



**Office of the Clerk
UNITED STATES COURT OF APPEALS
DISTRICT OF COLUMBIA CIRCUIT
333 Constitution Ave., NW
Washington, DC 20001**



**June 11, 2020
Request for Quote – U.S. Court of Appeals
Information Technology (IT) Systems Integration Service Provider**

The United States Court of Appeals is seeking GSA Schedule 70 quotes for the Information Technology (IT) Integration Services on a labor hour basis. The work shall be performed in accordance with all sections of this task order and GSA Schedule 70 SIN No. 132-51.

1.0 INTRODUCTION:

The U.S. Court of Appeals is seeking to modernize its existing court applications, as there is an immediate need to migrate off the “Domino Application Environment.” To achieve this, we must enhance two legacy applications that are currently operating on Lotus Domino Notes – Web Vote and OTP. The two applications need to be enhanced to run on a Microsoft Platform prior to the end of the 2020 calendar year, as support from our Administrative Office will have reached end of life by that time.

2.1 OBJECTIVES:

Through this procurement, the Court seeks to establish a contract with a System Integration Service Provider, (Vendor) that is highly proficient, with proven capabilities in development and integration services, operations and maintenance (O&M), administration, training, and end user support services. The Court’s goal is to identify and build upon a proven platform and solution to move its Court applications in a modern direction, and further develop that solution using Agile practices as described in this document.

Working as a team, the Court employee functioning as Product Owner (PO) will work with the Contractor to incrementally define, elaborate, and implement a modern solution that fully leverages the latest Microsoft products, technologies and cloud services using the Agile Scrum methodology. In doing so, the contractor shall provide IT services in the areas of Agile integration, customization, development, and sustainment services in areas to include:

- Program and Project Management
- Technical Architecture Support
- Software Development Services

In providing applications services, the vendor shall comply with all U.S. Court of Appeals, District of Columbia Circuit (CADC) charters, policies, procedures and plans, processes, manuals, models, and guides. The vendor shall also comply with any changes to the IT program made during the contract period of performance. And finally, in accordance with the inherent, rapid configuration capabilities of the application product(s), the vendor shall follow Agile and DevOps methodologies throughout the entire system lifecycle, helping to ensure that solutions are delivered quickly and that those solutions align well with the CADC’s ongoing requirements and demands.

Given that CADC has chosen to leverage their investment in Microsoft technologies for this project, the Vendor must have competencies in Cloud Business Applications, Cloud Platform, and Application Development. In order to meet the CADC's aggressive timelines the Vendor must also have proven experience delivering similar solutions within the US Federal Judiciary.

2.2 APPLICATION MODERNIZATION OBJECTIVES:

CADC has an immediate need to modernize the WebVote and OTP applications through an iterative and agile process. These systems provide essential functionality for the Court and the successful modernization is a priority. As an appellate case proceeds before a CADC panel there are often several issues that require consideration, review, and voting by panel members (e.g., motions). Today, WebVote supports standard text questions that focus panel members on issues before the Court. This content can be centrally managed and allows for the creation of new questions as needed. The resulting "vote sheet" should be accessible for the panel members and viewable by other judges, if necessary. Once the vote sheet is created, panel members should be notified via email and the email should link the judges back to the vote sheet. Once finalized, the vote sheet is locked, but remains searchable by Court staff.

To modernize WebVote, CADC envisions leveraging Microsoft's Power Platform through a model driven application approach. This model driven app should be architected to integrate with a proven core case management system (CM) that provides an integrated Dynamics365 (D365)/SharePoint Online (SPO) user experience. The Vendor will provide CADC with a single interface that will allow moderators to pose questions to panel members, provide any reference materials or documents, and record the ballots(s) of the panel members. The Vendor will leverage out-of-the-box (OOB) email templates and workflows to ensure consistency and automate processes that are currently completed by hand. Once a vote is complete, the vote sheet and all related documents will be archived for the Court; possibly using low cost Azure Blob Storage or equivalent. Because all actions will be created within this app, all structured and unstructured data will be available for analysis and reporting.

Currently, the OTP application supports the process following the completion of oral arguments before a panel and that panel's conference. One judge will author a decision for the panel. Once this task is complete, the decision will be made available for the other panel members for review and comment. The comments are not part of the draft document but are made in progressive comment boxes outside of the document itself. The author has the discretion to modify the written decision based on feedback from the other two panel members. Once the written decision is finalized, it is also made available for the full Court to review and comment on for one week.

CADC intends to modernize OTP by moving the process to Microsoft Teams. Shifting OTP to Teams is not a traditional software development effort. The Vendor will focus its efforts on the capacitation of CADC technical staff to understand, configure, and use Microsoft Teams. Also, the Vendor will assist in defining processes for Court staff to assist with the organizational change management. If feasible, CADC envisions utilizing integrations between CM/ECF docketing and Teams to provision a new team each time a new case is assigned to a panel in CM/ECF. This Team will have two channels: one closed channel for the panel members and their chambers staff and another open channel for the full Court. The closed channel would use OOB Teams functionality for circulating a written panel decision and receiving feedback from panel members. Once the decision is final, the open channel could be used to circulate the decision to the full Court. When the decision is issued, the channels and their content can then be archived but available to be searched at a later time.

This system will be easily managed by staff, and collaboratively reviewed and worked on by judges and law clerks. This system must be device agnostic, allowing all judges and staff to work in any location and use the platforms that best facilitate collaboration and contribution.

3.0 Services and Prices/Costs

Labor Category	Estimated Hours	Hourly Rate
(ex. See SOW –“Key Personnel”) Senior Solution Architect		

4.0 SCOPE:

General Requirements

The vendor shall modernize two application solutions in support of the CADAC’s strategic mission and objectives and shall comply with the latest version of all Federal technology standards and architecture policies, processes, and procedures in the following categories:

- Federal Information Processing Standards (FIPS) (<https://www.nist.gov/itl/publications-0/federal-information-processing-standardsfips>)
- Presidential Directives and Executive Orders on Systems Security (<https://www.whitehouse.gov/presidential-actions/presidential-executive-orderstrengthening-cybersecurity-federal-networks-critical-infrastructure/>)
- Office of Management and Budget (OMB) Circulars (i.e. A-130, A-127, and A-123) (<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>)
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications (<https://csrc.nist.gov/>)
- Government System Lifecycle Management (SLM) Handbook (<https://www.gsa.gov/directives-library/information-technology-it-solutions-lifecycle-slc-policy-21404-cio>)

Approved Application Products and Supporting Technologies

Within CADC, various products and complementary technologies are already approved and in use. These products and technologies are addressing various mission-critical requirements. The list below includes the technologies approved for usage at CADC; however, CADC reserves the right to introduce additional technologies, as it deems necessary, over the life of the contract.

- Dynamics 365 (online)
- Office 365 and SharePoint Online
- Microsoft Teams
- Azure IaaS (Compute, Networking and Storage) and PaaS (Azure Active Directory, Microsoft Graph API, App Services, Service Bus, Functions, Logic Apps, Vault and Batch)
- Active Directory Federation Services (AD FS)
- Microsoft .NET Framework, Windows Communication Foundation, ASP.NET WEB API, ASP.NET MVC, and C# programming language
- JavaScript, JQuery, AngularJS, React and Timeline JS
- Microsoft Power Automate
- Microsoft Canvas Apps

Application Requirements

It is the intent of the CADC to expedite the modernization of the WebVote and OTP applications by -

- a) Building upon a proven, and widely adopted set of SaaS products (Microsoft Dynamics 365, Teams, and Office 365)
- b) Building upon SaaS-based solution framework that includes features that address most of the CADC' specific business requirements. The data pertaining to WebVote and OTP application solutions must have the following features.

Platform / Product Features

General Features

Built on a proven, industry-leading Microsoft platform that leverages Microsoft COTS products - Microsoft Dynamics 365, SharePoint Online, and Teams

Preconfigured collection of entities, user interfaces, and reports that address fundamental Legal Case Management and Knowledge Management requirements

Low-code, configuration-based tailoring –

- Rapidly tailor the solution through browser-based configuration
- Rapidly add or remove data attributes from a Case, Vote Sheet, Ballot, Team, Channel, or any related records without custom programming
- Rapidly configure organization-wide reports and dashboards and enable users to configure and share personal views containing information that they interact with most frequently
- Design Business Process workflows within the application without custom programming
- Use and modify pre-existing workflows developed for similar organizations

Unified Data Management –

- Store, organize, and access all ballot-related data in a single, unified system, including structured VoteSheet data (e.g., questions posed to the panel) and unstructured documents (e.g., filings, letters, legal briefs, panel decisions, images, and video files)
- Utilize powerful, unified search across both VoteSheet attributes and unstructured documents

Office Productivity Integration –

- Seamlessly integrate with Microsoft Outlook for email tracking, event scheduling, and task management
- Use Microsoft Word to create and embed ballot templates within the WebVote Application
- Use Microsoft Excel for user-based data export and input

Information Organization, Access, and Security –

- Enable a powerful organization-based paradigm with flexible security-based access and control at the Application or even Field level
- Protect data at a granular level and ensure that users only see what they are authorized to see
- Track all changes made on a Vote Sheet with Audit Logging

Integrated Document Management –

- Utilize complete document management features from industry-leading Microsoft SharePoint
- Take documents offline on laptops or mobile devices that are not connected to a network
- Use open and closed channels in Microsoft Teams to share and exchange documents and record comments eliminating the risk of emailing sensitive documents
- Automate ballot templates to reduce the time required to author consistent Vote Sheets and move data from case records directly into Microsoft Office documents
- Allow multiple authors to edit under powerful version control to decrease document churn

Enterprise Class Platform –

- Deploy in the cloud or a hybrid topology
- Instantly deploy and make immediate changes without any requirement for traditional software installation processes
- Install on-premises/cloud hybrid or host 100% on Microsoft's SaaS platforms: Office 365/Dynamics 365 and Teams
- Deploy on a capable and reliable platform that supports long term transaction growth of data and feature development

Vote Sheet Creation

Enter new basic case data directly into the WebVote Application through intuitive, process-driven online web forms
Allow for multiple votes sheets per case and multiple questions per vote sheet

Enable **Moderators** to –

- Initiate a new vote sheet by importing case data collected in CM/ECF, which can include:
 - Case Number
 - Participants Information
 - Case Details, including Filing
- Generate the ballot
- Add Judges
 - Assign roles
- Add Judges' staff
- Leverage ballot templates containing common text
- Utilize Knowledge Management to select common questions for Panel members to consider
 - Allow for creation of new questions when needed and retain those questions in the knowledge management environment for future use
- Attach documents
- Add links to docket in CM/ECF
- Enable cloning of previous Vote Sheets

Vote Sheet Processing

Start the Vote Sheet process correctly based on the questions before the Panel

Link related cases and capture the reason for linkage

Provide the following stages for the Vote Sheet Workflow

- Motion Filed
- Motion Reviewed
- Motion Decided
- Motion Closed
- Provide separate business stages for Briefs

During voting –

- Record all activity taken leading up to vote
- Allow Moderators to
 - Respond to Judges' questions
 - Take actions requested by Judges and record the response(s)
 - Prod Judges to complete votes
- Allow Judges to
 - Comment outside of the Vote Sheet – Possibly through a closed Teams channel or D365 native communication configuration
 - Change their votes while the Vote Sheet is still active

After voting –

- Archive all actions taken
- Close the current vote sheet but allow the case to remain open pending final panel decision on the appeal
 - Enabling additional votes to be conducted within the same case

Enable **System Users** to –

- Easily navigate the system with visual icons
- Auto-save

OTP

When a case is created in WebVote, a corresponding OTP Team will be provisioned in Teams

Each Team will

- Possess two channels
 - One closed – for panel Judges and their staffs
 - One open – where all CADC Judges and their staffs may review a panel decision once complete
- Provision security roles as determined by the Moderator who creates the case in WebVote
- Enable the following functionality
 - File Sharing – Each Team tab will allow for the authoring Judge, or a staff member, to place PDF of the written decision in the appropriate channel
 - Discussion – Team Chat will allow other Judges, or their staff members, to comment on the written decision
- Posts will indicate if a staff member is posting “On Behalf of”
 - Alerting – Teams will alert channel members when documents are posted, or comments are made.

Teams should also allow for Administrative users to provision Teams for other Court business not necessarily associated with case activity and matters before the Court.

Case Analytics and Reporting

Enable **Moderators** to graphically view –

- Active vote sheets
- Pending inquiries from Judges
- Vote sheets due this week
- Details, accessed directly by drilling into data presented on Dashboards

Solution Implementation Services

The vendor shall provide ongoing application configuration and development support services using the approved technologies referenced above as; “Approved Application Products and Supporting Technologies” and “Application Requirements.” Depending on project requirements, the solutions may provide standards-based integration with other CADC mission systems and databases.

Implementation support shall include, but is not limited to:

- Gather and document user stories from business and IT stakeholders. Work with WebVote and OTP stakeholders to continually groom the backlog of user stories and plan upcoming development Sprints.
- Configure and customize (low code/no code) approved COTS products to meet business requirements involving both structured and unstructured information management.
- Implement integration solutions to connect the WebVote and OTP applications to CADC and external partner line of business systems, services and databases as required.
- Enable the WebVote and OTP applications to integrate with CADC current technical investments in Microsoft Office 365 (Exchange Online, SharePoint Online, Skype for Business, etc.).
- Configure the WebVote and OTP applications to seamlessly store and search documents. Enable storage of documents on premises, in the cloud and hybrid topology based on CADC’s security and privacy requirements.
- Provide input for required documentation needed to be SLM-compliant.
- Provide input for required configuration changes and training documentation.

The vendor shall use Agile methodology and DevOps in accordance with the requirements of this solicitation.

Quality Control Plan

The vendor shall provide a Quality Control Plan (QCP). The QCP shall provide details on how the vendor intends to perform quality control checks, the process for tracking issues, communication strategy, and the quality control measures for all areas and responsibilities of this contract to include, but not limited to, all deliverables, all tasks and work activities, assignments, and projects.

The Quality Control Levels, which are to be met, are described below:

Acceptable Quality Levels (AQL) for Each Release

Scope of Performance	Primary Method of Surveillance	Acceptable Quality Level	Evaluation Method
Sprints	Work Product Reviews Technical Reviews Management Reviews	Incorporates all the Sprint Backlog items identified to be included in each Sprint Backlog for the respective Sprints Sprint items not completed are carried forward to next Sprint based on their priority	Based on deliverable type – either the PM, COR acceptance of these deliverables Sprint Backlog items will be identified in appropriate tool (such as Microsoft DevOps) based on product owner needs Sprint Planning meetings shall be conducted at the start of each Sprint cycle to ensure the Sprint items are based on the latest Product Backlog listing and customer prioritization Sprint Review meetings shall be conducted at the end of each Sprint cycle to review the work that was completed and facilitate a product / system demonstration with the customer

The Quality Control Plan to be submitted by the vendor will focus on Quality Assurance (QA) and continuous process improvement (CPI).

The QCP shall include a preliminary “Definition of Done” checklist. An example checklist is provided below that outlines tasks that could be performed and completed per user story. The tasks include, but are not limited to the checklist below, and will vary depending on the specific requirements. Direction to make changes, additions, and deletions to this list of tasks will be provided as needed to the vendor.

“Definition of Done” Checklist for Each Sprint – Sample

Task/Action	Quality Check
User Story and Acceptance Criteria	User Story written and acceptance criteria are clearly documented
Configuration/Code Written Using Acceptance Criteria	Manual test-driven acceptance testing practiced
Code Checked In/Unit Testing Complete	Code commented and checked into repository, unit testing done by developers
Task/Action	Quality Check
FQT/Integration Tests Run	FQT completed and passed 100%
Work Deployed to UAT Environment	Solutions deployed to UAT and smoke testing completed by Implementation team
Test Scripts Created and Assigned to Court Testers	Test Scripts created by User Story in backlog and assigned to UAT testers
UAT Testing Passed	UAT acceptance tests passed
Technical Documentation Written and added to Files	Implementation team has completed technical documentation and reviewed/approved by Courts

The vendor shall provide the draft QCP within ten (10) working days of award for the CADR COR to review. When the COR provides the comments back to the vendor the vendor shall incorporate the comments and provide the final QCP to the COR and ITPM within ten (10) working days.

Key Personnel

The roles are considered key personnel for the execution of this work:

- **Solution Architect** – This resource shall have demonstrated skills leading Microsoft based solutions within the US Federal Courts system. They provide architectural design and guidance throughout the implementation. Their demonstrated experience includes the following:
 - o At least 15 years of experience implementing Microsoft solutions
 - o Experience leading the implementation of Microsoft based case management systems or related solutions for Federal Court Systems
 - o Experience implementing solutions using Microsoft Dynamics 365 (online), SharePoint Online, Azure, and Power Platform for federal government agencies
 - o Microsoft Certified in Dynamics 365
 - o Certified Scrum Master

5.0 EVALUATION OF OFFER

Vendors submitting quotes shall use the price list above, (section 3.0) to indicate each IT professional required; (the labor category, the estimated hours required for each professional and the hourly rate of each). We will be seeking the lowest price technically acceptable from the estimated hours proposed, based on all requirements and certifications detailed within. Please quote hourly rates based on equivalent labor categories from the GSA Schedule 70 SIN 132-51 pricelists.

NOTE: Quotes must be submitted to Contracting Officer by close of business day on July 2, 2020.

6.0 PERIOD OF PERFORMANCE

The overall period of performance for this contract will not exceed one year from date of award. Work shall be substantially complete no later than December 31, 2020.

7.0 INVOICING AND PAYMENT

The Period of Performance (POP) for each invoice shall be for one calendar month. The contractor shall submit only one invoice per month for services rendered to the Contracting Officer named below in "Points of Contact." After evaluation and acceptance, the invoice will be processed within 30 days of receipt.

Each invoice shall show the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate". The contractor shall submit all required documentation (unless exempted by the contract or order) as follows:

- For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

NOTE: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for services and travel.

8.0 PLACE OF PERFORMANCE

Work shall be performed primarily from the vendor's location.

9.0 TRAVEL

Travel by vendor employees may be required on behalf of the U.S. Court of Appeals Project Owner (PO). At this time travel cannot be defined, but future travel requirements must be approved by the Contracting Officer Representative (COR). See terms and conditions #4 of GSA Schedule 70 SIN 132-51 listed below.

10.0 DELIVERABLES

The Vendor shall provide the following deliverables:

Deliverable	Frequency	Copies	Recipients
Software Artifacts	As Required	1 – SW	Software (SW): CADC source control repository
Project Plans/Schedules	Initial Schedule within 5 days of award and updates as Required	3 – Doc	Electronic copy: ITPM (1), COR (1)
Sprint Demonstration	At the conclusion of each Sprint (per Project Plan/Schedule)	2 – Doc	Demonstration: Business Owner & ITPM;
Product Backlog	Updated prior to each Sprint	3 – D	Software (SW): Agile management repository

11.0 RECORDS AND DATA

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government.

12.0 COURT CONTACTS

Contracting Officer Representative:
Steven Kaplan
Information Technology Director
U.S. Court of Appeals, District of Columbia Circuit
(202) 216-7450
steve_kaplan@cadc.uscourts.gov

Contracting Officer:
Dana L. Bethea
Procurement Administrator
U.S. Court of Appeals, District of Columbia Circuit
(202) 216-7297
dana_bethea@cadc.uscourts.gov

Terms and Conditions

7.1 GSA Schedule 70 SIN 132-51 Terms and Conditions

1. **SCOPE** a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule. b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
2. **PERFORMANCE INCENTIVES** a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause. b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements. c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
3. **ORDER** a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available. b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
4. **PERFORMANCE OF SERVICES** a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity. c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner. d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)** (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract. (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the

Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and

the contract shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract. (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement. (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and- Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and- materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST a. Definitions. “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract. “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor. An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work. b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress

payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002)

(Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

7.2 Judiciary Terms and Conditions

The terms and conditions in the GSA contract are invoked by referencing the GSA contract number in the task order. The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

1. 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/sites/default/files/vol14-ch01-appx1b.pdf>

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

Clause 1-15 Disclosure of Contractor Information to the Public (AUG 2004)

Provision 4-27 Time-and-Materials/Labor-Hour Proposal Requirements – Competitive Pricing

Clause 4-30 Payment (Time-and-Materials and Labor-Hour Contracts)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-30 Public Use of the Name of the Federal Judiciary (JUN 2014)

Clause 7-35 Disclosure or Use of Information (APR 2013)

- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (JAN 2003)
- Clause 7-130 Interest (Prompt Payment) (JAN 2003)
- Clause 7-140 Discounts for Prompt Payment (JAN 2003)
- Clause 7-235 Disputes (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 60 calendar days prior to the contract's current expiration date.

(end)

Provision 4-27, Time-and-Materials/Labor-Hour Proposal Requirements – Competitive Pricing

Time-and-Materials/Labor-Hour Proposal Requirement – Competitive Pricing (APR 2011)

- (a) The judiciary contemplates award of a time-and-materials or labor-hour type of contract resulting from this solicitation.
 - (b) The offeror must specify fixed hourly rates in its offer that include wages, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by –
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;
 - (c) The offeror must establish fixed hourly rates using –
 - (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;
 - (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
 - (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.
- (end)

Clause 4-30, Payment (Time-and-Materials and Labor-Hour Contracts)

Payment (Time-and-Materials and Labor-Hour Contracts) (APR 2011)

(a) The judiciary will pay the contractor as follows upon submission of invoices or vouchers approved in writing by the contracting officer or the contracting officer's authorized representative:

(1) Hourly Rate

(i) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are –

Performed by the contractor;

Performed by subcontractors; or

Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(ii) The amounts will be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed.

(iii) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the contracting officer.

(iv) The hourly rates will include wages, indirect costs, general and administrative expense, and profit.

Fractional parts of an hour will be payable on a prorated basis.

(v) Vouchers may be submitted once each month (or at more frequent intervals if approved in writing by the contracting officer). The contractor will substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the contract) by evidence of actual payment and by –

(A) individual daily job timekeeping records;

(B) records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(C) other substantiation approved in writing by the contracting officer.

(vi) Promptly after receipt of each substantiated voucher, the judiciary will, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this section, pay the voucher as approved by the contracting officer or authorized representative.

(vii) Unless otherwise prescribed in the contract, the contracting officer may unilaterally issue a contract modification requiring the contractor to withhold amounts from its billings until a reserve is set aside in an amount that the contracting officer considers necessary to protect the judiciary's interests. The contracting officer may require a withhold of five percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract may not exceed \$50,000. The amounts withheld will be retained until the contractor executes and delivers the release required by paragraph (g) of this clause.

(viii) Unless the contract prescribes otherwise, the hourly rates in the contract will not be varied by virtue of the contractor having performed work on an overtime basis. If no overtime rates are provided in the contract and overtime work is approved in writing in advance by the contracting officer, overtime rates may be negotiated. Failure to agree upon these overtime rates will be treated as a dispute under the Disputes clause of this contract. If the contract provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime has been approved in writing in advance by the contracting officer.

(b) Materials

(1) For the purposes of this clause –

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means –

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the contractor furnishes its own materials that meet the definition of commercial item in the Guide to Judiciary Policy's [Glossary of Procurement Terms](#), the price to be paid for such materials must not exceed the contractor's established catalog or market price, adjusted to reflect the quantities being acquired; and actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the judiciary will reimburse the contractor for allowable cost of materials provided the contractor –

(i) has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
(ii) ordinarily makes these payments within 30 days of the submission of the contractor's payment request to the judiciary and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to [Clause 4-60, Allowable Cost and Payment](#).

(5) The contractor may include allocable indirect costs and other direct costs to the extent they are –

(i) comprised only of costs that are clearly excluded from the hourly rate;
(ii) allocated in accordance with the contractor's written or established accounting practices; and
(iii) indirect costs are not applied to subcontract that are paid at the hourly rates.

(6) To the extent practicable, the contractor shall –

(i) obtain materials at the most advantageous prices available, with due regard to securing prompt delivery of satisfactory materials; and

(ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the contractor shall promptly notify the contracting officer and give the reasons. The contractor shall give credit to the judiciary for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the contractor, or would have accrued except for the fault or neglect of the contractor. The contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the contractor or lost through fault of the judiciary.

(7) The judiciary will not pay profit or fee to the prime contractor on materials, except when reimbursing for commercial items under paragraph (b)(2) above.

(c) If the contractor enters into any subcontract that requires consent under [Clause 7-75, Subcontracts](#), without obtaining such consent, the judiciary is not required to reimburse the contractor for any costs incurred under the subcontract prior to the date the contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the judiciary.

(d) Total Cost

It is estimated that the total cost to the judiciary for the performance of this contract shall not exceed the ceiling price set forth in the contract, and the contractor agrees to use its best efforts to perform the work specified in the contract and all obligations under this contract within such ceiling price. If at any time the contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing the contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the contract, the contractor shall notify the contracting officer, giving a revised estimate of the total price to the judiciary for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the contractor has reason to believe that the total price to the judiciary for the performance of this contract will be substantially greater or less than the then stated ceiling price, the contractor shall so notify the contracting officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during the performance of this contract, the judiciary has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the contracting officer will advise the contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling Price

The judiciary will not be obligated to pay the contractor any amount in excess of the ceiling price in the contract, and the contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the contract, unless and until the contracting officer notifies the contractor in writing that the

ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the contract has been increased, any hours expended and material costs incurred by the contractor in excess of the ceiling price before the increase will be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit

At any time before final payment under this contract, the contracting officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made will be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the contracting officer or authorized representative not to have been properly payable and will also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and written approval of the voucher or invoice designated by the contractor as the "completion voucher" or "completion invoice" and supporting documentation, and upon compliance by the contractor with all terms of this contract (including, without limitation, terms related to patents and the terms of paragraph (g) of this clause), the judiciary will promptly pay any balance due the contractor. The completion invoice or voucher, and supporting documentation, shall be submitted by the contractor as promptly as practicable following completion of the work under this contract, but in no event later than one year (or such longer period as the contracting officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims

The contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the judiciary, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the contractor;
- (2) claims, together with reasonable incidental expenses, based upon the liabilities of the contractor to third parties arising out of performing this contract, that are not known to the contractor on the date of the execution of the release, and of which the contractor gives notice in writing to the contracting officer not more than 6 years after the date of the release or the date of any notice to the contractor that the judiciary is prepared to make final payment, whichever is earlier; or
- (3) claims for reimbursement of costs (other than expenses of the contractor by reason of its indemnification of the judiciary against patent liability), including reasonable incidental expenses, incurred by the contractor under the terms of this contract relating to patents.

(end)

Alternate I (APR 2011): (h) The terms of this clause that govern reimbursement for materials furnished are considered to be deleted.