs random alcohol testing in the defendant/offender's home. The equipment shall detect the presence of alcohol and shall have the capacity to transmit results remotely through a secured telephone connection. The Contractor shall continuously monitor equipment to ensure it remains in optimal operational condition and the Contractor is responsible for providing alerts and taking other measures to mitigate consequences in the event of any malfunction in equipment provided by the Contractor, or failure by the contractor to perform required services, under this contract. The Contractor shall be responsible for replacing all lost, stolen or damaged equipment at no additional cost to the Judiciary.

#### **Transdermal Alcohol Monitoring Equipment Requirement –**

The contractor shall provide “transdermal alcohol devices” that measure the ethanol concentration in a discrete sample of the ethanol vapor with the integrated fuel cell. Transdermal alcohol concentration (TAC) shall express the ethanol level in the samples tested by the device. The device shall measure the ethanol content in what is referred to as insensitive perspiration or the unnoticed perspiration that occurs continuously.

The device shall provide for measurements to be conducted every 30 minutes with results stored in the device and the ability to download results to a computer and offer a detection system and the ability to report these events to an officer via wireless technology. The device must be able to distinguish between environmental factors and actual consumption.

The device must have the capacity to transmit results remotely through wireless transmission. The manner by which these results are reported may differ, but the detection of alcohol shall be certified and reported to the officer within 24 hours.

The device must be able to provide multiple tamper sensors including strap tamper, loss of skin contact, and water sensors.

The device must offer field replaceable strap, battery, pins, and latches.

## **Field Monitoring Units**

The device must be able to monitor the absence or presence of an individual at their residence during designated times as established by the officer.

The device must be able to detect tamper and notification issues including power loss, phone loss, low battery, out of range, case tamper/case movement, strap tamper, and loss of ability to communicate with host.

The device must be able to operate with digital phone service.

### **C.2 Testing Equipment Requirements**

**C.2.1 Fully tested Equipment.** At the time of the proposal submission, all proposed monitoring equipment shall have passed beta testing. A beta test is a period in the development of hardware and software where it is tested by groups of people who would be typical users. Defendant/offenders use the product normally and often report back on any problems that have (bugs) or with feedback on basic usability and navigation. Beta testing follows a period called an alpha test. Before the product can be released from beta testing, the product must be usable and no firmware and/or software changes necessary. Products that have not completed beta testing are unacceptable.

**C.2.2 User Verification.** The device shall verify the identity of the defendant/offender by utilizing a digital imaging recognition verification process.

**C.2.3 Variable Testing Interval.** The system shall provide for testing to be conducted at random or fixed intervals that can be set by the officer on a per defendant/offender basis based on the risk of the defendant/offender. The system must be capable of testing at least 4 scheduled and 2 random tests during a 24 hour period. The system's testing intervals shall allow for testing that is randomly generated by computer, scheduled by the monitoring staff and/or conducted by the PPS Officer.

**C.2.4 Tamper Detection.** The device shall include tamper detection features to detect and report tampering and ensure the PPS Officer receives accurate information. Tamperers shall be reported to the officer as indicated in Section C.5.

**C.2.5 Power Supply.** The device shall contain a battery operated backup system that will permit the device to continue functioning for a minimum of 12 hours in the event of electrical power outage and/or disconnection.

### **C.3 Monitoring Center Facility Requirements**

**C.3.1 Continuously Operating Monitoring System.** The Contractor shall provide a centrally located monitoring center with a monitoring system to receive, store, and disseminate information generated by the monitoring equipment and system. The Contractor shall staff the monitoring center continuously, 24 hours a day, 7 days a week, and provide 24/7 technical assistance and/or troubleshooting capability

C.3.2 Facility Security. The monitoring center and/or facility shall be located at a secure location where access to the center and all records is restricted only to authorized individuals.

C.3.3 Security Safeguards for Monitoring System Information. The Contractor shall implement security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by monitoring employees or other staff. The Contractor shall provide a listing of the employees authorized to make changes or modify defendant/offender data or other government program settings should this be requested by the PPS Officer or COR. The Contractor shall also detail how the company determines and maintains this authorization to employees.

The network security strategies shall include:

- (1) Intrusion detection which monitors and defends against known attacks, hackers and viruses.
  - A firewall
  - Web architecture that consists of an internet server that is kept separate from the internal computer systems
  - Anti-virus software on all servers.
  - Security patches from various hardware and software contractors applied to each system on a priority and timely basis in accordance with the identified risk.

(2) Redundant network and environmental facilities (e.g. power, HVAC) required for hardware and environmental systems.

(3) Automated system monitoring:

- Monitoring System Availability
- Monitoring System Availability, Unscheduled Downtime.

(4) Comprehensive application monitoring tools that detect and report outages, inconsistent behavior, and daily activity.

C.3.3 Continuous Operational Plan. The Contractor shall ensure continuous operation in the event of a server problem and/or natural disaster, including generating alerts, and maintaining the overall integrity of the data at all times. A redundant server capable of performing these functions at all times shall be in place at a separate location. In the event that remote access is temporarily inoperable, the Contractor's staff shall implement a contingency plan to manually detect and notify PPS Officers of all events and otherwise respond to all inquiries from PPS Officers. Internet sites shall be mobile and compatible with judiciary standard software, currently Windows 7, Microsoft Office Suite 2010. The Contractor shall provide immediate notification when the website returns to an operational state.

The Contractor shall immediately notify the COR of any network, server, software, or equipment problem.

To support the Contractor's ability to monitor continuously and without interruption and to prevent data loss from system failure or disaster, strategies required to protect program data shall include the following:

Redundant electronic monitoring computer systems that include server architecture consisting

of:

- A primary server that has capability to “write” to a redundant server without any delay in event posting and/or notifications
- The redundant server shall be located in the secondary data facility

Continuous copying of all data from the primary server copies to the separate redundant server so that both servers contain the same data at the same time. This ensures that no data is lost and there are no delays in event posting and notifications if the primary server fails. The architecture supports a disaster situation/solution, as well as providing a layer of isolation in the event of repairs or localized outages (network, virus containment) and during preventive maintenance.

In addition to the real-time backup of data to the redundant server, all data shall back up to tape (CDs) on a daily, weekly, and monthly basis. All weekly tapes (CDs) are to be kept at a secure offsite storage facility for five (5) years. Daily and monthly tapes (CDs) are to be kept in a fireproof safe onsite, allowing the ability to re-store any monitoring system from the previous day's data in the event of a system failure.

During any power outage or power surge, the Contractor shall provide and employ generators to continue power through-put including uninterrupted power supply (UPS) systems that can handle additional loads.

The Contractor shall “suspend” charging the daily rate any time there are inoperable units which are not the fault of the government, including in the event of a natural disaster.

The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a minimum of 12 hours following a monitoring system malfunction. The plan shall be approved by the COR prior to any movement to a backup monitoring system.

C.3.4. Relocation. The Contractor shall not relocate the monitoring center, or any of the operations of the monitoring center, to a separate location unless the COR is notified in advance and permitted to inspect the proposed location and operations for compliance with contract requirements.

C.3.5 Inspection. Upon request of the COR and/or his or her designated personnel, the Contractor shall demonstrate this capability through test or inspection.

#### **C.4 Remote Access to Monitoring Data by Judiciary Personnel**

C.4.1. Remotely Accessible Data Collection System. The Contractor shall provide Probation and Pretrial Services Officers (PPS Officers) with the capability to remotely access upon demand (without need for intervention by or assistance of Contractor staff) the Contractor's monitoring system a\data and view, print, download, and enter/modify defendant/offender monitoring information. The PPS Officers will use government-furnished electronic communications transmission systems and protocols (e.g., File Transfer Protocol (FTP), Hyper Text Transport Protocol (HTTP, HTTPS, or email) to send and receive monitoring information to and from the Contractor, and the Contractor is not responsible for providing the electronic communications equipment used by PPS Office personnel for retrieving and

transmitting information.

C.4.2 Data Fields for Customization. The Contractor shall provide one or more additional definable fields to allow for local customization of the data collection system to allow the PPS Office to input and maintain information it deems necessary. The Contractor data system shall permit the user to query, sort and/or search the database by any field. The system shall have the capability to create a separate report containing case information for each PPS Officer member's assigned cases.

C.4.3 Optimal Automation. The remotely accessible system shall minimize the need for user interaction to create and store reports whenever possible. For example, the system should be capable of permitting scheduling automatic off-hours production of batches of reports. The system shall automatically retain at least the ten (10) most recent updates to each record, and including recording the login ID of the user making the update and the date of update.

C.4.4 Management/Supervisor Access. The remotely accessible system shall provide a separate management/supervisor interface that allows PPS managers and supervisors to effectively oversee usage of the monitoring system by PPS Officers that they manage/supervise. The system shall provide management/supervisor's reports, including caseload by PPS Officer, total units, inventory control, and names of defendant/offender and number of days removed for violation.

C.4.5 System Security. The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to defendant/offender data. The system shall have an appropriate security monitoring system at multiple levels (e.g., HTTPS, SSL, firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action. The Contractor shall provide security codes to the remote users to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone through a monitoring center employee.

C.4.6 The remotely accessible database/system shall capture each PPS Officer's access and utilization of the system and provide to PPS Officers the ability to effect defendant/offender enrollment/removal and modification, and to review co-payment summaries, daily alert summary reports and other customized monthly reports identified by the COR.

C.4.7 Contingency Plan for System Failure. The Contractor shall maintain a contingency plans for system failures, and shall provide copies of such plans to the COR, upon request.

### **C.5 Notification of Failed Tests and Noncompliance with Equipment**

Upon the occurrence of any failed or missed test (including failure to confirm visual image) and/or noncompliance with equipment (power loss, tampers and battery issues), the monitoring system shall notify the assigned PPS Officer within one (1) hour and, as established by the PPS Office protocol, shall include email, telephone call, text and or any combination of the three.

The Contractor's system shall be capable of providing for multiple notifications to multiple

persons/agencies by telephone, text message or email.

### **C.6 Information about Contractor System Architecture**

The Contractor shall maintain and provide information to the COR, upon request, about the system architecture of the Contractor's monitoring system, including hardware, software, and power source(s).

### **C.7 Training**

At the request of the PPS Office, the Contractor shall provide at least one on-line training session for each PPS Officer concerning the operation and installation of the monitoring equipment and software systems specified under this contract. This training shall be offered in the form of a WebEx and/or any similar on-line training that is approved by the COR.

The Contractor shall also offer a WebEx/on-line training and/or hands-on training for any new technology, transition to new technology, and/or training on standard and customized reports that are designed to assist PPS Officers in managing caseloads more efficiently and supervisors in providing oversight of PPS Officers who supervise defendants/offenders

Any request for hands-on training must be approved in advance by the COR and shall not exceed a total of 5 trips per year. All technology and travel expenses associated with any training shall be the financial responsibility of the Contractor.

### **C.8 Overnight Delivery of Required Notices**

In case of equipment or communication line failure, the Contractor shall provide delivery of required notices (alerts, daily reports, violations etc.) by overnight delivery guaranteeing no interruption in service to the PPS Office.

### **C.9 Billing for Active Units**

The Contractor shall bill the Judiciary only for units that are actively in use. The Judiciary shall not pay for equipment that is not in use (e.g., inactive units, shelf stock, etc.). Billing shall terminate once a PPS Officer notifies the Contractor via telephone or via the Contractor's activity website that monitoring has been terminated. Shelf inventory shall consist of 1 unit per divisional office of 10% of active units – whichever is greater.

### **C.10 Testimony Preparation and Appearance**

The Contractor shall, upon receipt of a subpoena, appear and testify in any legal proceedings convened by the court. Reimbursement for subpoenaed testimony shall be through the Department of Justice or an applicable entity and may be based on a witness fee and expense schedule. Any such costs are outside the scope of this contract. The Judiciary will provide any necessary consent/release forms that federal, state, or local law require it to provide.

If required to provide testimony, the Contractor shall send the person or persons with direct responsibility for the information requested to appear and testify on behalf of the PPS Office.

The Contractor shall notify the PPS Office immediately upon receipt of any legal process



requiring disclosure of records of defendant/offenders.

### **C.11 Ethical Standards**

The Contractor, subcontractor and their employees shall avoid compromising relationships with defendant/offenders, their families, and the PPS Office staff. The Contractor shall report any conflicts of interest (including the existence of personal relationships between any employees and any defendant/offender being monitored or family member of a defendant/offender being monitored), improprieties, or the appearance thereof, immediately to the COR.

### **C.12 Staffing Requirements**

The Contractor's staff providing services under this contract shall meet sufficient standards of integrity to ensure that the confidentiality of defendant/offender records is not compromised. The Contractor shall ensure that its staff does not disclose information to any third party without written authorization of the PPS Office.

### **C.13 Staff Requirements and Restrictions**

The Contractor shall ensure that:

- (a) Persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/offender files.
- (b) Persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with the COR.
- (c) Persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract, nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with the COR.
- (c) It does not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the Contractor either at the Contractor's facilities or personally for any of the Contractor's employees during the period of this agreement.

### **C.14 Contractor Key Personnel.**

The Senior Contract Manager is considered key personnel by the Government under this contract. Before replacing any the Senior Contract Manager for this contract, the Contractor shall notify the Contracting Officer in accordance with the Key Personnel Clause 2-65, Section H.

The Contractor shall provide one Senior Project Manager who shall be responsible for all

Contractor work performed under this contract. The Senior Project Manager shall serve as the single point-of-contact (POC) for discussing and resolving all administrative or technical problems and answering any questions involving the contract with the CO and/or COR. The Senior Project Manager shall be a full time senior level employee of the Contractor.

During any absence of the Senior Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract.

The Senior Project Manager shall be available to the COR via telephone between the hours of 8:00 AM and 5:00 PM Central Time, each business day and shall respond to a request for discussion within 2 hours of notification.

### **C.15 Records and Reports**

The Contractor shall maintain for inspection and examination by authorized PPS Office personnel all defendant/offender records associated with the contract for the contract life. At the end of the contract life, all records shall be provided to and become the exclusive property of the PPS Office.

### **C.16 Quality Control Program**

The Contractor shall have a documented Quality Control Program in place that shall detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract. The Quality Control Program shall include a routine review process that addresses all areas of the Contractor's performance and each service described in this contract, the results of which shall be made available to the PPS Office at its request.

### **C.17 Equipment and Service Upgrades/Improvements**

Throughout the life of the contract, the Contractor shall provide the PPS Office with the most recent generation of equipment that has completed final beta testing. All equipment provided under this contract shall have completed final beta testing and shall be ready for release by the Contractor. All equipment and service upgrades or changes shall be submitted, in writing, to the COR for approval by the Contracting Officer. System upgrades, improvements and/or software fixes shall be provided by e-mail for dissemination to all users with a "cc" notification to the COR.

### **C.18 Status Meetings**

Status meetings and/or conference calls will take place between the Contractor and the government at a minimum of once every three months, as directed by the COR, unless the PPS Office determines that a meeting is not required during that period.

### **C.19 Direct Payment by Participants (Copayments)**

At the direction of the PPS Officer, and/or in response to an order of the court, participants may be ordered to pay for all or part, of the cost of monitoring. The Government will require the contractor to process payments from participants and provide the government with a monthly invoice that shows all copayment funds received during the billing period.

The PPS Officer will indicate copayment requirements, including the amount to be paid each month, upon enrolling participants into the monitoring services as instructed by the PPS Officer. Where full payment is ordered, the Contractor shall bill the participant at the same unit price as awarded.

The Contractor shall provide a payment agreement for the participant's signature that reflects the total amount to be paid during a designated monitoring period, the monthly payment amount and the amount currently due. The Contractor shall bill the participant for the agreed monthly payment amount due for monitoring services to be provided. The Contractor may require that the participant pay for services by certified check or money order only.

### **C.20 Monthly Invoice from Contractor to Judiciary.**

Each monthly invoice shall identify, by name, the participants who have made payment, amount of their payments, and the invoice to which the amount is credited. Where participants pay all or part of the costs of monitoring, the Contractor shall credit all received copayments to the monthly billing period in which charges were incurred. The total amount owed by the Judiciary will be the total cost of all monitoring, less any funds the Contractor receives from participants for a specified monthly billing period. Invoices must be separated for pretrial and post-conviction.

Should a participant overpay the amount specified in the payment agreement the Contractor will provide an automatic refund to the participant. Overpaid funds of \$5 or more will be refunded to self-pay participants having been inactive in the Contractor's monitoring system for at least 30 days but no more than 90 days. Refund checks shall be mailed directly to the participants address. The Contractor shall no longer bill participants once their period of supervision has been terminated.

## Section D - Packaging and Marking

### 2-45 Packaging and Marking AUG 2004

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

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

(END)

**Section E - Inspection and Acceptance**

The following clauses are incorporated by reference into this Section E. For further information on clauses incorporated by reference, see Clause B-5 in Section I below.

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

## Section F - Deliveries or Performance

### F-1 Clauses Incorporated by Reference

The following clauses are incorporated by reference into this Section F. For further information on clauses incorporated by reference, see Clause B-5 in Section I below

Clause	Title	Date
2-25A	Delivery Terms and Contractor's Responsibilities	JAN 2003
2-60	Stop-Work Order	JAN 2010

### F-2 Period of Performance - Orders

The period of performance for any task will be defined in each order, but shall not exceed one-year.

### F-3 Delivery of Equipment

All items shipped will be delivered to the address listed on individual orders. The Contractor shall ship all units within 24 hours of receiving the order to the PPS Office and notify the COR of any delays in shipping.

### F-4 Delivery of Defendant/Offender Records

The Contractor shall make available all records relating to a defendant/offender upon request in accordance with a written request from the COR or PPS Officer within 48 hours.

### F-5 Monthly Contracting Officer Representative Report

Monthly reports shall be provided to the COR detailing tests and findings on non-operational equipment (e.g. false positives, equipment failures). Each report shall indicate the name of the participant previously associated with the equipment. Any required reports may be on a combined or individual basis.

Not later than the 5th (fifth) day of each month during the contract period, the Contract shall submit to the COR a monthly report that includes the number of active units and expenses associated with each service category (remote alcohol monitoring and transdermal alcohol monitoring) and reflect any co-payment submitted towards the costs of services.

The above reports shall also be made accessible remotely to both the COR through the Contractor's web services platform.

## Section G - Contract Administration Data

### G-1 Clauses Incorporated by Reference

The following clauses are incorporated by reference into this Section G. For further information on clauses incorporated by reference, see Clause B-5 in Section I below

Clause	Title	Date
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

### 7-10 Contractor Representative JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows

*(contractor completes the information)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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-2 Ordering Process

PPS Officers designated by the COR will issue orders for the delivery of equipment and services to participants. Orders issued under the contract shall specify the type of equipment, unit price, period of performance, a not to exceed dollar amount and tracking number for each order.

Daily charges at the fixed daily rates identified in Section B of the contract shall commence upon the successful activation of the unit on the participant.

## Section H - Special Contract Requirements

### H-1 Clauses Incorporated by Reference

The following clauses are incorporated by reference into this Section H. For further information on clauses incorporated by reference, see Clause B-5 in Section I below

Clause	Title	Date
1-1	Employment by the Government	JAN 2003

### 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)

## Section I - Contract Clauses

### I-1 Clauses Incorporated by Reference

The following clauses are incorporated by reference into this Section I. For further information on clauses incorporated by reference, see Clause B-5 included in full text below.

Clause	Title	Date
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
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 Government	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
4-5	Ordering	APR 2013
4-20	Requirements	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
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
7-35	Disclosure or Use of Information	APR 2013
7-85	Examination of Records	JAN 2003
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
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	APR 2013
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
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

I-2 Clauses Included in Full Text

B-5 Clauses Incorporated by Reference SEP 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>.

2-50 Continuity of Services JAN 2003

- (a) The Contractor recognizes that the services under this contract are vital to the judiciary and shall be continued without interruption and that, upon contract expiration, a successor, either the judiciary or another contractor, may continue them. The Contractor agrees to:
- (1) furnish phase-in training, and
  - (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the contracting officer's written notice:
- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires, and
  - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and will be subject to the contracting officer's written approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(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 within 30 calendar days prior to the then current expiration date of this contract.

(END)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(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 \_\_\_\_\_ days

(contracting officer specify) 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 \_\_\_\_\_ days (contracting officer specify) 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)

4-170                    Limitations of Judiciary's Obligation JUN 2014

(a) Contract line item(s) \_\_\_\_\_ is/are incrementally funded. The sum of [\$\_\_\_\_\_] is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the judiciary, including reimbursement in the event of termination of those item(s) for the judiciary's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The judiciary will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Judiciary." As used in this clause, the total amount payable by the judiciary in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the contracting officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the judiciary, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Judiciary."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract

performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the judiciary to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The judiciary may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the judiciary under the clause entitled "Termination for Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the judiciary to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Judiciary."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the judiciary will allot funds to this contract in accordance with the following schedule:

- On execution of contract \$ \_\_\_\_\_
- (month) (day), (year) \$ \_\_\_\_\_
- (month) (day), (year) \$ \_\_\_\_\_
- (month) (day), (year) \$ \_\_\_\_\_

(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 contractor 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 five 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 contracts:

Contracting officer's consent must be approved before placing ANY subcontracts

(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 detailed cost information, if required by other contract provisions;
- (vi) 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 detailed cost information was or was not required;
  - (D) the extent, if any, to which the contractor did not rely on the subcontractor's detailed cost information 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 detailed cost information was not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective cost information 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 five 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 cost-reimbursement 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: NONE – all subcontracts must be submitted to CO for approval

(END)



**Section J - List of Attachments**

NONE

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

K-1 Provisions Incorporated by Reference

The following provisions are incorporated by reference into this Section K. For further information on clauses incorporated by reference, see Clause B-10 in Section L below

Provision	Title	Date
3-15	Place of Performance	JAN 2003

K.2. Provision(s) included in Full Text in Section K

3-5 Taxpayer Identifications 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) and (e) 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  
 Hispanic American  
 Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)  
 Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (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, and Other  
 Responsibility Matters APR 2011

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## (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)

3-130      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: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

(END)

6-50 Representation of Rights in Data APR 2013

(a) This solicitation sets forth the judiciary's known delivery requirements for data (as defined in Clause 6-60, Rights in Data – General). Any data delivered under the resulting contract will be subject to Clause 6-60, Rights in Data – General included in this contract. Under Clause 6-60, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. Clause 6-60 also may be used with its Alternates I and/or II to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block):

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(END)

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

### L-1 Provisions Incorporated by Reference

The following provisions are incorporated by reference into this Section L. For further information on clauses incorporated by reference, see Clause B-10 included in full text below.

Provision	Title	Date
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-135	Single or Multiple Awards	JAN 2003
7-60	Judiciary Furnished Property or Services	JAN 2003

### L-2 Provisions Included in Full Text

#### B-1 Solicitation Provisions Incorporated by Reference SEP 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)

#### 3-210 Protests JUN 2014

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

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

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent



to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:(i) name, address, and fax and telephone numbers of the protester or its representative;

(ii) solicitation or contract number;

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

(iv) copies of relevant documents;

(v) request for a ruling by the judiciary;

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

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

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

(c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.

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

(END)

#### 4-1 Type of Contract JAN 2003

The judiciary plans to award a Requirements contract, with firm fixed unit pricing, 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-3 Format and Content Instructions for Proposals

L.3.1 Solicitation Questions. All questions regarding this solicitation shall be emailed to the contractor at the e-mail address indicated on the cover page of the SF-33 not later than two (2) days before the closing date for receipt of proposals.

Answers to questions regarding the solicitation will be incorporated as an amendment to the solicitation and will be provided to all offerors. Telephoned questions will not be accepted. Individual responses to email messages will not be sent.

L.3.2 Proposal Format. Proposals shall be submitted as an attachment to an e-mail to the contracting officer, such file to be viewable using Microsoft Office 2010 suite. Alternatively, proposals may be delivered to the delivery address located on the cover page of the SF-33 by submitting a sealed envelope containing one paper copy and one electronic copy (on a CD) in a format readable using Microsoft Office 2010 suite.

L.3.3 Proposal Content. The offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the offeror wishes to bring to the attention of the PPS Office.

a) Form SF33, Solicitation, Offer and Award. Form SF 33 is included as the cover page of the solicitation. This form must be completed and signed by the Offeror to indicate that the Offeror accepts the terms and conditions stated in the solicitation. Therefore, the SF33 shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. The Offeror shall complete Blocks 12 through 18 of the cover page, including the signature. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority. The offeror must attach to the SF 33 a copy of each solicitation clause or provision that requires the offeror to fill in information, including: in Section F, Clause 2-30A, Time of Delivery; in Section G, Clause 7-10, Contractor Representative; and in Section K, Provisions 3-5, Taxpayer Identification and Other Offeror Information, 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, 3-30, Certificate of Independent Price Determination, 3-130, Authorized Negotiators, and 6-50, Representation of Rights in Data.

b) Technical Proposal. The offeror's technical proposal will be used to determine whether the proposal is technically acceptable or unacceptable. The offeror must provide sufficient information in its technical proposal for the Judiciary to determine that the offeror: is proposing products and services meeting the minimum technical requirements stated in this solicitation; is proposing delivery of products by the required delivery date(s); and understands and is capable of providing in a timely manner the services as required by the solicitation. (No pricing information shall be provided in the Technical Proposal, but instead shall be submitted as a separate pricing proposal.)

c) Price Proposal. The price proposal shall be submitted separately from the technical proposal, and shall include the completed price schedule from Section B of the solicitation.

## Section M - Evaluation Factors for Award

### M-1 Provisions Incorporated by Reference

The following provisions are incorporated by reference into this Section M. For further information on clauses incorporated by reference, see Clause B-10 included Section L.

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

### M-2 Basis for Award

M.2.1. Lowest Price Technically Acceptable (LPTA) source selection procedures will be used to select a proposal for award. Award will be made to the responsible offeror submitting the lowest priced offer meeting all requirements set forth in this solicitation that is determined to be technically acceptable, based on the results of the evaluation described below.

M.2.2. As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

### M-3 Evaluation Approach

#### M.3.1. Price Evaluation.

(a) Price Reasonableness - The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of information in the proposals, the judiciary may request additional pricing information in order to determine that pricing is reasonable.

(b) Total Evaluated Price – A total evaluated price will be determined for each offer by totaling the proposed price for the basic the requirement and all proposed option prices.

(c) Unbalanced Pricing - Any offer that is materially unbalanced as to prices for basic and option quantities 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.

#### M.3.2 Technical Evaluation.

The judiciary will evaluate the technical proposal as acceptable or unacceptable, based on the following criteria. Each proposal will be evaluated to determine if it adequately demonstrates

that the offeror: is proposing products and services meeting the minimum technical requirements stated in the solicitation; is proposing delivery of products by the required delivery date(s); and understands and is capable of providing in a timely manner the services as required by the solicitation. Proposals that do meet the requirements will be rated "Acceptable" and those that do not will be rated "Unacceptable" and therefore ineligible for award.

M.3.3. Proposal Omissions. Failure to provide any of the information required by Section L of this solicitation may result in a proposal being determined to be not eligible for award because the proposal is not in conformance with all requirements and conditions of the solicitation.