

**SECTION A:**

**REQUEST FOR PROPOSAL,  
LICENSE FOR OFFSITE COPYING SERVICES  
SOLICITATION : 07-SJ-0001**

Date Issued:03/23/2007

Issued by: U.S. District Court, Northern District of California Helene McVanner 450 Golden Gate Ave, Rm. 16-1120 San Francisco, CA 94102	Address offer to:  Same as Issued By
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REQUEST FOR PROPOSAL

Proposals in original and 1 copies for furnishing the services herein will be received at the place specified above or hand carried, in the depository located at Same as Issued By, at 2:00 p.m. ( local time) on 4/26/2007.

For Information Call: Helene McVanner Telephone No: 415-522-2095

*OFFER (Must be fully completed by vendor)*

**The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if the proposal is accepted by the Government in writing within 120 calendar days after the date that proposals are due.**

Name and Address of Vendor	Name and Title of Person Authorized To Sign Proposal		
TIN:	DUNS:		
Telephone No.	Signature	Date	
Acknowledgment of Amendment: 1. 2.	3. 4. 5.		

AWARD

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States District Court (the "Court"), located at 450 Golden Gate Ave, Rm. 16-1120, San Francisco, CA as administered by ("Clerk") and "Vendor". This writing, including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License can be amended only by a written instrument executed by both parties.

Name of Contracting Officer	UNITED STATES OF AMERICA  (Signature of Contracting Officer)	Award Date
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**SECTION B: SERVICES AND PRICES**

The Vendor shall charge the public for services under this License, as follows. Only one price per service will be accepted. Estimates are the anticipated number of each service required by the public during the license period of **twenty-four months**. These estimated quantities are for the Vendor's use in calculating prices and for the Government evaluation of prices and are **estimates only**. They are not guaranteed minimum or maximum quantities.

The Government may not require all of the services listed below. If the estimate block shows “**Not Required**”, then the service will be neither evaluated nor awarded. Offerors should not provide a price for a service unless an estimate is shown.

PRICES must be **whole numbers**. **Fractions such as \$.095 cannot be proposed and are unacceptable.**

**1. Copy Charge:** *(Price may not exceed \$.50 per page) (See C.11.A)*

Courthouse Location(s)	Estimated Copies x	Price per page =	Extended Price: Copies
280 So 1 <sup>st</sup> St, SJ	6,000	\$	\$

**2. Searches:** *(Price may not exceed \$15.00 per document/pleading) (See C.11.B)*

Courthouse Location(s)	Estimated Searches x	Price per document/pleading searched =	Extended Price: Searches
280 So 1 <sup>st</sup> St, SJ	48	\$	\$

**3. Delivery of Orders by Fax: Local** *(See C.11.C)*

Courthouse Location(s)	Estimated Orders Local Faxes x	Price per Local Fax Order =	Extended Price: Local Fax Orders
280 So 1 <sup>st</sup> St, SJ	1	\$	\$

**4. Delivery of Orders by Long Distance Fax** *(See C.11.C)*

Courthouse Location(s)	Estimated Pages Long Distance Faxes x	Price per Page =	Extended Price: Long Distance Fax Pages
280 So 1 <sup>st</sup> St, SJ	480	\$	\$

**5. Rush Service:** (See C.11.D)

Courthouse Location(s)	Estimated Rush Orders x	Price per Rush Order =	Extended Price: Rush Orders
280 So 1 <sup>st</sup> St, SJ	48	\$	\$

Items 1-5	<b>TOTAL PROPOSED PRICE</b>	\$
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For purposes of evaluation, the TOTAL PROPOSED PRICE shall be determined by multiplying the price for each required item by the estimated quantity for that item and then adding the extended prices for all of the required items to arrive at the total.

**Methods of Payment:** The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The Vendor must accept **cash, money orders, and cashier's checks**. The Vendor must also accept, at no additional cost to the customer and without any minimum order requirements or minimum charge requirements, at least two of the following additional methods of payment: 1) payment by credit card; 2) payment by check; or 3) customer billable accounts. In no event shall the Vendor be permitted to charge any additional fees, such as processing fees, for any payment methods, regardless of the method selected for inclusion in the Vendor's quote.

**6. Additional Methods of Payment:**  
 [At least 2 must be selected.]

Credit Card	[ ]
Check	[ ]
Billable Account	[ ]

**NOTE: See subparagraphs L.3 Proposal Submission Instructions and G.1 Collection of Fees.**

## **SECTION C: STATEMENT OF WORK - OFF-SITE**

**C.1 Service and Location.** The United States Government is seeking to enter into a license agreement for the provision of copying services to the public, as described below, at the United States District Court, located at the following location: 280 South First Street, Rm. 2112, San Jose, CA 95113.

The services shall be performed at the Vendor's place of business. The copy services are for the public. Vendors shall not provide photocopy services to the Court or any other federal agency under this license agreement.

**C.2 Space and Facilities.** "RESERVED"

**C.3 Equipment.**

**a) Copier.** Machines must be owned or leased, operated and supplied by the Vendor, who also is responsible for all repairs. Equipment malfunctions will not excuse failure of the Vendor to perform under the terms of this agreement. All machines must accommodate both standard and legal size paper. Vendor must provide an adequate number of machines to ensure that the copying services required in Section B are accomplished within the times specified in C.9 and C.10.

**b) Personal Computer.** To access electronically available court files the vendor must use Public Access to Court Electronic Records (PACER) Service. The vendor must obtain its own PACER account through the PACER Service Center 1-800-676-6856 and provide its own computer and printer to view, download and/or print electronic court data.

**C.4 Removal of Files.** Vendors shall be responsible for the integrity and safe return of all court records in its possession. The Clerk shall prescribe the time and manner in which the Vendor shall obtain and/or return court records and shall furnish such instructions, in writing, to the Vendor upon award of the license agreement. The Clerk reserves the right to modify the time and manner in which the Vendor shall obtain and return court records and shall provide the Vendor written notice of any change.

The Clerk or a designated deputy may, from time to time, request that case records be returned to the Clerk's office. The requested records must be in the possession of the Clerk's Office within 2 business days from the time of the request.

Vendors must at all times ensure the security of court records in their possession. Unauthorized removal, destruction, mutilation or obliteration of any file or document filed in the custody of the Clerk constitutes a felony under Title 18, Section 2071 of the U.S. Code. Files must be returned in the same condition and filing order as when removed. Failure to return files to the Clerk's Office in accordance with the provisions of this section is grounds for immediate termination of the license agreement.

**C.5 Maintenance and Supplies.** Vendors shall be responsible for all costs associated with machine repairs and supplies (for example, toner and paper) and shall be further responsible for the ordering, delivery and storage of all supplies and the installation and removal of all equipment.

**C.6 Training.** Upon award of the license, the Court shall provide one training session on identification of court documents for Vendor's employee(s). Thereafter, Vendor will be responsible for the training of its employee(s).

**C.7 Requests for Certified Copies.** The Vendor shall not be involved in any way in providing certified copies to the public. This includes the receipt of the request, pulling the file, making the copies, presenting the document for certification to the Clerk, and collecting any fees. Any request received by the Vendor for certified copies must be forwarded to the Clerk's Office upon receipt. Under no circumstances shall the Vendor certify any document nor certify to any fact involving a proceeding, including but not limited to, whether or not a particular entity has filed or is involved in a proceeding.

**C.8 Fees for Retrieval of Archived Documents.** If the Vendor receives a request for a copy of a document which is in a file stored in the Federal Records Center, the Vendor shall:

1. Notify the requestor that the file is off-site and inform the requestor of all potential charges associated with retrieval and copying of the file including the option of obtaining the copy directly from the Federal Records Center;
2. Collect a retrieval fee and a search fee, if appropriate (if accurate case and docket number are not provided) from the requestor;
3. Make a request for retrieval of the file to the Clerk's Office and pay the \$45.00 retrieval fee;
4. Upon receipt of the file, make the requested copies and return the file to the Clerk's Office; and
5. Collect the appropriate copy fees from the requestor.

It is understood that the Court will continue to provide archive retrieval services.

**C.9 Turnaround Time.** Vendors shall satisfy requests for copies as follows:

- a. If the request is made at the public counter in the Clerk's Office and is for n/a pages or fewer, within n/a work hours of receipt of the request by the Vendor. The Vendor shall be required to retrieve requests left at the public counter a minimum 1 times per day at n/a hour intervals.

- b. All other requests, within 2 work days after receipt of the request or, in the case of archived records, within 3 work days after the Clerk delivers the records to the Vendor.
- c. Requests may be made in person either at the Clerk's Office or at the contractor's place of business, by mail, by telephone, or by fax. No additional charge, service charge, or any other fee shall be imposed for accepting a request by any method set forth above.

**C.10 Authorized services to be provided:** The license agreement awarded herein grants to the Vendor a license to use the official records of the United States District Court, Northern District of California, for the purpose of providing copies of these records to the public. No services other than those expressly specified under this license agreement are authorized to be performed by the Vendor. Any effort by the Vendor to use these court records for any purpose other than those specified herein may be grounds for immediate termination of this agreement.

The Vendor must publicly display, in a conspicuous place, its prices under this license agreement. These prices must be posted at all times. The Vendor is not authorized to impose any charges which are not expressly set forth under the terms of this license agreement. The assessment of any charges, other than those agreed to under the license agreement, may be grounds for immediate termination of this agreement.

a. **COPY CHARGE:**

The copy charge applies to all copies made by the Vendor, whether from court hard copy records or from the court's automated system(s). Under no circumstances may the per page copy charge exceed the cost limitations mandated by the Judicial Conference of \$.50 per page.

Definition of "Document" - For purposes of this statement of work, "document" shall be defined as one complete pleading, item, or paper, including any attachments thereto. Examples include, but are not limited to, an order, a motion, a brief, a memorandum, or a letter. In Bankruptcy Courts, the petition and schedules should be considered one document if filed together, as reflected in the court's docket. Similarly, the schedules and or amendments, if filed separately from the petition, should be considered one document if all are filed at the same time.

Following is a list of services the Vendor must perform as part of the per page copy charge for copies of hard copy documents:

1. Retrieving the file in accordance with the procedure prescribed by the Clerk;
2. Removing the document(s) to be copied from the file; and,

3. Copying the document (s), including collating, stapling and any other similar activities.
4. Replacing the document (s) in the file and returning the file to the designated location in the Clerk's Office in the same order and condition as it was when retrieved.

Following is a list of services the Vendor must perform as part of the per page copy charge for documents retrieved electronically:

1. Access the document through the vendor's PACER account by inserting the account number assigned to the respective customer; and
2. Printing the requested page(s), including collating, stapling and any other similar activities.

PACER Fees: The copy center vendor will be charged .08 per page to access files through PACER for the number of pages requested up to 30 (\$2.40). Any pages obtained above the 30 would be without charge. Actual PACER fees may be charged to the customer in addition to the per page copy charge for the requested pages. The vendor may not require the customer to pay for any additional pages that were not initially requested.

Copy center vendors are **NOT authorized** to provide, transmit, send, or e-mail electronic copies to the public or provide an electronic copy on compact disk (CD).

**b. SEARCHES:**

The fee for this service includes any and all steps necessary to search court records to locate a particular document. Under no circumstances may the search fee exceed the \$26.00 cost limitation mandated by the Judicial Conference. The charge shall be assessed per document/pleading searched, not per case.

**Chargeable Searches** - A request for information for which accurate case number and docket number information is not provided by a requestor, and which therefore requires a physical search of the court's records (whether hard copy or automated format) will be considered a search that is properly chargeable. A search fee may **not** be charged in the following instances:

1. If accurate case number and docket number information is provided;
2. Requests for copies of an entire file if accurate case number is provided; and

3. Requests for copies of petition, docket, claims register, or matrix, when accurate case number is provided.

The search fee will include any and all steps necessary to locate a document.

**c. DELIVERY OF COPIES BY FAX:**

**Local:** These charges shall be inclusive of all costs relating to the monthly telephone service, materials, time and costs of the actual local charge incurred for **each individual fax order, not per page**. Local fax is any fax transmitted to a phone number which would not incur long distance charges. For purposes of the local fax charge, “order” shall mean all requests for return delivery of copies by local fax which are mailed, phoned, faxed or delivered in person to the Vendor from one customer at the same time.

**Long distance:** These charges shall be inclusive of all costs relating to the monthly telephone service, materials, time and costs of the actual long distance charge incurred for **each individual fax page**. Long distance is any fax transmitted to a phone number which would incur long distance charges, including international calls.

No other additional charges may be assessed for performing either of these services.

**d. RUSH SERVICE:**

Vendors may charge for rush services **per order** (not per document). The rush services must be requested expressly at the time the order is placed. For purposes of the rush charge, “order” shall mean all requests mailed, phoned, faxed or delivered in person to the vendor from one customer at the same time. The rush service charge is in addition to other charges associated with an order. The vendor shall note the date and time of receipt of all requests, whether in person, by fax, by phone or mail.

Orders which are completed within the defined non-rush turnaround time shall under no circumstances be assessed a rush charge. A rush order which cannot be completed on a rush basis due to the unavailability of court records shall not be assessed a rush charge.

Rush turnaround time for documents of the Clerk’s Office (subject to availability of document/file) is defined as follows:

Rush requests must be completed within 4 business hours (during vendor’s and Clerk’s Office business hours) from receipt of request.

**C.11 Delivery of Copies by Mail/Courier.** The vendor shall not be authorized to charge any handling fee or processing fee for returning copies via first class, certified, express mail, parcel post or courier delivery. **Only the actual cost of postage or actual courier charges may be charged to the requestor.** These charges must be made known in advance to the requestor upon ordering the services. They may **not** be retroactively applied.

**SECTION D: PACKAGING AND MARKING**

**NOT APPLICABLE**

## **SECTION E: INSPECTION**

**E.1 Records Maintenance and Inspection.** The Vendor shall maintain, through appropriate accounting procedures and methods, and the Clerk or his designee shall have the right to examine and audit, all books, records, documents including any and all PACER invoices received by the vendor. This right of examination shall include inspection at all reasonable times of the Vendor's facility.

**SECTION F: PERIOD OF PERFORMANCE/DELIVERABLES**

**F.1 Term of License Agreement.** The term of the agreement will be **24 months** from the date of execution. At the expiration of **24 months**, provided this license agreement has not been terminated by either party prior to such time, the license agreement shall have no effect. The agreement shall not be extended.

**F.2 Record of Copying.** Vendors shall maintain and submit to the Clerk of Court, a Report of Orders Received [Attachment J-3]. This is a record of the services provided under the license agreement and shall be furnished to the Clerk on a monthly basis no later than the 10th day of the following month.

**SECTION G: LICENSE ADMINISTRATION**

**G.1 Collection of Fees.** The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The Government will not safeguard or deposit funds, provide change or any start-up or termination funds. Vendor must display or otherwise make known in advance to requesters, the fees for services provided under the license agreement, including any PACER fees.

The Vendor must accept cash, money orders, and cashier’s checks. The Vendor must also accept, at no additional cost to the customer and without any minimum order requirements or minimum charge requirements, at least two of the following additional methods of payment: 1) payment by credit card; 2) payment by check; or 3) customer billable accounts. The Vendor must select the two additional methods of payment and enter the information in Section B. In no event shall the Vendor be permitted to charge any additional fees, such as processing fees, for any payment methods, regardless of the method selected for inclusion in this proposal.

The performance of copying services for a requestor and the collection of fees is entirely between the requestor and the Vendor. Collected fees are not received for the United States and shall be retained by the Vendor. Vendors may not charge any fee that exceeds a fee the Clerk could charge for the same service under applicable laws and rules of the Judicial Conference of the United States. The Court reserves the right to perform copying services itself, or through any alternative of its choosing.

The Government's responsibility is to ensure that charges for copying and related services are fair and reasonable to the public. The Clerk reserves the right to reject any charges that the Clerk deems to be unreasonable. No fees may be increased.

**G.2 \_\_\_\_\_ Hours of Operation**

**Business Hours** - Vendor shall be open to the public Monday through Friday, excluding legal holidays and official court closings, during the hours of n/a to provide services under this agreement.

**Access to Court Records** - The Vendor shall have access to court records in the Clerk’s Office from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays and official court closings.

**G.3 Delegation.** The Procurement Liaison officer (PLO) may delegate administration authority under this License in writing to any employee of the Clerk's Office.

**G.4 Notice.** Any notice required to be given hereunder may be given by registered mail addressed to the party to be served with notice addressed to the Clerk at 450 Golden Gate Ave., Rm. 16-1120, San Francisco, CA 94102 , and to the Vendor’s address, or such other address as may be furnished to the Clerk in writing by the Vendor.

**G.5 Transfer and Assignment.** The Vendor shall not assign or transfer this License, or any interest herein, nor any claim arising hereunder.

## SECTION H: SPECIAL PROVISIONS

**H.1 Laws and Ordinances.** In the exercise of any privilege granted by the License, the Vendor shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

**H.2 Conduct.** Vendors will be providing services to the public and all conduct by Vendors may affect the public's opinion of the Court. Therefore, Vendors are expected to provide timely, courteous service to the public, and conduct business in a fashion befitting the Court at all times.

**H.3 Expenses.** Any costs, expense or liability incurred by the Vendor connected with or in any manner incident to the granting, exercise or relinquishment of this License shall be assumed and discharged by the Vendor.

**H.4 Taxes.** It is the responsibility of the Vendor to pay all federal, state, local or other taxes, if any, that may result from operations under this License.

**H.5 Nondiscrimination.** The Vendor agrees that no person will be discriminated against in connection with the use made by the Vendor of the Premises on the grounds of race, color, sex, religion, handicap, age or national origin, nor will any person be denied the benefits of, or be subjected to discrimination under, any program or activity held, conducted or sponsored by the Vendor, or any activity, program or use made of the Premises by the Vendor. The breach by the Vendor of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the License.

The Vendor will obtain a written agreement from each person or firm who, through contractual or other arrangements with the Vendor, provides services, benefits or performs work on the Premises, whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Vendor by this License. The Vendor shall furnish a copy of each such agreement to the Clerk.

**H.6 Revocation/Termination.** The Clerk may terminate the license at any time for cause upon the Vendor's failure to comply with any of the terms of the license. Either party may voluntarily terminate the license agreement without cause and without liability for any termination costs, provided that the terminating party delivers to the other party written notice at least thirty (30) days in advance of the termination date. The agreement may also be terminated by the Clerk at any time should a flaw in the contracting process be discovered.

**H.7 Vendor not an Agent.** The Vendor is not an agent of the United States and is not acting on behalf of the United States in exercising the privileges granted by this License. The Vendor shall not represent this relationship to the public. Any order for copy services in accordance with this License shall constitute an agreement solely between the Vendor and the requestor.

**H.8 Service Contract Act.** This license agreement contains the most recent wage

determination on file from the Department of Labor, Wage and Hour Division. The Government has requested an updated wage determination for this agreement from the Department of Labor, Wage and Hour Division. It is the responsibility of the Vendor to acquire information with regard to the prevailing wage rates and fringe benefits and to pay the prevailing wage rates and fringe benefits. Vendor may not increase charges as a result of the receipt of the determination.

**[this provision is not applicable to agreements with a value of less than \$2,500.]**

## **SECTION I: CONTRACT CLAUSES**

### **I.1 JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)**

- (a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
- (b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

### **I.2 JP3 7-35 Disclosure of Information (AUG 2004)**

- (a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer. This clause takes precedence over and is an explicit limitation to the rights enumerated in section (b)(2) of Clause 6-60, "Rights in Data - General."
- (b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.
- (c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with

intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with authorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

- (d) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.
- (e) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.
- (f) The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (g) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.
- (h) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.
- (i) The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.

- (j) Notwithstanding any other provision of this contract, the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

### **I.3 JP3-7-20, Security Requirements (JAN 2003)**

The contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

### **I.4 JP3 Clause 7-25, Indemnification (AUG 2004)**

- (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- (b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
- (c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- (d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by

the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

- (e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.
- (f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

#### **I.5 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)**

- (a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.
- (b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

#### **I.6 JP3 Clause 7-205, Payment for Judiciary Holidays (JAN 2003)**

On judiciary holidays, on-site contractors are not entitled to compensation unless: 1) the contract requires the contractor to be on-site at the judiciary facility during the holiday; 2) the contract specifically provides for compensation to the contractor on Judiciary holidays; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location. The following holidays are observed by the judiciary: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**I.7 JP3 Clause 7-210, Payment for Emergency Closures (AUG 2004)**

During an emergency closure of the government taken in its sovereign capacity for the public good, the Judiciary is not obligated to compensate contractors during the emergency closure unless: 1) the contract specifically requires the contractor to be on-site at the Judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location.

**I.8 JP3 Clause 7-235, Disputes (JAN 2003)**

- (a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- (b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- (c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.
- (d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

**I.9 JP3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)**

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/clauses.htm>

**JP3 Clause 3-160      Service Contract Act of 1965, as Amended      (JAN 2003)**

## **SECTION J: LIST OF ATTACHMENTS**

J-1 Reference Form

J-2 Wage Determination

J-3 Report of Orders Form

**J-1 References:**

**COURT (see L.3.d):** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

**COURT:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

**[use additional sheets if necessary]**

**PRIVATE (see L.3e):**

1) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

2) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

3) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

## **J-2 Wage Determination**

J-3

**REPORT OF ORDERS RECEIVED**

The Vendor shall submit the following information to the Clerk of Court on a monthly basis in accordance with the statement of work contained in the RFP.

Month and Year - \_\_\_\_\_

<b>Quantity Ordered</b>	<b>Service</b>	<b>Rate</b>	<b>End of Month Total</b>
_____	Copying	_____ per page	= \$ _____
_____	Searches	_____ per pleading/ document	= \$ _____
_____	Fax delivery: Local	_____ per order	= \$ _____
_____	Fax delivery: L/Distance	_____ per page	= \$ _____
_____	Rush Orders	_____ per order	= \$ _____

**SECTION K: REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 JP3 Provision 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.

**K.2 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):*

- 
- TIN has been applied for.  
 TIN is not required, because: \_\_\_\_\_

- 
- Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
 Offeror is an agency or instrumentality of a foreign government;  
 Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;  
 partnership;  
 corporate entity (not tax-exempt);  
 corporate entity (tax-exempt);  
 government entity (federal, state or local);  
 foreign government;  
 international organization per-26 CFR 1.6049-4;  
 other \_\_\_\_\_.

- (f) *Common parent*  
[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
Name and TIN of common parent  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.3 JP3 Provision 3-10, Data Universal Numbering System (DUNS) Number (JAN 2003)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, shall call Dun and Bradstreet at 1-800-333-0505. The offeror shall be prepared to provide the following information:
- (1) company name;
  - (2) company address;
  - (3) company telephone number;
  - (4) line of business;
  - (5) chief executive officer/key manager;
  - (6) date the company was started;
  - (7) number of people employed by the company; and
  - (8) company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**K.4 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
    - (a) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (b) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(c) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror \_\_\_ has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

## SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 JP3 Provision 3-210, Protests (AUG 2004)

- (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.
- © Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_.  
[contracting officer designate the official or location where a protest may be served on

*the contracting officer.]*

- (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.

**L.2 JP3 Provision 3-100, Instructions to Offerors (JAN 2003)**

- (a) *Definitions* As used in this provision:
  - "Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
  - In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
  - "Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
  - "Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
  - "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.
- (b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of offers*
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the offer shall show:
    - (i) the solicitation number;
    - (ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
    - (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
    - (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's

- (v) behalf with the judiciary in connection with this solicitation; and name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of offers*
- (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
  - (ii) (a) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
    - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
    - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
    - (3) it is the only offer received.
  - (ii) (b) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
  - (iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
  - (v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be

withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
  - (6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
  - (8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- (d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:
- (1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award*

- (1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
- (3) The judiciary may waive informalities and minor irregularities in offers received.
- (4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.
- (7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
  - (i) the overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
  - (iii) a summary of the rationale for award; and
  - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

### **L.3 Proposal Submission Instructions**

- (a) Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:
- (b) For each item proposed, offerors shall (1) show the unit price and (2) enter the extended price for the quantity of each item offered in the "Extended Price" column of the Section B. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct. Offerors shall also add the extended prices and enter the **"Total Proposed Price"** in the appropriate block in Section B.
- (c) Offerors shall provide all Federal court references, if available, using form J-1, for whom the offeror has provided on-site, or off-site copy and related services for a Federal court under an agreement. Provide the court name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted as well as other members of the court administrative staff. The Government reserves the right to contact any court and consider the information provided in determining an offeror's responsibility.
- (d) Offerors shall provide three private references, if available, using form J-1, for whom the offeror has provided copying services and other services identified in this RFP within the past three years. Provide the name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted. The Government reserves the right to contact any reference and consider the information provided in determining an offeror's responsibility.
- (e) Each prospective offeror submitting a proposal in response to this solicitation is required to submit:
  - (i) Section A, Request For Proposal and License for Copying Services

- Form, properly executed.
- (ii) Section B, Schedule of Prices, including selection of the two additional methods of payment that will be accepted;
- (iii) Attachment J-1, Reference Form, and
- (iv) Section K, Representations and Certifications.

#### **L.4 Proposal Acceptance Period**

Prospective offerors attention is directed to the Request For Proposal Cover Page which states that the Government has 120 calendar days from the date proposals are due to accept a proposal and award a copy center license agreement.

#### **L.5 Responsibility of Prospective Contractors**

To be determined responsible, a contractor must:

- (1) have financial resources adequate to perform the procurement;
- (2) be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
- (3) have a good performance record;
- (4) have a sound record of integrity and business ethics;
- (5) have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- (6) have the necessary organization, experience, accounting and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- (7) have the necessary equipment and facilities, or the demonstrated ability to obtain them; and
- (8) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **SECTION M: EVALUATION**

### **M.1 BASIS OF AWARD**

Award of a copy center license agreement will be made to the single, responsive, responsible offeror whose technically acceptable proposal provides the lowest price to the Government in compliance with the requirements of solicitation including section B. Any offeror deemed non-responsible shall be determined ineligible for award. Failure to disclose court references where the offeror has performed copying and related services for any Federal Court may result in a determination of non-responsibility and the offeror will be ineligible for award.

#### **M.1.1 TECHNICAL ACCEPTABILITY**

A technically acceptable proposal is one which satisfies all requirements of the solicitation with no exceptions. Technically acceptable proposals must include all prices in section B, methods of payment, and be signed by the offeror.

### **M.2 JP3 Provision 3-70, Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.