

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER See Lines	PAGE 1 OF 48	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AJ M. Lee		b. TELEPHONE NUMBER (No collect calls) 202-502-2625		6. SOLICITATION ISSUE DATE 10/19/2026
9. ISSUED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001		CODE	PMD	10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR		
				☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): SIZE STANDARD:		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐		13b. RATING
15. DELIVER TO Court Services Program Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 4-528 Washington, DC 20544-0001		CODE	PRO	16. ADMINISTERED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Accounting Division, DAS BAPO-ACC Administrative Office of the United States Courts One Columbus Circle, N.E., Suite 5-300 Washington, DC 20544-0001		14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)
TELEPHONE NUMBER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐						
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Lines						
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Government Use Only)	
27. Applicable terms and conditions are as stated in the continuation pages.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print) Vanessa Jackson		31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Jury Management System (JMS) solution. Web Based System Design, Development, Implementation, Operations and Maintenance. All inclusive. Type of Contract: IDIQ	1.000000	EA		
Extended Description: BASE PERIOD FIVE (5) YEAR ORDERING PERIOD - YEARS 1-5					
Period of Performance: 12/01/2026 - 11/30/2031					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	IDIQ Minimum Guarantee: The minimum guarantee of this IDIQ is \$500.00. This CLIN will be obligated against the IDIQ at time of award to satisfy the IDIQ guaranteed minimum. Type of Contract: IDIQ	1.000000	JB		
Extended Description: As task orders are fulfilled by the individual orders, the minimum guaranteed obligation will be de-obligated once enough orders are issued by the individual orders to meet the minimum guarantee.					
Period of Performance: 12/01/2026 - 11/30/2031					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Option Period 1 ORDERING PERIOD 2: Jury Management System (JMS) solution. Web Based System Design, Development, Implementation, Operations and Maintenance. All inclusive. Type of Contract: IDIQ	1.000000	EA		
Extended Description: ORDERING PERIOD 2 - YEARS 6-10					
Period of Performance: 12/01/2031 - 11/30/2036					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Option to Extend Services. ORDERING PERIOD 3: Jury Management System (JMS) solution. Web Based System Design, Development, Implementation, Operations and Maintenance. All inclusive. Type of Contract: IDIQ	1.000000	EA		
Extended Description: ORDERING PERIOD 3 - 2-900 UP TO SIX (6) MONTHS					
Period of Performance: 12/01/2031 - 05/31/2037					

C.1 Performance Work Statement

JURY MANAGEMENT SOLUTION
SEE ATTACHMENT 1- JURY MANAGEMENT SOLUTION PWS

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

Clause	Title	Fill-ins
B-20	Computer Generated Forms	
1-1	Employment by the Government	

Clause	Title	Fill-ins
1-5	Conflict of Interest	
1-10	Gratuities or Gifts	
1-15	Disclosure of Contractor Information to the Public	
2-5B	Inspection of Services	
2-20A	Incorporation of Warranty	
2-25A	Delivery Terms and Contractor's Responsibilities	
2-35	F.o.b. Destination, Within Judiciary's Premises	
2-45	Packaging and Marking	
2-55	Privacy or Security Safeguards	
2-60	Stop-Work Order	
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
3-35	Covenant Against Contingent Fees	
3-40	Restrictions on Subcontractor Sales to the Judiciary	
3-45	Anti-Kickback Procedures	
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
3-55	Price or Fee Adjustment for Illegal or Improper Activity	
3-105	Audit and Records	
3-205	Protest after Award	
3-300	Registration in the System for Award Management (SAM) (OCT 2023)	
4-30 Alt I	Payment (Time-and-Materials and Labor-Hour Contracts, Alt I	
5-30	Authorization and Consent	
6-40	Federal, State, and Local Taxes	
6-60	Rights in Data - General	
6-85	Commercial Computer Software License	Contract: "TBD"
6-90	Notice and Assistance Regarding Patent and Copyright Infringement	
6-95	Patent Indemnity	
7-1	Contract Administration	
7-15	Observance of Regulations/Standards of Conduct	
7-20	Security Requirements	

Clause	Title	Fill-ins
7-25	Indemnification	
7-30	Public Use of the Name of the Federal Judiciary	
7-35	Disclosure or Use of Information	
7-40	Judiciary-Contractor Relationships	
7-55	Contractor Use of Judiciary Networks	
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	
7-80	Competition in Subcontracting	
7-85	Examination of Records	
7-100B	Limitation of Liability (Services)	
7-110	Bankruptcy	
7-130	Interest (Prompt Payment)	
7-135	Payments	
7-140	Discounts for Prompt Payment	
7-150	Extras	
7-175	Assignment of Claims	
7-185	Changes	
7-195	Excusable Delays	
7-200	Judiciary Delay of Work	
7-205	Payment for Judiciary Holidays (OCT 2023)	
7-210	Payment for Emergency Closures	
7-215	Notification of Ownership Changes	
7-220	Termination for Convenience of the Judiciary (Fixed Price)	
7-230	Termination for Default - Fixed-Price Products and Services	
7-235	Disputes	

B-5 Clauses Incorporated by Reference

OCT 2010

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

(END)

F-1 Period of Performance

The ordering period for this Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract will consist of five (5) years, with an optional five (5) year extension. The contract will be divided into individual ordering years. Ordering Period three (3) will consist of an option to extend services.

ORDERING PERIOD 1 (Base)

Ordering Year One: 12/01/2026 to 11/30/2027

Ordering Year Two: 12/01/2027 to 11/30/2028

Ordering Year Three: 12/01/2028 to 11/30/2029

Ordering Year Four: 12/01/2029 to 11/30/2030

Ordering Year Five: 12/01/2030 to 11/30/2031

ORDERING PERIOD 2 (Option 1)

Ordering Year Six: 12/01/2031 to 11/30/2032

Ordering Year Seven: 12/01/2032 to 11/30/2033

Ordering Year Eight: 12/01/2033 to 11/30/2034

Ordering Year Nine: 12/01/2034 to 11/30/2035

Ordering Year Ten: 12/01/2035 to 11/30/2036

ORDERING PERIOD 3 (Option to Extend Services)

In accordance with Clause 2-90C, this period can be exercised from 12/01/2031 through 11/30/2036.

A CLIN for the Option to Extend Services is included and has been evaluated at time of award per Clause 2-90C. Clause 2-90D applies both to this IDIQ and Task Orders.

The Government may issue task orders any time during the ordering period and orders may extend sixty (60) months beyond the expiration of the ordering period.

F-2 Deliverables

Specific deliverables and associated requirements may be identified in individual task orders or delivery orders, as applicable. The Contractor shall provide the deliverables specified in each applicable order in accordance with the requirements, schedule, and terms set forth therein.

F-3 Post Award Activities

a. Management Plan - The Contractor shall provide, as required at the task order level, a Management Plan describing its approach to managing contract performance, including communication, staffing, governance, risk management, and issue resolution.

b. Deliverables Approach - The Contractor shall provide, as required at the task order level, describe its approach for developing, managing, reviewing, and delivering contract deliverables.

c. Quality Assurance Surveillance Plan (QASP) - The Contractor shall provide, as required at the task order level, describe its approach for quality assurance, performance monitoring, corrective actions, and continuous improvement.

G-1 Indefinite-Delivery/Indefinite-Quantity Contract Administration

The office identified in 1449 block 16 supported by the Contracting Officer's Representative:

TBD

Contracting Officer's Representative

Administrative Office of the United States Courts

Court Services Office

Thurgood Marshall Federal Judiciary Building One Columbus Circle, NE

Washington, DC 20544
 202-502-TBD
 TBD@ao.uscourts.gov

G-2 Ordering Instructions

This IDIQ is intended for the use of the United States federal district courts. All work to be performed under this IDIQ shall commence with the issuance of a Task Order by a warranted Administrative IDIQ Contracting Officer or warranted Court Contracting Officer (Level 3), within the scope of the IDIQ. Task Orders will be issued in writing. Task Orders may be issued throughout the term of the IDIQ based on Government needs and business requirements. Task Orders will be issued based on the services within the scope of the IDIQ.

Established IDIQ Pricing

The applicable IDIQ contract price shall govern the corresponding Task Order.

The Contracting Officer may issue a Task Order directly using the applicable established IDIQ Schedule, unit price, labor rate, or other contract pricing without requesting a separate price proposal from the Contractor.

The Government may not require the Contractor to submit a separate price proposal for a Task Order solely to re-price services for which an applicable IDIQ contract price has already been established.

Task Order Request for Proposal (TORFP)

The Contracting Officer may request a Task Order proposal from the Contractor.

The Task Order Request for Proposal (TORFP) will be issued by the Contracting Officer. The proposal due dates will be established in the TORFP. The government intends to provide the Contractor will have at least five (5) days to provide a Task Order proposal, but shorter response time frames may be required.

The TORFP may include the following:

Requirements document;
 Price Proposal Request, if applicable;
 Period of performance;
 Type of Task Order;
 Required deliverables, if applicable;
 Additional security requirements, if applicable;
 Applicable IDIQ CLINs or pricing categories, if applicable; and
 Any additional requirements necessary to define the Task Order;
 Key Personnel requirements, if applicable.

The Contractor shall submit its response to the government by the requested due date established in the TORFP. When a price proposal is requested, the Contractor's response shall include a narrative describing the approach to meet the applicable requirements and a detailed breakdown of pricing consistent with the pricing methodology established under the IDIQ contract.

Upon submission of the proposal, the Contracting Officer will evaluate the proposal to ensure that applicable Judiciary requirements have been met and that the proposed pricing is appropriate for the requirements of the Task Order.

Task Order Contents

The resultant Task Order(s) shall contain, as applicable:

Date of Task Order, IDIQ contract number, and Task Order number;
 Performance Work Statement, Statement of Work, or other requirements document;
 Place and period of performance;
 Quantity and applicable unit price/rate;
 The fixed price and/or ceiling value;
 Required deliverables, if applicable;
 Additional security requirements, if applicable; and
 Any other pertinent information necessary to define the Task Order.
 Requirements at F-3, as applicable.

Deliverables, and/or and Contract Data Requirements Lists (CDRL) and Data Item Descriptions (DID).

Ordering and Scope

Task Orders may be issued throughout the ordering period of the IDIQ based on Government needs and business requirements.

The Government may issue multiple Task Orders against the IDIQ during a fiscal year.

No Task Order may include products or services outside the scope of the resulting IDIQ contract.

G-3 Payment

All invoices shall be emailed to the task order COR and be submitted in accordance with clause 7-125 Invoices and 7-125 Alt Invoices as appropriate. Invoices shall be considered accepted once electronically received, reviewed and accepted by the Task Order COR.

G-4 Task Order Administration Deobligation

The following may apply for Firm-Fixed Price (FFP) Task Order(s).

Deobligation of Excess Funds:

(a) Within forty-five (45) days upon expiration of any Task Order period of performance (POP), the Contractor shall submit all outstanding invoices for work performed under the Task Order.

(b) The final invoice shall be clearly marked 'FINAL INVOICE'.

(c) Submission of a final invoice shall constitute the Contractor's representation that all charges, costs, and amounts due under the Task Order have been invoiced.

(d) Following acceptance of all required deliverables and payment of the final invoice, the Government may unilaterally modify the Task Order to deobligate any remaining funds not earned, invoiced, or otherwise due to the Contractor.

(e) Failure to submit a final invoice within the time specified in paragraph (b) may be considered by the Government as evidence that no additional amounts are due under the Task Order. The Government reserves the right to proceed with deobligation of excess funds after providing notice to the Contractor.

(f) Deobligation of excess funds under this clause shall not affect the Contractor's entitlement to payment for properly performed, accepted, and timely invoiced work.

G-5 Place of Performance

The primary place of performance for the solution shall be at the Contractor's site in the United States. Specific training locations, when required, will be identified in the applicable task order.

H-1 Task Order Travel

Travel may be required in the performance of the resulting task orders. Contractor travel shall be permitted only when the travel is required for performance of an issued task order and has been authorized in advance by the Task Order COR. The COR may review, coordinate, or approve travel requests pursuant to the applicable task order, but such COR approval shall not constitute independent authority to authorize Contractor travel or obligate the Government to reimburse travel expenses.

H-2 Conditional Notice to Proceed (NTP) Requirements

The Contractor shall not ingest, process, store, or transmit live Government data, Controlled Unclassified Information (CUI), or Personally Identifiable Information (PII) within the proposed cloud environment, nor activate full production subscriptions, until the Contracting Officer (CO) issues a formal, written Notice to Proceed (NTP) for Production Operations.

(a) Phase 1: Onboarding, Assessment, and Authorization Phase Scope of Base / Phase 1: Upon contract award, the Contractor is authorized to perform only onboarding, initial system configuration, security assessment preparation, and

testing activities under CLIN 0001. Testing Limitations: Any system testing conducted prior to NTP issuance shall utilize exclusively synthetic, dummy, or anonymized test data. Live Government data shall not be introduced for testing unless the Senior Authorizing Official(SAO) or Authorizing Official (AZO) grants a explicit, written Interim Authority to Test (IATT), and the CO provides written concurrence. The Contractor agrees that performance of onboarding activities under Phase 1 does not guarantee the issuance of an NTP or the exercise of subsequent Option Periods.

Conditions Precedent for Issuance of Notice to Proceed (NTP)

The Contracting Officer will issue an NTP for Production Operations only after all of the following conditions precedent are fully satisfied:

Security Package Submission: The Contractor submits a complete Authorization Package (including the System Security Plan (SSP), Customer Responsibility Matrix [CRM], Plan of Action & Milestones (POA&M), and 3PAO Security Assessment Report (SAR) meeting the required (Low / Moderate / High) FIPS 199 baseline and NIST SP 800-53 (Rev. 5) controls.

Remediation of High/Moderate Vulnerabilities: The Contractor remediates or mitigates all High and Moderate security vulnerabilities to the satisfaction of the Information System Security Officer (ISSO) and CISO.

Signed ATO Memo: The Senior Authorizing Official (SAO) or Authorizing Official (AZO) executes a formal, written Authority to Operate (ATO) memo for the full cloud system boundary.

(b) Activation of Phase 2 / Production CLINs

Issuance of the NTP by the CO is a required prerequisite for the exercise of Options / Phase 2 Production CLINs (Insert Production CLIN TBD).

Subscription billing for full user licenses or production compute capacity shall not commence prior to the effective date specified in the CO's written NTP.

(c) Failure to Obtain ATO / Government Remedies

ATO Milestone Window: The Contractor shall obtain a signed ATO within the timeframe established in the task order.

Off-Ramp Rights: If the Contractor fails to obtain a signed ATO within the specified milestone window, or if the Senior Authorizing Official (SAO) or Authorizing Official (AZO) denies the ATO:

The Contracting Officer may decline to exercise any subsequent options;

The Contracting Officer may issue a Cure Notice or Terminate the contract for Cause/Default pursuant to based on the Contractor's failure to deliver acceptable security artifacts; or

The Contracting Officer may Terminate the contract for Convenience pursuant if the failure is determined to be outside the Contractor's control.

3. In the event of contract expiration or termination due to failure to obtain an ATO, the Government's maximum liability shall be limited to allowable, accepted costs incurred under the Phase 1 Onboarding CLIN.

(d) Post-ATO Continuous Monitoring and Revocation

The Contractor shall maintain the security posture of the cloud system in accordance with NIST SP 800-137 continuous monitoring requirements throughout the life of the contract.

If the Senior Authorizing Official (SAO) or Authorizing Official (AZO) suspends or revokes the ATO due to unmitigated security vulnerabilities, major system changes, or a cybersecurity incident, the CO may issue a Stop-Work Order and suspend production until the ATO is formally reinstated.

H-3 Task Order Incremental Funding

Any task order that is incrementally funded will contain additional clauses and/or conditions to address the incremental funding such as clause 4-170.

H-4 Data Rights Supplement

1. Ownership of Custom Deliverables. Notwithstanding any provision to the contrary in Clause 6-60, the Judiciary shall own all right, title, and interest (including all intellectual property rights) in and to any custom code, scripts, application programming interfaces (APIs), configurations, workflows, or reports developed by the Contractor solely and exclusively for the Judiciary under this contract (collectively, the 'Custom Deliverables').

2. Exclusion of Base Platform. Custom Deliverables do not include, and the Judiciary explicitly disclaims any ownership interest in:

The Contractor's pre-existing software, base SaaS solution, platform architecture, or underlying source code.

General enhancements, bug fixes, or platform-wide updates developed by the Vendor during the performance of this contract that are deployed to the Vendor's multi-tenant commercial user base.

3. License Back to Contractor. To the extent that the Custom Deliverables are embedded within or require the operation of the Contractor's base SaaS platform, the Judiciary hereby grants the Contractor a worldwide, perpetual, royalty-free, non-exclusive license to host, execute, display, and maintain the Custom Deliverables solely for the purpose of providing the SaaS services to the Judiciary during the term of this contract.

4. Portability and Delivery. Upon request or upon termination of the contract, the Contractor shall deliver the source code, technical documentation, and configurations of the Custom Deliverables to the Judiciary in a mutually agreeable, machine-readable format.

H-5 Artificial Intelligence Usage

(a) The use of Artificial Intelligence (AI) in the performance of any aspect of this contract must comply for the following: Use of any AI system in the performance of this contract shall be disclosed to the CO and COR prior to use. If the acquisition is for an AI system or an element of the system shall use AI then disclosure in a quote or proposal in response to the solicitation shall meet this requirement. The disclosure shall include the following information:

The AI system(s) that is being used.

The specific judiciary data or information, if any, that is being input to the AI system(s) in performance of this contract.

Identification of any third parties with access to the judiciary's information or data that will be used in the AI system.

Deliverables required under the contract that will be developed in whole or in part by the AI system.

Judiciary data may not be used in a non-government system without the prior approval of the CO and COR. Award of a contract based on prior disclosure in a quote or proposal submitted in response to solicitation that government data will be input into a non-government system will be considered approval by the CO and COR for purposes of this section.

Approval to use judiciary data in a non-government system does not allow the data to be used or moved outside of the territory of the United States. Any such use of judiciary data is not authorized unless expressly written into the contract.

Use of judiciary data or information to train AI models is not authorized unless otherwise expressly written into the contract.

Approved use of judiciary data or information in an AI system, whether by the Contractor or a third party, must be consistent with all other data rights or data usage sections or clauses in the contract.

If deliverables under the contract are being developed in whole or in part by AI and delivered to the judiciary by the contractor, the Contractor shall verify that the AI output provided in the deliverable has been verified and confirmed by the contractor to be free from errors, bias, and hallucinations, prior to submission to the Government.

(b) The following definitions apply to this clause:

1. The term 'Artificial Intelligence' or 'AI' includes the following:

Any artificial system that performs tasks under varying and unpredictable circumstances without significant human oversight, or that can learn from experience and improve performance when exposed to data sets.

An artificial system developed in computer software, physical hardware, or other context that solves tasks requiring human-like perception, cognition, planning, learning, communication, or physical action.

An artificial system designed to think or act like a human, including cognitive architectures and neural networks.

A set of techniques, including machine learning, that is designed to approximate a cognitive task.

An artificial system designed to act rationally, including an intelligent software agent or embodied robot that achieves goals using perception, planning, reasoning, learning, communicating, decision making, and acting.

Products and services that include any of the above-mentioned systems or techniques or that are advertised as including 'AI' or 'Machine Learning' features, techniques, or capabilities.

2. 'Artificial Intelligence System' means an information system that utilizes artificial intelligence products or services in whole or in part.

3. 'Artificial Intelligence Output' means any item, data, or other information that is generated by an Artificial Intelligence System.

4. 'Judiciary data' means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Judiciary, in any medium or form.

5. 'Use' includes the lifecycle of data: input, process, maintain, store, and disposition.

H-6 Generative A.I. Definitions

Definitions

1. Judiciary user means a user granted access to these generative AI services through their employment with an organization that is a party to, or rider on, the Contractor's contract with the Administrative Office of the U.S. Courts.
2. Judiciary data means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by the judiciary in use of a generative AI tool while conducting official judiciary business. This may include data from third parties (such as federal, state, or local governments), that is inputted by a judiciary user in the course of conducting judiciary business. Judiciary data includes: (1) data a judiciary user entered as a prompt in a generative AI tool; (2) data a judiciary user provided as content for generative AI services; or (3) output delivered by Contractor's generative AI tool to a judiciary user. Judiciary data includes the metadata directly associated with judiciary data.

Judiciary-related data is a subset of judiciary data and means any information, document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by a Contractor through the storage, processing, or communication of judiciary data. This does not include Contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the judiciary data

'Repackaged' Judiciary Data: means judiciary data that has been repackaged, restructured, reformatted, or otherwise altered for the purpose of performing the Contractor's generative AI responsibilities under this contract.

User prompt is a subset of judiciary data that means an input by a user in the form of a query, statement, or instruction, intended to guide the generative artificial intelligence services in generating an output or completing a task using the AI functionality.

User content is a subset of judiciary data that means user content or documents uploaded or otherwise provided by a user to the generative AI services

User output is a subset of judiciary data that means any text, information, or other content that the generative AI functionality generates in response to a user prompt and/or based on user content and is returned to the user.

Generative AI Service Provider ('GenAI Service Provider') means a third-party generative AI service provider that has entered into a separate contract with the Contractor to provide the Contractor with generative AI services.

Artificial Intelligence: The term 'Artificial Intelligence' or 'AI' is an umbrella term that encompasses generative AI, predictive AI, and agentic AI. AI is defined generally understood to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. The following are examples of AI:

Any artificial system that performs tasks under varying and unpredictable circumstances without significant human oversight, or that can learn from experience and improve performance when exposed to data sets.

An artificial system developed in computer software, physical hardware, or other context that solves tasks requiring human-like perception, cognition, planning, learning, communication, or physical action.

An artificial system designed to think or act like a human, including cognitive architectures and neural networks.

A set of techniques, including machine learning, that is designed to approximate a cognitive task.

An artificial system designed to act rationally, including an intelligent software agent or embodied robot that achieves goals using perception, planning, reasoning, learning, communicating, decision making, and acting.

Products and services that include any of the above-mentioned systems or techniques or that are advertised as including 'AI' or 'Machine Learning' features, techniques, or capabilities.

Generative Artificial Intelligence (GenAI) is a subset of AI that means the creation of new content based on user inputs (prompts) and user data sets (uploads). GenAI is a class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content.

AI Agent Systems (or Agentic AI) are a subset of AI that means autonomous task execution and decision making based on predefined rules, roles, and guardrails. AI Agent systems have the capability for autonomous decision-making, and taking action to operate, with limited human supervision to achieve complex goals. AI agent systems consist of software that equips the model with tools to take a range of discretionary actions. These systems may be more expansive, containing multiple sub-agents with software that orchestrates their interactions.

3. Additional Order of Precedence: The terms of the judiciary contract take precedence over all other terms and conditions including attachments and supplements incorporated into the judiciary contract, as well as Contractor's policies and terms of service (TOS). If there is any conflict between this contract and the Contractor's license agreements, referred to as End User License Agreements (EULA), Terms of Service (TOS), or other similar legal instruments or agreements,

this Contract shall prevail. This special contract requirement constitutes an amendment to the Contractor's TOS; any language in the TOS indicating it may not be modified or that it alone is the entire agreement between the Parties is hereby deleted.

The requirements in this clause will automatically apply to future versions or revisions of the Contractor's policies and terms of service.

These terms and conditions shall survive the expiration or termination of this contract.

H-7 Changes to Terms of Service

Changes to Terms of Service: Language in the Contractor's TOS reserving the Contractor the right to change the terms of service without notice at any time is hereby amended to provide that material changes to the terms of service are inapplicable to the judiciary users unless agreed to by both parties in a bilaterally executed contract modification. Material changes include, without limitation:

- (a) terms that change judiciary rights or obligations;
- (b) terms that make previously free services paid or increase judiciary prices;
- (c) terms that decrease overall level of service; and
- (d) terms that limit any other judiciary rights addressed elsewhere in the terms of service.

Contractor will notify the contracting officer in writing at least fourteen days in advance of any proposed material change to the terms of service.

H-8 Required Disclosure

Required Disclosure of generative or agentic artificial intelligence: The Contractor shall promptly notify the Contracting Officer (CO) and Contracting Officer's Representative (COR) once they become aware of the use or planned use of generative or agentic artificial intelligence in any product or service provided under this contract that has not been previously identified as using generative or agentic artificial intelligence as of the effective date of this contract.

Such notification shall be no later than 72 hours after the Contractor was made aware of the use or planned use of artificial intelligence.

The disclosure shall include (1) the AI system that is being used; (2) the specific government data or information that is being inputted to the AI systems in the performance of the contract; (3) identification of any third parties with access to the Government's information or data that will be used in the AI system; and (4) deliverables required under the contract that will be developed in whole or in part by the AI system.

H-9 Security Confidentiality and Privacy Safeguards

Security, Confidentiality, and Privacy Safeguards of Judiciary Data

Confidentiality: Judiciary prompts, content, and output, as well as search query and browsing history, constitute "confidential information." To the extent the Contractor repackages judiciary data to obscure the data owner (defined above as repackaged judiciary data), the Contractor must continue to apply this confidentiality requirement.

Contractor access and use of confidential information is limited to service delivery and support, subject to need-to-know controls.

Confidential data may not be sold, rented, or shared by the Contractor without advance written notice and approval of the CO or COR.

Confidential data must not be disclosed in response to a valid subpoena without advance written notice and approval of the CO or COR.

Confidential data must not be disclosed pursuant to other lawful requests without advance written notice and approval of the CO or COR.

Confidential data may be disclosed to other Contractors under the same obligations of Confidentiality as this Contractor, only as necessary to perform the requirements of the contract.

Confidential data must be strictly private and confidential so that each judiciary user only sees its own search sessions, input, content, and output.

The Contractor must not permit any judiciary or non-judiciary user to see the input, content, and output of other judiciary or non-judiciary users.

The Contractor must not develop, train, or fine-tune any generative AI models with confidential data, even if the confidential data has been anonymized and/or aggregated.

The Contractor will process confidential data with their generative AI services solely for the purpose of delivering those generative AI services specified in this contract

b. Privacy: The Contractor must not use de-identified, anonymized, or aggregated judiciary data or repackaged judiciary data to improve performance, functionality, and user experience absent a written request (containing a technical explanation) and prior written approval from the Contracting Officer.

c. Security: Contractor will, in good faith, exercise due diligence using generally accepted commercial business practices for information technology security to ensure that AI tools and GenAI services are operated and maintained in a secure manner, and that management, operational, and technical controls are employed to ensure security of these systems and data.

i. In addition to the security requirements contained in Attachment 1 - PWS Section 4.3, Contractor must provide the judiciary with the following AI-specific security artifacts:

At least once on an annual basis, and upon request by the COR: system security plans and updates and third-party audits of the system security

At least once every three months, and upon request by the COR: continuous monitoring reports.

i. Judiciary users are subject to judiciary policies and rules of behavior that prohibit the upload of certain data in the Contractor's generative AI services. Accordingly, the judiciary may request, and Contractor shall make commercially reasonable efforts to remove and provide to the Contracting Officer/Contracting Officer's Representative any judiciary user-provided data that is stored by the Contractor which the judiciary may consider in contravention of judiciary policies and rules of behavior. Data may be provided in a common file or database format as Contractor deems appropriate.

ii. Contractor must delete any judiciary data, if requested by the CO or COR, that the judiciary deems a security or privacy risk and/or policy violation.

iii. Contractor must maintain AI functionality in a secure and supported state, including timely patches and updates. Contractor will notify the judiciary of material security changes that affect behavior, security posture, or data handling.

iv. Contractor will maintain controls to reduce known risks of discriminatory, biased, or harmful outputs.

v. The Contractor's artificial intelligence system (and the systems of all generative AI service providers) shall be based in the United States. Use of services that are located outside of the United States is prohibited.

vi. The Contractor's artificial intelligence (and that of the generative AI service providers) shall not have been trained and is not currently being trained on data that was collected in violation of U.S. laws or policies.

H-10 Data Use, Retention and Disposition

Data Use, Retention and Disposition

Purpose limitation: The Contractor will retain judiciary data only for as long as necessary to fulfill the purposes outlined in the contract. Upon termination of the contract, or upon the judiciary's written request, the Contractor will securely delete all judiciary data in its possession. Contractor will provide the judiciary, upon request and at contract end, an export of judiciary data and judiciary-related data in a usable format, and reasonable transition assistance, prior to deletion.

Use Restriction: Judiciary data shall not be used for purposes other than those stated in this contract. The Contractor shall only use judiciary data to the extent needed to provide the services identified in this contract. The Contractor shall have appropriate policies in place regarding the handling, access, and use of judiciary data.

H-11 Third-Party Contracts

Delivering generative AI services: The Contractor may engage third-party generative AI service providers to assist in delivering AI-based functionality within the service. Upon request, the Contractor will provide the contracting officer with a list of current third-party generative AI service providers receiving judiciary data (or "repackaged" judiciary data) and will notify the contracting officer in writing of any intended changes to this list in advance, giving the judiciary the opportunity to object or respond to such changes.

Data Flow Documentation: For each generative AI feature enabled, the Contractor will provide the contracting officer with a written summary describing: (a) what judiciary data is transmitted, processed, stored and logged (b) where it is processed (including all systems and third-party providers involved) (c) what is retained (prompts, uploads, outputs and logs) and for how long (d) how judiciary data is used by the AI tool; and (e) the list of generative AI service providers and subprocessors involved.

Flow of Requirements: The Contractor must ensure that any such generative AI service provider is bound by written agreements that require the service provider to comply with all requirements set forth in this contract. The Contractor shall require that all generative AI service providers access and use the data provided by the Contractor exclusively for the stated purposes of this contract. This includes, but is not limited to: (1) security, confidentiality, and privacy (2) data rights; (3) data use, retention and disposition; (4) explainability (5) segregation (6) incident response reporting requirements to report all known or suspected incidents involving PII or SPII within one hour of discovery and all other incidents within eight hours of discovery, consistent with Clause 2-57; and (7) a prohibition on service providers developing, training, or

fine tuning any generative AI models with judiciary data or repackaged judiciary data, even if aggregated, anonymized, and/or de-identified.

Data Retention: The Contractor must use a zero retention API when data is exchanged with its generative AI service providers. The Contractor shall not permit any third-party generative AI service providers to retain any judiciary data or repackaged judiciary data longer than necessary to generate and produce the output. The Contractor must ensure that the life cycle of judiciary data shared with generative AI service providers must be equal to the https request, for itself and its providers.

De-identification: Prior to disseminating judiciary data to a third-party service provider for the purpose of providing services under this contract, the Contractor must adequately de-identify the judiciary user, the user's organization, and the input and content of the judiciary data itself.

H-12 Click Through Banner

Contractor will deploy a click through banner for all judiciary users who log on to Contractor websites and services. The click through banner will appear on all computers and mobile devices for all judiciary users. The click through banner will require the user to click 'ok' and agree to the language of the banner. The Contractor must use only the language provided by the judiciary in the banner.

The banner shall state the following: By clicking 'ok' to use these services, all users acknowledge they are subject to the Rules of Behavior for Generative AI and to their employing agency's requirements regarding use of generative AI functionalities.

H-13 Explainability

Upon receiving a written request from the contracting officer, the Contractor must provide documentation, affidavits, and/or relevant materials explaining for a third-party audience how the Contractor's generative AI tools generated output. The Contractor must identify information in these materials that is considered confidential or proprietary to the Contractor.

H-14 Data Segregation

Data Segregation

A. **Storage:** Judiciary data must be logically separated in storage and processing from the data of all other clients of the Contractor, including other governmental entities.

B. **Influence and Bias:** The Contractor must institute adequate data segregation procedures, controls, and requirements to ensure that output for all judiciary users is free of bias or influence. This includes but is not limited to:

The Contractor is prohibited from using judiciary data to influence, retain, or train the Contractor's generative AI models, tools, or platforms, as well as those of the Contractor's service providers, even if judiciary data is anonymized, aggregated, and/or de-identified.

In the event the Contractor learns that judiciary data may be biasing or influencing the outputs for other judiciary or non-judiciary users, the Contractor must immediately (within 24 hours) notify the contracting officer in writing. The notification must include a description of the circumstances, and a timeline for developing a plan to correct the generative AI service. The Contractor is prohibited from permitting data from executive or legislative branch users to influence output for any judiciary user.

The Contractor is prohibited from permitting data originating from any of Contractor's other clients who may appear before the federal courts from influencing output for any judiciary user.

The Contractor is prohibited from using one judiciary user's judiciary data in the creation of an output for any other user (within or external to the judiciary).

C. **Private Database Restriction:** The Contractor must not deploy generative AI services or functionalities to the judiciary's private database. Should the judiciary wish to leverage generative AI capabilities on the data contained in the private database, the judiciary will negotiate appropriate terms and conditions with the Contractor for a bilateral modification.

H-15

Future AI Product Offerings

- a. Future AI Product Offerings: Any AI functionality, tool, or product released by the Contractor after the effective date of this contract shall not be made available to any judiciary user on either a trial or paid basis, either automatically or by request, until:
- The CO requests a technical and price proposal from the Contractor;
 - Pricing and terms and conditions have been negotiated; and
 - A bilateral contract modification has been executed.

2-20C

Warranty of Services

JAN 2003

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

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor _____ [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; "within 1000 hours of use by the judiciary"; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time.] This notice will state either

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

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

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

(END)

2-50

Continuity of Services

JAN 2003

(a) The contractor recognizes that the services under this contract are vital to the judiciary and shall be continued without interruption and that, upon contract expiration, a successor, either the judiciary or another contractor, may continue them. The contractor agrees to:

- (1) furnish phase-in training, and
- (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The contractor shall, upon the contracting officer's written notice:

- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires, and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and will be subject to the contracting officer's written approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

(d) The contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(END)

Protecting, Reporting, and Responding to Incident Involving Sensitive Information (JUN 2024)

(a) Definitions. As used in this clause—

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where an unauthorized person accesses or potentially accesses Sensitive Information, or an authorized user accesses Sensitive Information for an unauthorized purpose.

“Incident” means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation, or imminent threat of violation, of law, security policies, security procedures, or acceptable use policies.

“Information System” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Personally Identifiable Information (PII)” means information that can identify an individual when used alone or with other relevant data. PII may contain direct identifiers (e.g., Social Security numbers) that can identify a person uniquely or quasi-identifiers (e.g., date of birth) that can be combined with other quasi-identifiers to successfully recognize an individual. The definition of PII is not anchored to any single category of information or technology. Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

“Privacy Information” means both PII and Sensitive Personally Identifiable Information (SPII).

“Sensitive Information” means any data or other information for which public disclosure, or disclosure to users without a need to know to perform their jobs, can harm individuals, the U.S. government, or private organizations. Sensitive Information includes Privacy Information and the following types of information:

(1) Agreement Information. Information received by judiciary organizations, according to agreements with other federal, state, local, tribal, territorial, or private sector partners, that is required to be protected under the agreement with that partner or other applicable laws.

(2) Procurement Information. Information related to procurements that is considered sensitive and is not normally shared with the public outside official processes. This includes internal information and documents related to procurements, source selection information, vendor proposals, and submitted information marked as proprietary or sensitive. This does not include the contractor's own proposal(s) or contract(s) with the judiciary.

(3) Information Systems Vulnerability Information (ISVI).

(A) Information technology (IT) systems data (e.g., systems inventories, enterprise architecture models) that reveal infrastructure used for servers, desktops, and networks; application name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use or need.

(B) Information about developing or current technology, the release of which could hinder judiciary objectives, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system.

(C) System vulnerability or weakness information that could be used to compromise the confidentiality, integrity, or availability of an information system.

(4) Personnel Security Information. Information that could result in physical risk to judiciary personnel.

(5) Physical Security Information. Information related to the protection of judiciary buildings, grounds, or property, including reviews or reports that illustrate or disclose facility infrastructure or security vulnerabilities. Examples include threat assessments, system security plans, security diagrams for judiciary buildings, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation.

(6) Court Related Information. Sealed cases, sealed documents or other information marked as sensitive by a court.

This includes Highly Sensitive Documents (HSD), which are documents or other materials that contain sensitive, but unclassified, information that warrants exceptional handling and storage procedures to prevent significant consequences from unauthorized access or disclosure.

(7) Privileged/confidential Information. Information protected through recognized confidential relationships.

(8) Official Business Information. Proposed budgets, draft plans or policies, other information intended only for consideration by internal decision makers or other confidential audiences.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII that if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

(1) Multiple pieces of information, when combined, may pose an increased risk of harm to the individual. SPII may consist of any grouping of information that contains an individual's name or other unique identifier, plus one or more of the following elements:

- (A) Truncated SSN (e.g., last four digits);
- (B) Birthdate (month, day, and year);
- (C) Citizenship or immigration status;
- (D) Ethnic or religious affiliation;
- (E) Sexual orientation;
- (F) Criminal history;
- (G) Medical information; and
- (H) System authentication information (e.g., mother's birth name, account passwords, personal identification numbers (PINs)).

(2) Other PII (e.g., list of employees and their performance ratings, unlisted home address, unlisted phone number) that may present an increased risk of harm to the individual depending on its context. The context includes the purpose for which the PII was collected, maintained, and used. The same information in different contexts can reveal additional information about the impacted individual.

(b) Accessing and Protecting Sensitive Information

(1) Contractor roles and responsibilities regarding Sensitive Information. Before the contractor shall have access to Sensitive Information, the contractor shall coordinate with the contracting officer's representative (COR) about the contractor's roles and responsibilities regarding the Sensitive Information, and how an incident or suspected incident will be handled consistent with this clause and judiciary policies and procedures. Before they may access the Sensitive Information, the contractor and their staff and subcontractors shall complete all forms, trainings, and briefings as may be necessary for security or other reasons.

(2) Training. Contractors that have access to Sensitive Information as part of this contract shall provide their staff with training before they access Sensitive Information, and then at least annually thereafter. The training shall comply with this clause and the training shall cover how to properly handle and safeguard judiciary Sensitive Information and how to identify and report incidents or suspected incidents regarding judiciary Sensitive Information consistent with this clause. The contractor shall provide an initial report, and then an annual report each year after that, to the COR that shows that contractor staff and any subcontractor staff working on the contract have all successfully completed such training. The Contractor shall also provide the COR confirmation that any new staff or subcontractor staff that join the contract after the contract has begun have also successfully completed such training.

(3) Access. Contractor shall have access only to those areas of judiciary Sensitive Information resources explicitly stated in this contract or approved by the contracting officer or COR in writing, as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the contracting officer or COR, are strictly prohibited. If this clause is violated, the judiciary will take appropriate actions regarding the contract and the individual(s) involved.

(4) Protection Requirements

(A) Contractor shall safeguard all Sensitive Information and shall take reasonable measures to prevent the unauthorized use, disclosure, or loss of Sensitive Information. This includes Sensitive Information in any medium or form, including electronic, oral, or paper.

(B) Contractor and their subcontractors shall safeguard Sensitive Information whether it resides on judiciary owned and operated information systems, judiciary owned and contractor-operated information systems, contractor-owned and/or operated information systems operating on behalf of the judiciary, and any situation where contractor and/or subcontractor employees may have access to Sensitive Information because of their relationship with the judiciary.

(C) Sensitive Information shall not be stored on a mobile device or portable electronic media and shall be handled with awareness of the surroundings, so that the Sensitive Information is not disclosed to unauthorized individuals. Sensitive Information shall be secured when unattended or not in use. If performance of the contract requires the contractor to access Sensitive Information on a mobile device or portable electronic media, they shall notify the contracting officer and COR and provide details on the use case required and how such use will comply with this clause and all other applicable policies and guidelines. The COR will work with the contractor and determine if such a use case is acceptable. The contractor shall not use or store Sensitive Information on a mobile device or portable electronic media until the contracting officer provides acceptance of the use case.

(D) Contractor shall encrypt Sensitive Information if the Sensitive Information is in transit or is stored outside of judiciary networks. This includes any Sensitive Information that may reside on, or transit contractor-owned or operated information systems.

(E) All Sensitive Information must be appropriately labeled, secured, and be properly returned, disposed of, or sanitized when no longer needed or at the end of the contract. See section (e) of this clause for more guidance on returning, sanitizing, and disposing of judiciary Sensitive Information.

(F) Removal. The contracting officer may require the contractor to prohibit individuals from working on the contract if the judiciary deems their initial or continued employment on the contract contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(c) Incident Reporting Requirements

(1) Contractors and subcontractors shall report all known or suspected incidents to the Security Operations Center (SOC), which is staffed 24 hours per day, seven days per week.

(A) When reporting incidents to the SOC, contractors and subcontractors shall submit the report by:

(i) email to soc@ao.uscourts.gov with courtesy copy to the contracting officer and COR using the contact information identified in the contract, or

(ii) phone call to **202-502-4370**, in which case the contractor must notify the contracting officer and COR immediately after reporting to the SOC.

(B) Contractors and subcontractors shall report all known or suspected incidents involving PII or SPII within one hour of discovery. All other incidents shall be reported within eight hours of discovery.

(C) Subcontractors shall notify the prime contractor if they have reported a known or suspected incident to the SOC. Lower tier subcontractors shall also notify their higher tier subcontractor, until the prime contractor is reached.

(2) The judiciary will determine whether information exposed in an unauthorized disclosure or security breach of information under the contractor's control or in an information system under the contractor's control at the time of the incident is Sensitive Information, PII, or SPII by performing an assessment of the specific risk that an individual could be identified using the exposed information with other information that is linked or linkable to the individual. Information that is not PII when considered alone can become PII or SPII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to an individual. Final determination of the categorization of exposed information as Sensitive Information, PII, or SPII will be made in writing by the contracting officer.

(3) Sensitive Information transmitted via email shall be protected by encryption. When using regular email channels, contractors and subcontractors shall not include any Sensitive Information in the subject or body of any email. The Sensitive Information shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of Sensitive Information shall comply with any email restrictions imposed by the originator.

(4) No incident may, by itself, be interpreted as evidence that the contractor or subcontractor has failed to provide adequate information security safeguards for Sensitive Information or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, contractors and subcontractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(A) Unique Entity Identifier (UEI);

(B) Contract numbers affected, unless all contracts by the company are affected;

(C) Facility CAGE code, if the location of the event is different than the prime contractor location;

(D) Point of contact (POC), if different than the POC recorded in the System for Award Management (address, position, telephone, and email);

(E) Contracting officer POC (address, telephone, and email);

(F) Contract clearance level;

(G) Name of subcontractor and CAGE code, if this was an incident on a subcontractor network;

(H) Government programs, platforms, or systems involved;

(I) Location(s) of incident;

(J) Date and time the incident was discovered;

(K) Server names where Privacy Information resided at the time of the incident, both at the contractor and subcontractor level;

(L) Description of the government PII or SPII contained within the system; and

(M) Any additional information relevant to the incident.

(d) Incident Response Requirements

(1) All determinations by the judiciary related to incidents, including response activities, will be made in writing by the contracting officer.

(2) The contractor shall provide full access and cooperation for all activities determined by the government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the government may include, but are not limited to, the following:

- (A) Inspections;
- (B) Investigations;
- (C) Forensic reviews;
- (D) Data analyses and processing; and
- (E) Revocation of the Authority to Operate (ATO), if applicable.

(4) The contractor shall immediately preserve and protect images of known affected information systems and all available monitoring or packet capture data. The monitoring or packet capture data shall be retained for at least 180 days from submission of the incident report to allow the judiciary to request the media or decline interest.

(5) The judiciary, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) Certificate of Sanitization of Government and Government-Activity-Related Files and Information

Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the contractor shall return all Sensitive Information to the judiciary and/or destroy it physically and/or logically as identified in the contract, unless the contract states that return and/or destruction of Sensitive Information is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, Guidelines for Media Sanitization. The contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The contractor shall submit the certification to the COR and contracting officer following the template provided in NIST SP 800–88, Guidelines for Media Sanitization, Appendix G.

(f) Other Reporting Requirements

Incident reporting required by this clause does not rescind the contractor's responsibility for other incident reporting pertaining to its information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other government requirements.

(g) PII and SPII Incident Notification Requirements

(1) All determinations by the judiciary related to notifications to affected individuals and/or federal agencies and related services (e.g., credit monitoring) will be made in writing by the contracting officer.

(2) No later than five business days after being directed by the contracting officer, or as otherwise required by applicable law, the contractor shall notify any individual whose PII or SPII was either under the control of the contractor or resided in an information system under control of the contractor at the time the incident occurred. The method and content of any notification by the contractor shall be coordinated with, and subject to prior written approval by, the contracting officer. The contractor shall not proceed with notification unless directed in writing by the contracting officer.

(3) Subject to government analysis of the incident and direction to the contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the contracting officer. Notification may require the contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (A) A brief description of the incident;
- (B) A description of the types of PII or SPII involved;
- (C) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (D) Steps individuals may take to protect themselves;
- (E) What the contractor and/or the government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
- (F) Information identifying who individuals may contact for additional information.

(h) Credit Monitoring Requirements

The contracting officer may direct the contractor to:

- (1) Provide notification to affected individuals, as described in paragraph (g)(2).
- (2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (A) Triple credit bureau monitoring;
- (B) Daily customer service;
- (C) Alerts provided to the individual for changes and fraud; and
- (D) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

- (A) A dedicated telephone number to contact customer service within a fixed period;
- (B) Information necessary for enrollees to access credit reports and credit scores;
- (C) Escalation of calls that cannot be handled by call center staff, to call center management or AOUSC, as appropriate;

(D) Weekly reports on call center volume, issue escalation, and other key metrics;

(E) Customized frequently asked questions, approved in writing by the contracting officer in coordination with the Judiciary Breach Response Team (BRT); and

(F) Information for enrollees to contact customer service and fraud resolution representatives for credit monitoring assistance.

(i) Subcontracts

(1) The contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will:

(A) have access to Sensitive Information;

(B) have access to or handle systems containing Sensitive Information;

(C) collect or maintain Sensitive Information on behalf of the Judiciary; or

(D) use a subcontractor information system(s) to process, store, or transmit Sensitive Information.

(2) Any violation by a subcontractor of any of the provisions established in this clause will be attributed to the contractor.

(3) Any breach or incident, as defined in paragraph (a) Definitions of this clause, experienced by a subcontractor will be attributed to the contractor for the purpose of triggering contractor compliance with the requirements in paragraphs (c) Incident Reporting Requirements, (d) Incident Response Requirements, (f) Other Reporting Requirements, (g) PII and SPII Incident Notification Requirements, and (h) Credit Monitoring Requirements, of this clause.

(end)

2-80 Judiciary Property

JAN 2003

(a) Title to judiciary property provided under this contract remains in the judiciary. The contractor may use the judiciary property only in connection with this contract. The contractor shall secure judiciary property and maintain adequate property control records in accordance with sound industrial practice and shall make them available for judiciary inspection at all reasonable times.

(b) Upon delivery of judiciary property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:

(1) for reasonable wear and tear;

(2) to the extent property is consumed in performing the contract; or

(3) as otherwise provided in the contract.

(c) Upon completing this contract, the contractor shall follow the contracting officer's instructions regarding the disposition of all judiciary property not consumed in performing this contract or previously delivered to the judiciary. The contractor shall prepare for shipment, deliver F.o.b. origin, or dispose of the judiciary property, as directed or authorized by the contracting officer. The net proceeds of any such disposal will be credited to the contract price or will be paid to the judiciary as directed by the contracting officer.

(d) The items of property are listed in an inventory of items attached to this contract and the contractor shall notify the judiciary on any required adjustments.

(END)

2-90C Option to Extend Services

APR 2013

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 10 calendar days prior to the contract's current expiration date.

(END)

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

APR 2013

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 10 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 10 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TEN YEARS SIX MONTHS OR 126 MONTHS.

(END)

3-1 Contractor Use of Mandatory Sources of Products or Services

JUN 2012

(a) Certain products or services to be provided under this contract for use by the judiciary are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under Javits-Wagner-O'Day Act (41 U.S.C. §§ 8501 - 8506). Additionally, certain of these products are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory products or services to be provided for judiciary use under this contract from the specific sources indicated in the contract.

(b) The contractor shall immediately notify the contracting officer if a mandatory source is unable to provide the products or services by the time required, or if the quality of products or services provided by the mandatory source is unsatisfactory. The contractor shall not purchase the products or services from other sources until the contracting officer has notified the contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for mandatory products is available from the contracting officer for products obtained through the DLA/GSA/VA distribution facilities. For mandatory products or services not available from DLA/GSA/VA sources, price and delivery information is available from the appropriate central nonprofit agency. Payments will be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

- (1) National Industries for the Blind (NIB)
1310 Braddock Place
Alexandria, VA 22314-1591
703-310-0500; and
- (2) National Industries for the Severely Handicapped (NISH)
8401 Old Courthouse Road
Vienna, VA 22182
571-226-4660

(END)

3-120 Order of Precedence

APR 2026

(a) Any conflicts or inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) Judiciary clauses 7-175, Assignments of Claims; 7-235 Disputes; 7-135, Payments; and 7-125, Invoices; 7-30 Public Use of the Name of the Federal Judiciary; 2-57 Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (if included in the contract).
- (3) The "Unauthorized Obligations" and "Commercial Supplier Agreements Unenforceable Clauses" paragraphs of this clause.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as defined in paragraph D of this clause and as amended by the Commercial Supplier Agreements Unenforceable Clauses provision in paragraph (d) of this clause.
- (5) Solicitation provisions if this is a solicitation.
- (6) Contract clauses if this is a contract.
- (7) The judiciary's standard contract form.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(b) When an order utilizing clause 3-120 is placed against an indefinite delivery vehicle (IDV) or a Blanket Purchase Agreement (BPA) that contains Federal Acquisition Regulation (FAR) clause 52.212-4, paragraphs (a) and (b) of clause 3-120, except for (a)(2) (Judiciary clauses), shall be considered replaced with FAR 52.212-4's order of precedence provision. The remaining paragraphs of clause 3-120, together with section (a)(2) of this clause shall be considered "Other Compliances" under FAR 52.212-4(s)(2).

(c) Unauthorized Obligations

- (1) Except as stated in paragraph (c)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the judiciary to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Antideficiency Act violation (31 U.S.C. § 1341), the following shall govern:

- (A) Any such language, provision, or clause is unenforceable against the Government.

(B) Neither the judiciary nor any judiciary authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the judiciary or any judiciary authorized end user to such clause.

(C) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (c)(1) of this clause does not apply to indemnification or any other payment by the judiciary that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(d) Commercial Supplier Agreements Unenforceable Clauses.

When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the judiciary, the following shall apply:

(A) Applicability. This agreement is a part of a contract between the commercial supplier and the judiciary for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders).

(B) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a judiciary employee or person acting on behalf of the judiciary in his or her personal capacity.

(C) Law and disputes. This agreement is governed by Federal law.

(i) Any language purporting to subject the judiciary to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(iii) Any language prescribing a different period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(D) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the judiciary except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights in accordance with Clause 7-235 or other applicable Federal statute while continuing performance as set forth in the disputes clause.

(E) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used.

(F) Updating terms.

(i) After award, the Contractor may unilaterally revise commercial agreement terms if they are not material. A material change is defined as:

(a) Terms that change judiciary rights or obligations;

(b) Terms that increase judiciary prices;

(c) Terms that decrease overall level of service; or

(d) Terms that limit any other judiciary right addressed elsewhere in this contract, Blanket Purchase Agreement (BPA), Basic Ordering Agreement (BOA), task order, or call order.

(ii) For revisions that will materially change the terms of the contract, BPA, BOA, task order, or order, the revised commercial agreement must be incorporated into the contract, BPA, BOA, task order, or order using a bilateral modification.

(iii) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this BPA, contract, or order shall not be enforceable against the judiciary, and the judiciary shall not be deemed to have consented to them.

(G) Automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized judiciary representative.

(H) Indemnification of end user. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516.

(I) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying judiciary contract or order.

(ii) This charge, if disputed by the ordering activity, will be resolved in accordance with the disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the judiciary.

(J) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the judiciary as end user will be governed by the terms of the underlying judiciary contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the judiciary contract.

(K) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the judiciary's prior approval.

(L) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" or "line-item pricing" will be resolved consistent with Judiciary Clause 1-15, Disclosure of Contractor Information to the Public. Notwithstanding anything in this agreement to the contrary, the judiciary may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(M) Credit application/Master account. Any language requiring the use of a credit application or master account is hereby deleted. Credit provisions are not applicable to the judiciary.

(N) Advance payments. Except for publications printed or recorded in any way for the auditory or visual use of the agency, any language requiring the judiciary to pay for more than the value of services already provided or articles already delivered is hereby deleted unless expressly authorized in writing by the Contracting Officer and provided for in the schedule of supplies/services.

(O) Insurance. Because the judiciary is self-insured, any language requiring the judiciary to pay for insurance is hereby deleted.

(P) Damage deposits. Any language requiring the judiciary to pay a deposit for damages is hereby deleted.

(Q) Any section in a commercial supplier agreement related to Artificial Intelligence that conflicts with a judiciary contract clause or requirement is hereby deleted.

(R) Any term that claims to provide authority or approval for judiciary data to be moved outside the United States is hereby deleted. Any movement of judiciary data outside the United States must first be approved in writing by the CO and COR and must be explicitly stated in the contract.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with this clause, then the language in this clause shall prevail to the extent of such inconsistency.

(e) If the Contractor is providing or using as part of performance of this contract a commercial item that is owned, operated, developed, or licensed by a third party, the Contractor is responsible for the third party's adherence to this clause.

(f) Definitions

Commercial Items – See Vol. 14, Appendix 1Z – Glossary of Procurement Terms

Commercial supplier agreement means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of "commercial item" set forth in the Glossary of Procurement Terms in Volume 14 (Procurement) of the *Guide to Judiciary Policy* intended to create a binding legal obligation on the end user. The term applies–

(1) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), Acceptable Use Policy, Data Processing Agreement, or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;

(2) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

Judiciary data means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the federal judiciary, in any medium or form.

(END)

3-140 Notice to the Judiciary of Labor Disputes

JAN 2003

If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice, including all relevant information, to the contracting officer.

(END)

3-305 Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration

APR 2013

(a) Method of payment.

(1) All payments by the judiciary under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause.

(2) In the event the judiciary is unable to release one or more payments by EFT, the contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the judiciary to extend the payment due date until such time as the judiciary can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The judiciary shall make payment to the contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The judiciary will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the contractor's EFT information in the SAM database is incorrect, then the judiciary need not make payment to the contractor under this contract until correct EFT information is entered into the SAM database; and any invoice shall be deemed not to be a proper invoice.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the judiciary used the contractor's EFT information incorrectly, the judiciary remains responsible for-

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, or was revised within 30 days of judiciary release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the judiciary is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the judiciary shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the contractor, or a financial institution properly recognized under a proper assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the judiciary, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The judiciary is not liable for errors resulting from changes to EFT information made by the contractor's financial agent.

(h) Payment Information. The judiciary will not provide EFT payment information. Payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury at <https://www.ipp.gov/>. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. If the judiciary makes

payment by check in accordance with paragraph (a) of this clause, the judiciary shall mail the check and any other payment information to the remittance address contained in the SAM database.

(end)

4-5 Ordering

APR 2013

(a) Any products and services to be furnished under this contract will be ordered by issuance of written delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the effective date of the contract through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract and will specify the date, time and place for the products to be delivered or the services to be performed. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between a delivery order or a task order and this contract, this contract will control.

(c) If mailed, a delivery order or a task order is considered "issued" when the judiciary deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

(END)

4-10 Order Limitations

JUN 2014

(a) *Minimum order.* When the judiciary requires products or services covered by this contract in an amount less than \$500.00, the judiciary is not obligated to purchase, nor is the contractor obligated to furnish, those products or services under this contract.

(b) *Maximum order.* The contractor is not obligated to honor:

(1) any order for a single item in excess of \$7,000,000.00;

(2) any order for a combination of items in excess of \$10,000,000.00; or

(3) a series of orders from the same ordering office in the course of Thirty (30) days that together call for quantities exceeding the limitations stated in subparagraph (b)(1) or (b)(2) above.

(c) If this is a requirements contract, (i.e. includes Clause 4-20, Requirements) the judiciary is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations stated in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this clause, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within Five (5) days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the judiciary may acquire the products or services from another source.

(end)

4-25 Indefinite Quantity

APR 2013

(a) This is an indefinite-delivery indefinite-quantity contract for the products or services specified, and effective for the period stated, in the contract. The quantities of products and services specified in the contract are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the judiciary, when and if ordered, the products or services specified in the contract up to and including the quantity designated as the "maximum." The judiciary will order at least the quantity of products or services designated as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or elsewhere in the contract, there is no limit on the number of orders that may be issued.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract will govern the contractor's and judiciary's rights and obligations with respect to that order to the same extent as if the order were completed during contract's effective period.

(END)

4-30 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 subcontracts 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.

(d) *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.

(e) *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)

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

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

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

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

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

On execution of contract

[Month, Day, Year]

[Month, Day, Year]

[Month, Day, Year]

[\$]

[\$]

[\$]

[\$]

(end)

6-110 Deferred Ordering of Technical Data or Computer Software

JUN 2014

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Data" clause of this contract.

(end)

7-5 Contracting Officer's Representative

APR 2013

(a) Upon award, a contracting officer's representative (COR) may be appointed by the contracting officer. The COR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COR will not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COR, if appointed, may be assigned one or more of the following responsibilities:

- (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
- (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
- (4) providing the contracting officer a written request and justification for changes;
- (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
- (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

7-10 Contractor Representative

JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fax: _____

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

7-45 Travel

APR 2013

The contractor may propose travel costs if travel is required for performance of the contract and is an authorized reimbursable expense under the contract. The extent of reimbursement for incurred travel costs will be subject to the limitations set forth in the Guide, Vol 19, Ch 4 (Judiciary Staff Travel Regulations).

(end)

7-75 Subcontracts

JAN 2003

(a) *Definitions* as used in this clause:

"Approved purchasing system" means a contractor's purchasing system that has been reviewed and approved in writing.

"Consent to subcontract" means the contracting officer's written consent for the contractor to enter into a particular subcontract.

"Subcontract" means any contract entered into by a subcontractor to furnish products or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced purchase/delivery/task orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the contractor does not have a written approved purchasing system, consent to subcontract is required for any subcontract that:

(1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) is fixed price and exceeds either the judiciary's small purchase threshold or 5 percent of the total estimated cost of the contract.

(e) If the contractor has a written approved purchasing system, the contractor nevertheless shall obtain the contracting officer's written consent before placing the following subcontracts:

Contractor Shall Notify the Contracting Officer of all Sub Contracts of this Award.

f) (1) The contractor shall notify the contracting officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) a description of the products or services to be subcontracted;

(ii) identification of the type of subcontract to be used;

(iii) identification of the proposed subcontractor;

(iv) the proposed subcontract price;

(v) the subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(vi) the subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract;

(vii) a negotiation memorandum reflecting:

(A) the principal elements of the subcontract price negotiations;

(B) the most significant considerations controlling establishment of initial or revised prices;

(C) the reason cost or pricing data were or were not required;

(D) the extent, if any, to which the contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) the extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) the reasons for any significant difference between the contractor's price objective and the price negotiated; and

(G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the contractor has a written approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the contractor nevertheless shall notify the contracting officer reasonably in advance of entering into any

(i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the small purchases threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)

(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the contracting officer to any subcontract nor approval of the contractor's purchasing system will constitute a determination:

(1) of the acceptability of any subcontract terms or conditions;

(2) of the allowability of any cost under this contract; or

(3) to relieve the contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, or any fee payable under costreimbursement type subcontracts will not exceed the fee limitations.

(i) The contractor shall give the contracting officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the judiciary.

(j) The judiciary reserves the right to review the contractor's purchasing system.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations.

(To be completed by the Contracting Officer in the contract award)

(END)

7-125

Invoices

APR 2011

(a) Invoices shall be submitted to the address (physical or e-mail) specified in this contract and in accordance with any schedule for payments set forth elsewhere under this contract.

(b) The office that will make payments due under this contract will be designated in the contract at the time of contract award.

(c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:

(1) name of business concern and such business's Taxpayer Identification Number;

(2) period(s) covered by invoice and invoice date;

(3) purchase order or contract number or other authorization for delivery of property or services, e.g., delivery/task order number for orders under indefinite delivery contracts;

(4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;

(5) any applicable payment discount terms;

(6) total amount billed;

(7) a subtotal of any and all fees or credits applied to the invoice;

(8) an amount due (if any) or credit balance;

(9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;

(10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;

(11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

(end)

7-125 Alt I

Invoices

JAN 2003

Substitute the following for paragraph (c)(4) of the basic clause:

(4) All invoices for services under this agreement shall indicate in detail the following:

(i) person performing service each day by hour and part of an hour;

(ii) services performed each day by hour and part of an hour;

(iii) rates and charges for each service so detailed; and

(iv) individual expenses charged, if allowed under this agreement.

Note: Minimum charges for portions of an hour may be allowed, if such a charging practice has been disclosed before award of this agreement.

(END)

Section F - Deliveries or Performance

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0001/1		1.000000		Court Services Program Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 4-528 Washington, DC 20544-0001
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0002/1		1.000000		Court Services Program Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 4-528 Washington, DC 20544-0001
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
1001/1		1.000000		Court Services Program Division Administrative Office of the United States Courts One Columbus Circle, N.E.

				Suite 4-528 Washington, DC 20544-0001
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
2001/1		1.000000		Court Services Program Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 4-528 Washington, DC 20544-0001

PERIOD OF PERFORMANCE

ITEM	START	END
0001	12/01/2026	11/30/2031
0002	12/01/2026	11/30/2031
1001	12/01/2031	11/30/2036
2001	12/01/2031	05/31/2037

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

Clause	Title	Fill-ins
3-15	Place of Performance	

3-130 Authorized Negotiators JAN 2003

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____
(END)

3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters MAR 2019

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

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

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

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

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

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

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

(END)

(a) Definitions

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

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

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

(d) Taxpayer Identification Number (TIN): _____

___ TIN has been applied for.

___ TIN is not required, because: _____

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

___ sole proprietorship;

___ partnership;

___ corporate entity (not tax-exempt);

___ corporate entity (tax-exempt);

___ government entity (federal, state or local);

___ foreign government;

___ international organization per 26 CFR 1.6049-4;

___ other _____.

(f) Contractor Representations.

The offeror represents as part of its offer that it is ___, is not ___, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

___ Women Owned Business

___ Minority Owned Business (if selected, then one sub-type is required)

___ Black American Owned

___ Hispanic American Owned

___ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

___ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

___ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Individual/concern, other than one of the preceding.

(END)

included in this contract. Under Clause 6-60, a contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and delivery form, fit, and function data instead. Clause 6-60 also may be used with its Alternates I and/or II to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate.

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

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

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

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

(END)

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

Clause	Title	Fill-ins
2-15	Warranty Information	
3-210	Protests	
3-85	Explanation to Prospective Offerors	
3-95	Preparation of Offers	
7-60	Judiciary Furnished Property or Services	

3-100 Instructions to Offerors

APR 2013

(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). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.

(c) *Submission, modification, revision, and withdrawal of offers.*

(1) Unless some other method (e.g., facsimile) is 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 email 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 email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) 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) 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 is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(A) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or

(B) it is the only offer received.

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 office includes the time/date stamp of that office on the offer wrapper, other documentary evidence of receipt maintained by the office, 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 Provision 3-115, "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, offers on less than all items solicited will not be considered.

(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.

(end)

3-100 Alt I Instructions to Offerors, Alternate I

JAN 2003

Substitute the following paragraph for paragraph (f)(4):

(4) The judiciary intends to evaluate offers and award a contract after conducting discussions with offerors whose offers have been determined to be within the competitive range. 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. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint.

(END)

4-1 Type of Contract

JAN 2003

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

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

(END)

L-0 Instructions, Conditions, and Notices to Offerors

L.1 GENERAL INSTRUCTIONS

This section provides instructions for preparing and submitting a Jury Management Solution (JMS) proposal in response to this Request for Proposal (RFP). Offerors shall submit proposals in accordance with the instructions contained herein. Offerors are responsible for ensuring that their proposals are complete and provide sufficient information for the Government to evaluate the proposal in accordance with Section M-0 Evaluation Factors for Award. For purposes of this RFP, the terms 'solicitation' and 'RFP' are synonymous.

Offerors are responsible for reviewing the entire solicitation and all information issued by the Government, including amendments and responses to questions, and for ensuring that their proposals are complete and responsive to the solicitation, as amended. Offerors shall not rely on oral statements or informal communications concerning the solicitation. Only information provided through the Contracting Officer or formally issued by the Government through solicitation, amendment, or an authorized written response shall be considered binding.

Procurement within the federal judiciary is not subject to the Federal Acquisition Regulation (FAR), which applies to most Executive Branch agencies. Judiciary procurement policies are the responsibility of the Acquisition Management Office (AMO) within the Administrative Office of the U.S. Courts (AO), and are issued in the Guide to Judiciary Policy, Volume 14 (Procurement).

L.1.1 Solicitation Questions

All questions shall be submitted in writing using Attachment 4 – RFP Questions excel file. Telephonic questions may not be accepted. Offerors shall identify the specific solicitation section, clause, provision, attachment, or other applicable reference associated with each question. Failure to adequately communicate the question or provide sufficient detail may result in the Government being unable to provide a response. The Offeror shall submit questions regarding the solicitation requirements to obtain clarification as appropriate, with the intent of supporting informed proposal preparation and pricing and minimizing assumptions or limitations by offerors.

Questions containing information identified by the Offeror as sensitive or proprietary may not receive a response if the information cannot be released. If a response requires a change to the solicitation terms and conditions, the Government will issue an amendment.

Attachment 4 – RFP Question excel file shall be emailed to: aj_lee@ao.uscourts.gov and vanessa_jackson@ao.uscourts.gov by 12:00 PM Eastern Time on TBD, 2026.

All question submission emails shall include the following subject line:
'USCA27R0009 – Jury Management Solution Questions'

L.1.2 Proposal Submission

Proposal shall be submitted via email to aj_lee@ao.uscourts.gov and vanessa_jackson@ao.uscourts.gov no later than the time and date detailed on the SF 1449.

The subject line of the proposal's Submission email shall read:

'USCA27R0009 – Jury Management Solution Proposal'

In addition to Provision 3-100, Instructions to Offerors (c)(3)(ii) the Judiciary may also consider: If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

L.1.3 General Solicitation Information

The incumbent Contractor is Neumo / Avenu Insights & Analytics, LLC, under Contract No. USCA20D2051. Offerors should note that the incumbent solution is an on-premise solution and therefore not identical to the solicited solution.

L.1.4 Proposal Acceptance Period

The Offeror's proposal shall remain valid for no less than 180 days from the closing time and date on the SF 1449.

L.2 BUSINESS VOLUME

Business Volume

The business volume shall include:

A. Offeror Information

1. The Offeror's legal business name (DBA name, if any);
2. Company address and System for Award Management (SAM) Unique Entity ID (UEI); and

3. The name, email address, and telephone number of the Offeror's primary point of contact.
- B. Standard Form
1. A completed and signed Standard Form (SF) 1449 (blocks 12, 17a, 17b, 23, 24, 30a, 30b and 30c) including responses to Judiciary Clauses 7-10, 3-130, 3-20, 3-5, and 6-50.
- C. Proposed JMS Solution
1. A concise overview, not to exceed one (1) page, identifying the solution being offered to satisfy the requirements of the PWS.
 2. The overview shall identify the proposed product or solution name, software version or release, deployment model, hosting model, and principal third-party products or services upon which the proposed solution depends.
 3. The Offeror shall briefly describe how the proposed solution is intended to satisfy the overall JMS requirement.

L.3 PILOT

Following receipt of an Offeror's proposal, the Government will schedule the pilot. The Offeror should anticipate the pilot to commence as quickly as 5 days following receipt of proposals.

The Offeror shall provide the Government access to the offered solution with operational functionality representative of the solution proposed for contract performance.

The Offeror is required to establish the necessary configurations, workflows, data, and processes within the proposed solution to support execution of these scenarios and demonstrate the solution's capabilities during Pilot.

L.3.1 Pilot Technical Performance

The Offeror shall ensure that the Pilot Environment is fully configured, populated, operational, and ready at the time of the Offeror's scheduled Pilot.

The pilot shall be accessible using current Government-supported current versions of Microsoft Edge, Google Chrome, Safari, and Mozilla Firefox without requiring additional software downloads, installations, plug-ins, or extensions on Government workstations.

The Offeror shall create a mock district court called 'TEST COURT' and all pilot data shall be created, entered, and maintained within the 'TEST COURT'. The TEST COURT is a fictitious, non-production testing environment established solely for the Government's evaluation of the Offeror's proposed solution. The TEST COURT does not represent an actual court, judicial district, division, or Government operating environment and shall not be used for production operations.

All data used within the TEST COURT shall be mock or fictitious data created solely for Pilot. No actual case information, personally identifiable information (PII), sensitive Government information, or production data shall be used in the TEST COURT.

The TEST COURT shall contain two fictitious divisions:

- Division 1
- Division 2

The Offeror shall configure the TEST COURT and both divisions with all mock data and system configurations necessary for the Government to execute the tests of the use-case scenarios.

The Offeror shall ensure the operational usability and efficiency of the proposed solution such as but not limited to ease of use of solution; intuitiveness of the solution; ease and efficiency of performing required tasks; logical and efficient workflow; use of terminology appropriate to the intended users; ability to perform required activities without extensive instruction; and overall operational usefulness. During the pilot evaluation, each Government evaluator will independently record the number of clicks required to complete each designated use case. The Government will consider the recorded click counts, along with other usability observations, in assessing the ease of use and efficiency of the proposed solution.

L.3.2 Training Orientation

The Offeror shall provide a training session of no more than sixty (60) minutes immediately before Pilot evaluation begins.

The training shall familiarize Government evaluators with the proposed solution and provide sufficient instruction to execute the Government Use Case Scenarios. This portion of the Pilot will be recorded.

The Offeror shall ensure clarity of instruction; relevance of the instruction to the Government-provided Use Case Scenarios; organization and effectiveness of the training; and ability of Government evaluators to apply the instruction during the Pilot.

L.3.2.1 Solution Access

The Offeror shall provide thirty (30) individual user accounts, login credentials, and all information necessary for Government evaluators to access the pilot environment. The user accounts shall be configured with the following roles:

- Ten (10) Jury Administrator accounts;
- Ten (10) Standard Clerk accounts; and
- Ten (10) Payment Editor accounts.

Each role and account shall have an independent username and password for access. Example for 3 User Accounts for USER #1: Standard Clerk - AO-Test-UserSC-01. Jury Administrator - AO-Test-UserJA-01. Payment Editor - AO-Test-UserPE-01.

Government evaluators will navigate the system while executing the Use Case Scenarios.

L.3.3 Help Desk Support

The Offeror shall provide help desk support throughout the Offeror's scheduled pilot session. Help desk support shall be available by telephone or through an electronic method.

The Offeror shall respond to each help desk test case scenario in real time and without relying on a pre-scripted response or prepared demonstration. The Offeror must use its ordinary help desk procedures, tools, and knowledge resources that would be available during contract performance.

The Government may consider:

- Responsiveness;
- Initial acknowledgement;
- Response time;
- Effectiveness of the assistance provided;
- Ability to diagnose and resolve the issue;
- Accuracy of the assistance provided;
- Ease with which the Government user can follow the resolution; and
- Professionalism and customer service.

L.3.4 Pilot Use Case Scenario Requirements

A - TEST ENVIRONMENT

1. Provide a fully functioning test environment website URL via standard web browser. The website URL must be accessible using current versions of Microsoft Edge, Google Chrome, Safari, and Mozilla Firefox without additional software downloads or installations on Government workstations.
2. Provide a separate juror self-service portal URL accessible from a standard browser and mobile device using offeror provided login credentials.
3. Confirm the test environment contains only mock data.
4. Confirm the test environment will remain available and unchanged for at least 180 days after the session ends.

B - USER ACCOUNTS

1. Provide a total of thirty (30) login credentials to the JMS for Government evaluators before the session, as indicated below. There will be up to 10 evaluators, and each evaluator must have their own named account to evaluate as a jury administrator, as a standard clerk, and as a payment editor (see RFP Section L.3.2.1 Solution Access).

- a. Jury Administrator Account - Ten (10) accounts - full configuration access for the Test Court, including source list imports, wheel configuration, fee schedule configuration, summons templates, and user role management.
- b. Standard Clerk Account - Ten (10) accounts - can record juror qualifications, summons responses, attendance, and manage pools; cannot create or edit payment records or run payment disbursements.
- c. Payment Editor Account- Ten (10) accounts - can create and edit juror payment records and run payment calculations; cannot record or edit juror attendance or qualifications.

2. Provide each evaluator with the information needed to access three (3) different juror records on the online public portal. The evaluator will modify or add the email address and/or the phone number and save the changes.

C - TEST COURT & DIVISIONS

1. Configure a Test Court with two named divisions: Division 1 and Division 2.
2. Configure each division so it has its own independent wheel, configuration, and juror pool (a juror may appear in more than one wheel if consistent with the Offeror's standard deduplication logic).
3. Configure a district-wide wheel spanning both divisions for grand jury draws with a minimum of fifty (50) names.
4. Pre-configure fee rates (\$50/day for up to ten (10) days excluding mileage and subsistence), summons language, and at least one class excuse category. These must be modifiable by the evaluators during testing without Offeror intervention (e.g., through configuration screens).

D - SOURCE LIST FILE

1. Prepare a sample source list file of at least 500 records for the Government to import during testing to include mock data, such as names, mailing addresses, dates of birth, email addresses, and phone numbers.
2. The source list file must include at least four (4) deliberate duplicate entries.
3. The sample source list file shall include at least (a) one (1) record with a missing field (e.g., phone number) and (b) one (1) record with an invalid email format.

E - MASTER WHEELS

1. Pre-load Division 1 master wheel with at least three hundred (300) qualified names.
2. pre-load Division 2 master wheel with at least two hundred (200) qualified names.
3. Configure staleness indicators on at least one wheel - set the undeliverable rate above a visible threshold (for example, at least 10% of records flagged as undeliverable with a source file date of at least five (5) years old.
4. Pre-load at least one retired wheel which shall include records with at least two (2) different retention statuses (e.g., within retention period and expired) to facilitate testing retention and purge functionality.

F - TEST POOL A

Pre-load Test Pool A with exactly thirteen (13) qualification questionnaires in the pending queue as follows:

1. Six (6) jurors eligible for qualification with no impediments for jury service.
2. One (1) juror flagged as non-citizen.
3. One (1) juror flagged as felony conviction with the civil rights restoration field blank.
4. One (1) juror with a completed deferral request on file.
5. One (1) juror eligible for temporary excuse.
6. One (1) juror flagged as a statutorily exempt category (e.g., active state/local law enforcement).
7. One (1) juror in a non-exempt category (e.g., federal law enforcement) - clearly distinct from the exempt juror.
8. One (1) juror whose prior service history shows the configured service limit has been reached.
9. In addition to the thirteen (13) pending questionnaires, ensure at least eighty (80) qualified jurors are available across Division 1 and Division 2 for petit jury panel assignment.
10. Populate prior service history records for at least five (5) jurors so the service history lookback is meaningful.

NOTE: Flags may be represented according to the Offeror's standard system conventions; evaluators must be able to clearly view and act on each condition (e.g., as discrete fields or rule#based alerts).

G - TEST CASE SHELLS

Pre-load the following case shells with case number, case type, and assigned courtroom only. Do not pre-assign panels, jurors, or challenges - evaluators will drive all activity.

1. CR-001 - Criminal, non-capital felony.
2. CV-001 - Civil.
3. CR-002 - Criminal, non-capital felony.
4. CR-003 - Criminal.
5. CR-004 - Criminal, non-capital felony, 2 defendants, 2 alternates.
6. CV-005 - Civil.

H - FINANCIAL DATA

Pre-configure a 10-day trial attendance scaffold for 5 jurors:

1. Five (5) jurors assigned to a test case spanning Days 1-10. Attendance records for Days 1-10 may be partially preconfigured; Government evaluators will complete at least one day of attendance during the session.
2. Mileage configured and ready to enter for 2 of the 5 jurors.
3. One (1) juror designated as a federal government employee. The system configuration shall support financial rule differences for federal government employees (e.g., reduced or waived attendance fees) and allow evaluators to observe such calculations.
4. One (1) juror designated as a USPS employee. The system configuration shall support financial rule differences for USPS employees (e.g., reduced or waived attendance fees) and allow evaluators to observe such calculations.
5. Three (3) jurors designated as private-sector employees.
6. Judicial order field for extended service fee present but not yet activated.
7. Separation of duties confirmed - Standard Clerk cannot edit payments; Payment Editor cannot record attendance.
8. IRS Form 1099 reporting threshold configured such that at least one test juror exceeds it and is visible on any available IRS Form 1099-related report or flag indicator.
9. Fee waiver acknowledgment field required and cannot be bypassed. This is a required field that must be completed by the court user before saving a fee waiver decision on a juror record.

I - HISTORICAL DATA FOR REPORTS

1. Create at least twelve (12) months of juror history, including: summons records with responses and non-responses; qualification records with mixed outcomes; attendance records across multiple cases; completed financial records with fee calculations.
2. Create at least twelve (12) months of history includes jurors excused for hardship with zip code data populated - required for the ad hoc query.

J - CONFIGURATION & USABILITY

The Offeror shall ensure the solution:

1. Possesses at least one (1) configurable drop-down field (e.g., excusal reason categories) is accessible to the jury administrator account.
2. Context-sensitive in-app help is active and accessible from within the juror qualification workflow.
3. High-contrast or accessible display mode is accessible in system settings - provide its location to evaluators before the session.

K - HELP DESK SUPPORT SCENARIO

The Offeror shall define two (2) realistic support scenarios to be executed during pilot (e.g., password/access issue and a functionality question). The Government may initiate these scenarios during the pilot by contacting the Offeror's help desk. The Offeror shall document expected resolution steps and target response times in advance. The help desk must be available during the full pilot window, 9:00 am to 5:00 pm Eastern on all pilot days.

1. One (1) issue with log-on (password or access)
2. One (1) issue with a specific functionality which does not work.

L - INSTRUCTIONAL TRAINING

The Offeror should provide a live, remote training session of up to sixty (60) minutes prior to the pilot session. The Offeror shall provide written quick-reference materials (e.g., PDF or slide deck) within one (1) day of receiving email notification

of the scheduled pilot testing date and prior to the pilot session. The training shall include coverage of security and data-handling expectations.

L.4 TECHNICAL VOLUME

Offerors shall submit a complete proposal consisting of the documents identified below. All technical volume documents shall be submitted electronically in searchable PDF format. The offeror completed Attachment 3 JMS Matrix Technical Volume excel file shall be submitted electronically in the excel format.

The offeror completed Attachment 4 - RFP Questions excel file shall be submitted electronically in excel format.

The offeror shall electronically submit the Price in excel format for the sample task order and IDIQ. The narrative may be submitted in PDF format, Microsoft Word, or in an excel file with a column description clearly identifying the narrative.

L.4.1 JMS Technical Volume Submission

The Offeror shall complete the Government-provided Attachment 3 JMS Matrix Technical Volume excel file. The Offeror shall not modify the structure, organization, or response fields of the Government-provided matrix. For each requirement identified in Attachment 3 JMS Matrix Technical Volume excel file, the Offeror shall provide a response in Column E that:

- Describes how the proposed solution meets the stated requirement; and
- If applicable, identifies any assumptions, limitations, dependencies, or exceptions applicable to the proposed solution.
- Responses shall be clear, concise, and shall not exceed 1,000 characters, including spaces.

Note: Attachment 3 JMS Matrix Technical Volume excel file is provided for proposal evaluation purposes and does not represent the complete set of Jury Management Solution performance requirements.

L.5 PRICE VOLUME

The Price Proposal shall consist of the following:

- A completed Sample Task Order pricing, in accordance with Section L.5.1.2 Sample Task Order Pricing;
- Proposed pricing for the products and services the Offeror proposes to provide under the resulting IDIQ contract, in accordance with Section L.5.3 IDIQ Price Schedule; and
- Offeror shall describe any assumptions or limitations used to develop the proposal.
- Acknowledgment of RFP Amendments (if applicable).

L.5.1 Sample Task Order

a. Sample Federal District Court Environment

For pricing purposes, assume that two-thirds of federal districts courts are two-step and one-third of federal district courts are one-step. Assume the following averages per federal district court:

Item	Quantity
Federal District Court	1
Divisional Offices	4
Courthouse Locations	4
Internal Jury Clerk Users	2
System Administrators	1
Jury Administrators	1
Annual Juror Qualification Questionnaires (JQQ) Sent	216,000
Annual Qualified Jurors	180,000
Annual JQQ Received (paper)	60,000
Annual JQQ Received (electronic)	140,000
Annual Jury Trials	35

Average Number of Jurors Present for Jury Selection or Orientation	50 per trial
Historical Data Migration File Space	6 GB

b. Required Services

The Contractor shall price all activities necessary to provide a fully operational JMS, including, but not limited to:

Implementation, configuration, transition and data migration, user acceptance testing support, training, help desk support, devices, and scanning equipment.

L.5.1.2 Sample Task Order Pricing

The proposed price shall include all necessary costs to provide a fully functional and operational Jury Management Solution (JMS) as described in this attachment for a solution in accordance with the requirements of the request for proposal. The Government expects the proposed price to be complete and inclusive of all labor, materials, software, software licenses, implementation services, configuration, integration, data migration, testing, training, hosting, devices, communication services, project management, technical support, operations and maintenance, system upgrades, travel, and any other products or services necessary to successfully implement, deploy, operate, and maintain the JMS throughout the order's full term: a one-year base year, and nine one-year option periods.

Offerors should identify and price all activities required to deliver a fully operational system. The Government will not assume that any implementation activities, software, licenses, equipment, services, devices, or other costs necessary to meet the requirements are included in the proposal if they are not identified in the Offeror's proposal.

No additional costs, fees, subscriptions, licenses, implementation charges, professional services, maintenance fees, or other recurring or one-time charges necessary to meet the requirements of this Sample Task Order shall be assumed unless they are clearly identified and included in the Offeror's proposed price.

The Sample Task Order price will be used for evaluation purposes only and will not establish the price of any actual task order issued under the resulting IDIQ contract.

The Government may consider whether the Offeror's proposed Sample Task Order pricing is consistent with the scope and requirements of the Sample Task Order.

The Government may use the evaluated TEP as the primary basis for comparative price evaluation among Offerors.

L.5.2 Price Narrative

The offeror shall provide a price narrative. The price narrative should provide the Government with an understanding how the requirements are met and priced.

L.5.3 IDIQ Price Schedule

The Offeror shall submit a IDIQ price/rate schedule including the items/services which could be needed to implement a JMS in the federal court system (AW the requirements in the RFP). The price/rate schedule shall align with the POP of the IDIQ. The prices incorporated into the resulting IDIQ contract shall establish the pricing basis for orders issued under the contract. In addition, the pricing provided in the IDIQ price/rate schedule shall be consistent with the pricing proposed in the Sample Task Order and Price Narrative. Offerors shall ensure that the rates and prices proposed for the Sample Task Order are supported by, and reasonably align with, the rates and prices included in the IDIQ price/rate schedule.

L.6 DEBRIEFING

L.6.1 Pre-Award Debriefing of Offerors

(1) The offeror may request a pre-award debriefing by submitting a written request for debriefing to the contracting officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a post award debriefing. Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed after the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a pre-award or a post award debriefing. Offerors are entitled to no more than one debriefing for each proposal.

L.6.2 Post-Award Debriefing of Offerors

(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with AO Volume 14 Section 330.73 Award Debriefing, shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a post-award debriefing in lieu of a pre-award debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.

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

Clause	Title	Fill-ins
2-85A	Evaluation Inclusive of Options	
3-70	Determination of Responsibility	

M-0 Evaluation Factors for Award

M.1 BASIS FOR AWARD

This procurement is being conducted using the competitive contracting procedures set forth in the Guide to Judiciary Policy, Volume 14, Section 330, 'Standard Competitive Contracting Procedures.' The Government intends to award an Indefinite Delivery, Indefinite Quantity (IDIQ). Award will be made to the responsible offeror that provides the best overall value to the government, considering price and the other evaluation factors stated in the solicitation.

The Government will use a best-value trade-off methodology. The Government will evaluate proposals in accordance with the evaluation factors and their relative importance stated in this Section M, Evaluation Factors for Award.

The Government intends to make award without discussions. However, the Government reserves the right to conduct discussions at its discretion. Accordingly, Offerors shall submit their initial proposals containing their best terms from both a technical and price standpoint.

The Government may consider the totality of the evaluation results, including strengths, weaknesses, deficiencies, and performance risks identified under the evaluation factors, in making the source selection decision.

The source selection decision is then made by determining the proposal that offers the best value offered for the evaluated price.

M.2 EVALUATION FACTORS

The Government will evaluate proposals using the following evaluation factors:

M.2.1 Evaluation

Factor One (1) – Pilot

Factor Two (2) – Technical

Factor Three (3) – Price

M.2.2 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The relative importance of the evaluation factors is as follows:

Evaluation Factor	Relative Importance
Factor 1 – Pilot Validation	Primary
Factor 2 – Technical	Secondary
Factor 3 – Price	Tertiary

M.2.3 Non-Price Factors Relationship to Price

All evaluation factors other than cost or price, when combined, are significantly more important than price.

M.3 FACTOR ONE (1) – PILOT

The Government will evaluate the Offeror's proposed solution through hands-on piloting in the Offeror-provided, contractor-hosted Test Environment in accordance with Section L.3 Pilot of the RFP.

The Test Environment shall utilize the proposed solution and shall contain operational functionality representative of the solution proposed for contract performance.

Government evaluators will navigate and use the proposed solution to execute the Use Case Scenarios criteria identified in Section L.3 - Pilot.

M.3.1 Pilot Technical Performance

The Government will evaluate the technical capability and overall quality with which the solution performs the activities identified in the Use Case Scenarios by assessing how well the solution functions, including (but not limited to) its processing speed, data accuracy, system stability, and automated error handling, concurrently with the User Experience, focusing on user interface intuitiveness, layout efficiency, and the minimization of required manual intervention by users.

M.3.2 Pilot Training Orientation

The Government will evaluate the adequacy, quality, and effectiveness of the Offeror's Training Orientation, focusing on the clarity of the instructional approach, the relevance and completeness of the training materials (if any), and the Offeror's ability to successfully transition users to full proficiency on the proposed solution.

M.3.3 Help Desk Support

The Government will evaluate the technical capability and overall quality of the Offeror's help desk support based on the Use Case Scenarios by assessing how well the support infrastructure functions, including (but not limited to) response times, resolution accuracy, technical expertise, and issue escalation procedures, concurrently with the User Experience, focusing on communication clarity, agent accessibility, and the minimization of required operator downtime.

M.3.4 Factor One (1) Evaluation

The Government will evaluate and assign an overall adjectival rating to Factor One (1) – Pilot in accordance with the adjectival ratings set forth in Section M.6 Adjectival Ratings.

M.4 FACTOR TWO (2) – TECHNICAL

M.4.1 Factor Two (2) – Technical Solution

The Government will evaluate the Offeror's completed Attachment 3 - JMS Matrix Technical Volume excel and other Factor Two (2) Technical information required by Section L.4 – Technical Volume.

The Government will evaluate the extent to which the Offeror's proposed solution demonstrates the capability to satisfy or exceed the requirements identified in Attachment 3 - JMS Matrix Technical Volume excel and effectively achieve and/or enhance the intended outcomes identified by the Government.

For each applicable requirement, the Government may consider the extent to which the proposed solution satisfies the requirement; the extent to which the proposed approach is technically sound, consistent with the requirements, and

addresses all applicable aspects of the requirement and provides sufficient detail to demonstrate the proposed solution's ability to perform the required functions and services.

M.4.2 Factor Two (2) Evaluation

The Government will evaluate Factor Two (2) – Technical using the adjectival ratings identified in M.6 Adjectival Ratings.

M.5 FACTOR THREE (3) – PRICE

The Government will evaluate the Offeror's Sample Task Order for price reasonableness in accordance with Guide Volume 14 Section 440 Price Analysis.

M.5.1 Sample Task Order Price Evaluation

The Government will evaluate the Offeror's total proposed price of the Sample Task Order identified in accordance with Section L.5.1.2 Sample Task Order Pricing.

The Sample Task Order is provided to establish a common basis for price evaluation. It does not represent an actual task order and does not obligate the Government to issue a task order of the same scope, value, duration, or contract type.

M.5.2 Price Narrative

The Government will review the Offeror's Price Narrative in accordance with Section L.5.2 Price Narrative to verify alignment with the Offeror's Sample Task Order pricing.

The Government may consider the results of this review in determining whether the Offeror's Sample Task Order pricing is supported by the information provided in the Price Narrative and is sufficient in detail for the government to determine if the proposed price captures the requirements.

M.5.3 IDIQ Price Schedule

The Government will review the Offeror's completed IDIQ Price Schedule in accordance with Section L.5.3 IDIQ Price Schedule to verify alignment to the Offeror's Sample Task Order pricing.

Failure to provide the required price sheet and narrative may result in the proposal being determined incomplete and unevaluable.

M.6 ADJECTIVAL RATINGS

The Government will use the following adjectival ratings to evaluate#Factor One (1) – Pilot and Factor Two (2) – Technical only. No adjectival rating will be assigned to Factor Three (3) – Price.

Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements.# Strengths far outweigh any weaknesses.# Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements.# Proposal contains strengths that outweigh any weaknesses.# #Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements.# Strengths and weaknesses are offsetting or will have little or no impact on contract performance.# Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.# #The proposal has one or more

	weaknesses which are not offset by strengths.# Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies.# Proposal is unawardable.

Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

The Government's adjectival ratings will reflect the overall quality of the Offeror's proposal or Pilot performance against the applicable evaluation criteria.

The Government may consider the results of the individual Pilot activities, including strengths, weaknesses, deficiencies, and performance risks, in determining the overall Factor One (1) rating.

M.7 BEST-VALUE TRADE-OFF

After completing the evaluation, the Government will compare the evaluated proposals using the evaluation factors and their relative importance stated in this Section M, Evaluation Factors for Award.

The Government will consider the relative merits of the Offerors' proposals under Factor One (1) – Pilot, Factor Two (2) – Technical, and Factor (3) – Price.

Because the non-price factors are more important than price, the Government may select a proposal with a higher evaluated price when the Government determines that the proposal's technical advantages, demonstrate capabilities, reduced performance risk, or other evaluated benefits warrant paying the associated price premium.

Conversely, the Government may select a lower-priced proposal when the Government determines that the additional technical benefits offered by a higher-priced proposal do not justify the additional cost.

The source selection decision will be based on the Government's assessment of which proposal represents the best overall value to the Government, considering the stated evaluation factors, their relative importance, evaluated price, and the strengths, weaknesses, deficiencies, and performance risks identified during the evaluation.

The Government will document the basis for its source selection decision in accordance with applicable Judiciary policy.

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