

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER
0869-2023-		0869-23-EB-DV		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		7/1/2022		
7. ISSUED BY			CODE	8. ADDRESS OFFER TO (If other than item 7)				
U.S. DISTRICT COURT ADMIN SERVICES				314 S MAIN AVE STE 100 SIOUX FALLS SD 57104-6764				

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 314 S MAIN AVE STE 100 SIOUX FALLS, SD 57105 until 17:00 local time 8/5/2022
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	BROOKE RICHARDS	AREA CODE	NUMBER	EXTENSION	brooke_richards@sdd.uscourts.gov
		605	977	8948	

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
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	H	SPECIAL CONTRACT REQUIREMENTS						

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid 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 set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT 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 THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 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 OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE
		(Signature of Contracting Officer)		

**Sample Solicitation for Second Chance Act Products or Services exceeding \$100,000
Open Market**

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SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

B.1. FIRM FIXED PRICE

Item No.	Description	Est. Qty of Units Per Month	Unit Price	Extended Price
1	3710 – Domestic Violence Intervention Group – Unit: per 30-minute session	40	\$ _____ 2023 \$ _____ 2024 \$ _____ 2025	
2	3720 – Domestic Violence Individual Counseling – Unit: per 30-minute session	4	\$ _____ 2023 \$ _____ 2024 \$ _____ 2025	
3	3202 – Client Transportation and Expenses	UNK	JTR*	
4	3401- Vendor Local Travel	UNK	JTR*	
5	3501 – Administrative Fee for Client Reimbursement	UNK	1% of monthly expenditure (contingency management)	
			TOTAL	

***Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.**

Services are to be performed in Eagle Butte, SD.

SECTION C – SPECIFICATIONS / STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

C2.1 SCOPE OF WORK:

The offeror shall:

- **prepare and submit as part of its offer, a technical proposal describing the offeror’s approach and project management of this solicitation in accordance with this statement of work.**
- **prepare and submit a list of all staff performing services under any resultant contract. The offeror shall include the name, title, duties that will be performed under any resultant agreement by numeric project code, education, experience, and credentials (licenses and certifications) for all proposed staff members who will be performing services under any resultant agreement.**
- **prepare a monthly invoice to be submitted to the USPO to arrive not later than the tenth (10th) day of the month for services provided during the preceding month.**

Project Codes –3710 - Domestic Violence Intervention Group; 3720 - Domestic Violence Intervention Counseling - Unit: per 30-minute session

The vendor shall have a written curricula that includes identification of all forms of physical, emotional, economic, sexual, and verbal abuse and violence; the impact of domestic violence on the victim and the abuser; the impact of domestic violence on children including children who are abused and children who witness domestic violence; emphasis on the responsibility of the batterer for his or her violence and abuse; the identification of personal, societal, and cultural values and beliefs that legitimize and sustain violence and oppression; alternatives to violent and controlling behaviors; identification of healthy relationships; the promotion of accountability, self-examination, negotiation, and fairness; the examination of the relationships between substance abuse and domestic violence; the examination of the relationship between mental illness and domestic violence; and the identification of the behavioral, emotional, and physical cues that precedes escalating anger. Curricula may also address treatment readiness.

The minimum duration of the domestic violence intervention program shall be 36 hours during a minimum of 18 weeks. Individual sessions (e.g., intake, orientation, evaluation, and counseling) shall not be included in the required 36 hours and shall be ordered separately under project code

3720. Individual sessions may also be used for family sessions. Longer programs are encouraged when feasible. The curriculum shall be led by a trained facilitator.

This service is provided **by licensed/certified/credentialed individuals** who possess the recognized **credentials/qualifications** of, and fulfills the standards of practice established by, his/her professional regulatory body for the purpose of that field.

Below are the vendor's **staff requirements and restrictions**. Failure to comply with the terms and conditions below could result in termination of this contract.

The vendor shall advise of any current staff member currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state, tribal or local) and the nature of the offense to the USPO/USPSO.

- The vendor and its employees shall:
 - Avoid compromising relationships with defendants/offenders;
 - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
 - Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this contract within 48 hours of obtaining such knowledge.
- The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.
- The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO's signature prior to the client's first appointment with the service/treatment provider. The authorization to **release confidential information** shall be captured on the [Probation Form 11G](#) and/or [PSA Form 6](#).

Concerning the defendant/offender files, records and conferences, the vendor shall:

- Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.

- Segregate client files from other vendor records. This will facilitate monitoring and promote client confidentiality.
- Keep a separate file for each client.
- Create a separate file when a client on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract.
- Keep all client records for three years after the final payment is received for Government inspection and review, except for the following:
 - Appeals under subsection 4. Disputes, in Section I, or
 - Litigation or settlement of claims arising out of the performance of this contract, until final disposition of such appeals, litigation, or claims.
- At the expiration of the performance period of this contract, the vendor shall provide the USPO/USPSO or designee a copy of all client records that have not been previously furnished, including copies of chronological notes. **Chronological notes** should:
 - Record all contacts (e.g., face-to-face, telephone) with the client including collateral contacts with employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
 - Be current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.
 - Chronological notes shall be legible and up-to-date

To meet the **disclosure requirements** for this project code, the vendor shall disclose client records upon request of the USPO/USPSO as well as make its staff available to the USPO/USPSO to discuss issues of a client. The government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires for information the probation or pretrial services officer would seek from the vendor (e.g., [Probation Form 11G](#) and/or [PSA Form 6](#)). The vendor shall ensure that all persons having access to or custody of client records follow the disclosure and confidentiality requirements of this contract and all applicable state and federal law. The vendor shall notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of client records.

The vendor shall not disclose “pretrial services information” concerning pretrial services clients. “Pretrial services information,” as defined by the “Pretrial Services Confidentiality Regulations,” is “any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services.” Pretrial Services [Confidentiality Regulations \(Guide, Vol. 8A, §240.20\)](#).

Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in the termination of this contract.

The price of **case staffing conferences** and consultations are included in the unit prices listed in each project code description. Upon USPO/USPSO referral of a client to the vendor, the vendor shall consult and meet as requested by the USPO/USPSO.

Vendor reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed. The reports should provide a written recommendation as to whether or not a client's services shall be continued or terminated. If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the client responded to vocational treatment/service and is no longer in need of services, or whether the client failed to respond to program interventions).

The vendor, its staff, employees and/or subcontractors shall provide **vendor testimony** by:

- Appearing or testifying in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or in response to a subpoena.
- Providing testimony including but not limited to a client's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

The vendor shall receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule. The vendor must receive the necessary consent/release forms required under federal, state or local law from the Government.

The vendor shall not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

Regarding **co-payments**, if ordered, the vendor shall:

- Collect any co-payment authorized on the program plan/probation form 45 and deduct any collected co-payment from the next invoice to be submitted to the government;
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Document within the monthly progress report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments;
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

Deliverable(s):

- **Monthly Progress Report**, (Probation Form 46R – Attachment 2). The monthly progress reports shall be typed reports submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing. The report shall:
 - Summarize client's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - Document client progress (e.g., adjustment, responsiveness, significant problems, employment).
 - Reflect any changes in the contract and probation form 45/program plan.”
- Monthly invoices should be submitted to the USPO to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.

Project Code 3202 - Client Transportation Expenses

- (a) This service is provided to eligible defendants and offenders who the USPO/USPSO determines are unemployed or unable to pay for transportation. Client transportation should not exceed 90 days, unless an extension is deemed appropriate by the unit

executive. Services may not exceed one year. This service is for transportation to and from reentry services or to facilitate new employment opportunities. To assist populations in rural areas, a vendor could provide group transportation for multiple defendants or offenders to and from evidence-based interventions, excluding mental health and substance abuse. The billing unit is the actual cost for public transportation passes or mileage reimbursement to the vendor at the prevailing rate established by judiciary staff travel regulation per mile. This service is authorized on a probation form 45/program plan ([Attachment J.1](#)) and provided to the vendor.

- (b) If mileage is being invoiced, a [Probation Form 17](#), Daily Travel Log is required for documentation and verification. Mileage reimbursement cannot exceed the price of public transportation via the most direct route.

Project Code 3401 - Vendor's Local Travel by Vehicle - Unit: per mile reimbursed at the prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of Government

- (a) This project code can be used with the appropriate aforementioned project codes as applicable for vendor or staff travel to defendants/offenders' homes or employment or other contract-related travel authorized and approved by the USPO/USPSO on a probation form 45/program plan. The actual miles must be documented on a Probation Form 17, Daily Travel Log. Each mile is reimbursed at the prevailing rate established by the judiciary staff travel regulation.
- (b) The **probation form 45/program plan** should be attached to the contract document, e.g. purchase order, contract award or purchase card obligating document. The probation form 45 does not replace the obligating document. The program plan identifies vendor services to be provided to the client and billed to the Government under the terms of this contract document and any co-payments. The plan may contain amendments. Including a client's educational and employment history in the referral is sufficient. USPO/USPSO prepares the probation form 45 during or immediately after any case staffing conferences. The probation form 45 along with the contract document authorizes the vendor to provide services to the client. The USPO/USPSO shall modify the contract and amend the probation form 45 when changing the services the vendor is performing, including the frequency and co-payment amounts.

Project Code 3501 - Administrative Fee (Co-pay/Contingency Management)

This project code can be used with the appropriate aforementioned project codes as applicable. The vendor may charge an administrative fee which is a reasonable monthly fee, to administer the collection of fees from clients, not exceeding five (5) percent of the monthly funds collected. The vendor may also charge a fee for reimbursement, based upon actual costs, for a contingency management system supporting CBT (Project Code 3122), but not exceeding one (1) percent of

the monthly expenditure. The contingency management system may not include monetary/cash rewards.

LOCAL SERVICES –

Telemedicine

Project Code(s): 3710, 3720

The district is including this local need as a means of addressing unique treatment barriers and needs in the district. On a case-by-case basis, telemedicine may be authorized to achieve these ends. The use of telemedicine is authorized only after the vendor and the USPO/USPSO staff the individual client's case, determine he/she is appropriate for treatment via telemedicine, determine which specific services are appropriate via telemedicine, and it is approved by the district's contracting officer or designee.

NOTE: The use of telemedicine is for the benefit of the Judiciary and not the convenience of the vendor. The use of telemedicine is not in lieu of the vendor's ability to provide services in-person when appropriate. This requirement is not in lieu of the provisions which require the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area.

The vendor is authorized to provide specified services via telemedicine, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the client before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record.

In situations in which more than one client is in attendance, to ensure confidentiality for each session, the vendor shall require that each client verify that he or she is the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment by telephone.

To verify that services were performed, the vendor shall complete the sign-in log with the following information:

- The client's name.
- Date of the session.
- The time the session began and concluded.

- Confirmation of the means in which the session was conducted (i.e. teleconference, video conference, internet).

For de-escalation, if an emotionally charged topic was discussed or the client appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the client has successfully de-escalated. The vendor shall also remind the client to reach out to his or her social support system at any time.

Project Code 3710 - Domestic Violence Intervention Group; Project Code 3720 – Domestic Violence Intervention Counseling – Unit: per 30-minute session

In addition to the information in the Statement of Work requirements, the following information should be included in the 90-day treatment plan (Quarterly Treatment Plan) for project code 3122 3710, and 3720, the following information must also be included in each Quarterly Treatment Plan:

- Identification of the PCRA risk level and the dynamic criminogenic needs identified by the PCRA that must be targets of the treatment program.
- Exact planned intervention strategies the vendor intends to implement to address the supervisee’s criminogenic risks.
- The current responsivity factors of the supervisee.
- Identification of any new offenses the supervisee has been charged with since the previous Quarterly Treatment Plan.
- Short and long-term behavior change the vendor and the supervisee are seeking to influence in the supervisee.
- The supervisee’s expectations of the treatment services.
- Identification of the anticipated involvement of family, supportive collateral contacts, and community support entities.

The vendor must utilize one of the following manualize cognitive behavior domestic violence intervention curriculums:

Achieving Change Through Value-Based Behaviors (ACTV)
Moral Reconciliation Therapy, Domestic Violence (MRT/DV)

If the curriculum utilized a workbook, the vendor shall provide each participant with a participant workbook. The cost of the workbook shall be incorporated into the unit costs.

The preferred method of treatment is face-to-face group meetings. The vendor is authorized to provide this service via telehealth which includes providing health care delivery, diagnosis, consultation, and treatment, and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telehealth. Additionally, the vendor shall obtain consent of the defendant/person on supervision prior to the delivery of telehealth services and include documentation of the same in the

defendant/person on supervision treatment record.

To verify services were performed, the vendor shall complete the sign in log with the defendant/person under supervision's name, date of session, time the session began and concluded and that the session was conducted by telehealth. The assigned officer will follow up with the defendant/person under supervision to ensure the session was completed.

To ensure confidentiality for each session, the provider shall require that each participant verify that he or she is the only individual on that line and no person who is not part of that treatment group is listening. Additionally, each participant will sign a confidentiality agreement before being allowed to participate in treatment via telehealth.

The vendor shall provide telehealth services at the remote location in a facility, which is located within the identified catchment area, that meets the confidentiality requirements of the RFP.

Group size shall be two (2) or more defendants/persons under supervision but no more than twelve (12).

The vendor must have the ability to provide services to the defendants/persons under supervision between 6:00 p.m. and 9:00 p.m. Monday through Friday if necessary, to meet the needs of the defendants/persons under supervision.

SECTION D – PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
2-45	Packing and Marking	AUG 2004

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the contractor.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

This section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
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2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010

E.2 ACCEPTANCE CRITERIA

Products and/or services submitted in relation to this contract must be submitted and will be inspected and accepted in accordance with the instruction given in the statement of work above in section C.

SECTION F – DELIVERIES AND PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

This section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
2-25A	Delivery Terms and Contractor's	JAN 2003
2-30A	Time of Delivery	APR 2013
2-35	F.O.B. Destination, Within Judiciary's	JAN 2003
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

F.2 STORAGE, AND HANDLING OF INFORMATION AND EQUIPMENT

F.2.1 The contractor is required to control handling of information and equipment as detailed above in section C.

F.3 SECURITY REQUIREMENTS AND ACCESS TO SITE

F.3.1 Within five (5) business days after award, the contractor shall submit to the Court, for the purpose of background checks and preparation of identification cards, certain information regarding each employee who will be assigned to work at the Courthouse. This information shall include full legal name, date of birth, place of birth, current address, and social security number. All personnel working on the design and development of the website will be required to undergo and clear HSPD-12 background check.

F.4 DELIVERABLES AND SCHEDULE

The contract must adhere to the deliverables and schedule described in the statement of work above in Section C.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013

7-125	Invoices	APR 2011
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G.2 CLAUSES INCLUDED IN FULL TEXT

CLAUSE 6-20, INSURANCE – WORK ON OR WITHIN 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 the 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.

CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)

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

(Contractor completes the information):

1. Name:
2. Address:
3. Telephone:
4. E-mail:
5. Fax:

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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003
7-55	Contractor Use of Judiciary Networks	JUN 2014

H.2 CLAUSES INCLUDED IN FULL TEXT

CLAUSE 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 CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
- (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 CO, 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) workdays after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO 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 CO will promptly inform the contractor of this determination. If the CO 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 CO and the contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO'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 (10) 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 CO 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:

Project Manager: _____

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, included in full text at I.2 below for further information about clauses incorporated by reference):

CLAUSE NUMBE	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
2-20A	Incorporation of Warranty	JAN 2003
2-20B	Contractor Warranty (Products)	JAN 2010

2-95	Material Requirements	JAN 2003
2-115	Terms for Commercial Advance Payment of Purchases	APR 2013
2-125	Security for Advance Payment	APR 2013
2-130	Energy Efficiency in Energy Consuming Products	APR 2013
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the 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 – Negotiations	APR 2011
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-160	Service Contract Act of 1965	JUN 2012
3-180	Fair Labor Standards Acts and Service Contract Act – Price Adjustment	APR 2011
3-205	Protest After Award	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
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100A	Limitation of Liability (Products)	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
7-185	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

CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

This contract 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>.

CLAUSE 2-20C, WARRANTY OF SERVICES (JAN 2003)

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

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the judiciary. This notice will state either

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

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

CLAUSE 2-90B, OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (APR 2013)

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor within at the time of contract award. Delivery of added

items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L below, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
3-15	Place of Performance	JAN 2003

K.2 PROVISIONS INCLUDED IN FULL TEXT

PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (APR 2011) *(contractor completes the information):*

(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 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.

PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2011)

(contractor completes the information):

(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.

**PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(JAN 2003)**

(contractor completes the information):

(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.

PROVISION 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). *(Contractor completes the information):*

Name: _____

Titles: _____

Telephone: _____

Fax: _____

E-mail: _____

SECTION L -INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Provision B-1, Solicitation Provisions Incorporated by Reference, included in full text below, for further information about provisions incorporated by reference.

PROVISION NUMBER	TITLE	DATE
2-15	Warranty Information	JAN 2003
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

L.2 PROVISIONS INCORPORATED IN FULL TEXT

PROVISION 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>.

PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)

The judiciary plans to award a firm fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.4 INQUIRIES

Clarifications, responses to questions and/or amendments to this solicitation will be available on the internet at www.fbo.gov. Questions about, or requests for clarification or correct of, the solicitation requirements must be submitted in writing (e-mail is acceptable) to the Contracting Officer at the address shown on the cover page of this solicitation no later than seven (7) days after issuance of the solicitation.

L.5 EXPENSES OF RESPONSE PREPARATION AND SUBMISSION

The Offeror is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all of the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court, including any assumptions, and/or conditions, upon which the Offeror's proposal is based.

L.6.1 The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

L.6.2 The Offeror shall furnish one (1) original electronic copy of the response also shall be provided. The electronic copy shall be provided in Adobe Acrobat format with the Pricing Form and a CD or as an attachment to an e-mail to the contracting officer.

L.6.3 All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

L.6.4 All responses must be delivered sealed and marked as specified herein. Failure to properly address the outside of the response envelope could cause an offer to be misdirected.

L.7 CONTENT OF PROPOSALS

The proposal must contain the following:

L.7.1 Signature Page. Section A (SF33) with Blocks 17 and 18 signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions.

L.7.2 Price Proposal. Completed Section B. The firm fixed price offered shall be stated in Section B. The offered price shall all inclusive, and no extra charges shall be payable by the Court for any additional items or services, including without limitation, equipment, accessories, cables, connectors, interface units, and other related items, necessary for the contractor to provide a fully installed and operational audio video system, as described in this solicitation, ready for operation by the Court.

L.7.3 Clauses/Provisions requiring Fill-In by Offeror. Completed Clauses 7-10, Contractor Representative (in Section G), and 2-65, Key Personnel (in Section H), and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

L.7.4 Technical Proposal.

The Technical Proposal should consist of the information requested above in section C.

L.8 AWARD WITHOUT DISCUSSIONS

As stated in the judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L above, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
2-85C	Evaluation of Options Exercised at Time of Contract Award	JAN 2003
3-70	Determination of Responsibility	JAN 2003

M.2 BASIS FOR AWARD

Lowest price technically acceptable will be used as the basis for selecting a proposal for award. Award will be made to the responsible offeror whose proposal is technically acceptable and the lowest price. Proposals must conform to all required terms and conditions of this solicitation, include all required representations and certifications and meet all requirements set forth in this solicitation. Any finding of a deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

M2.1. Factor 1 – Technical:

The Technical Approach to achieving the aforementioned statement of work above in section C will be reviewed by the judiciary to evaluate each 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 services meeting the minimum technical requirements stated in the solicitation; is proposing delivery of products by the required delivery date(s); and is capable of providing in a timely manner the services as required by the solicitation.

M.2.3 Factor 2 – Price:

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.

M.3 AWARD ON INITIAL PROPOSAL/DISCUSSIONS

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 the discussions if the contracting officer later determines them to be necessary, or to make no award as a result of this solicitation. A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair

and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised proposals by a common cut-off date.