



**REQUEST FOR PROPOSAL
FOR
INTERACTIVE *GUIDELINES MANUAL* ON WEB**

**United States Sentencing Commission
One Columbus Circle, N.E. Suite 2-500, South Lobby
Washington, DC 20002-8002**

July 19, 2017

Table of Contents

Introduction/Background	3
Objective.....	3
Statement of Work (SOW)	4
Key Personnel	9
Proposal Preparation Instructions.....	9
Deliverables	12
Selection Criteria.....	13
Award.....	14
Period of Performance	14
Acceptance Criteria	14
Place of Performance	14
Payment Schedule.....	15
Contract Administration.....	15
Appendix A: Terms and Conditions.....	17

Introduction/Background

The United States Sentencing Commission is an independent agency in the judicial branch of the United States government located in the Thurgood Marshall Federal Judiciary Building at One Columbus Circle, N.E., Suite 2-500, Washington D.C. The United States Sentencing Commission has an annual appropriation of \$18,000,000 with 25% designated for non-payroll operations. Its principal purpose is to establish sentencing policies and practices for the federal criminal justice system by promulgating detailed guidelines that judges consult when sentencing federal offenders. The guidelines, with policy statements and official commentary by the Commission, are contained in the *Guidelines Manual*. The guidelines are presented in numbered chapters divided into alphabetical parts. The parts are further divided into subparts and individual guidelines. Each guideline is identified by three numbers and a letter: the first number is the chapter, the letter represents the part of the chapter, the second number is the subpart, and the final number is the guideline. For example, when referring to §2B1.1 it means the first guideline in Chapter 2, Part B, Subpart 1. Another example would be §3A1.2, which is the second guideline in Chapter 3, Part A, Subpart 1. Each guideline then contains numerous subsections and subdivisions. For example, when referencing to §2B1.1(b)(2), the subsection is (b)(2). These provisions may then be further subdivided into a combination of additional smaller units, such as §2B1.1(b)(2)(A).

Every yearly amendment cycle, the Commission reviews and revises previously promulgated guidelines and submits guidelines amendments to the Congress. When the guidelines or commentary are amended, a succeeding edition of the *Guidelines Manual* is published incorporating all amendments generated during the previous amendment cycle. As published in every edition of the *Guidelines Manual*, each guideline, and its corresponding commentary, is followed by a source credits section captioned “Historical Note,” which lists all amendments that enacted, amended, or otherwise affected the guidelines or commentary. The “Historical Note” only provides the amendment reference number and the effective date of the amendment. The Commission also periodically publishes in a separate volume a supplement to the *Guidelines Manual* titled Appendix C, providing the legislative history of the sentencing guidelines by compiling the full text of all amendments to the guidelines and official commentary in chronological order.

In addition to a hard copy edition published each year, the *Guidelines Manual* is also available in HTML format via the Commission’s website at www.ussc.gov (online *Guidelines Manual*) The current online *Guidelines Manual* is hosted on a Drupal 7-based website which resides on infrastructure within the Administrative Office of the U.S. Courts (AO).

Objective

The Commission is looking to upgrade the end-user experience of the online *Guidelines Manual* by providing additional functionality and content accessibility. The end-users of the online *Guidelines Manual* are the typical users of the sentencing guidelines (e.g., judges, probation officers, criminal

law practitioners). The overall objective is to improve and publish the online *Guidelines Manual* with enhanced technical functionality by providing historical information on specific guideline provisions and direct access to the full text of amendments. Currently, if a user of the online *Guidelines Manual* wants to know when and how a specific provision of a guideline was amended, the user would have to scroll past all the text of the guideline and the commentary to reach the “Historical Note” section of the guideline, which provides a comprehensive list of all amendments made to any portion of the guideline, without reference to which specific provisions were affected. Once there, the user would have to go through each one of the amendments listed in the “Historical Note,” which involves opening in another tab of the browser the pdf version of Appendix C, locating each guideline amendment, and reviewing the amendment text to determine which, if any, of the listed amendments affected the specific guideline provision of interest. The Commission is looking to improve the end-user experience of the online *Guidelines Manual* by providing more straightforward access to the legislative history on specific guideline provisions (at the subsection level explained above).

The technical objectives identified at the inception of the project are as follows—

- (1) Upgrade functionality of the online *Guidelines Manual* related to historical research of amendments by providing a method to display a list of amendments to each subsection of all guidelines (*e.g.*, adding information callout boxes to specific guideline provisions identifying relevant legislative history for that provision). This would allow users to pinpoint relevant legislative history for the specific provision, instead of having to search the history of the entire guideline.
- (2) Making Appendix C available on the Commission’s website in HTML format to allow interoperability with the online *Guidelines Manual*.
- (3) Enhance functionality of the online *Guidelines Manual* through use of hyperlinks to Appendix C.
- (4) Upgrades and enhancements to the functionality of the online *Guidelines Manual* must apply responsive design principles as set forth by the U.S. Sentencing Commission.
- (5) All changes to the functionality of the online *Guidelines Manual* must take into account the overall security posture of the Commission’s website and function within the existing website structure and AO Hosting Branch constraints.
- (6) Making the new functionality of the online *Guidelines Manual* publicly available to end users.

Statement of Work (SOW)

The Commission expects that the vendor will develop and implement a consistent design/method for enhancing the functionality of the online *Guidelines Manual* that allows access, in a user-friendly way, to historical information on specific guideline provisions. The Commission further expects the vendor to provide and implement the best possible solutions supporting the objectives stated

above. The Commission also expects that the vendor will deliver the necessary training that would allow Commission staff to provide technical maintenance and content updates to the new functionalities of the online *Guidelines Manual* through internal Commission resources. Additionally, Commission staff will work in concert with the vendor throughout the development process, providing subject matter expertise, supporting guidance, and timeline management as needed. In order to complete the tasks described below, Commission staff will work with the vendor to identify those amendments that apply to each guideline provision. This would require coordination between the vendor and Commission staff to identify the most efficient method for this process, including development or implementation of any software useful for the task. The vendor will first establish their own development and testing environment before committing changes to the USSC development, testing and production environment.

The Commission reserves the right to select to proceed on any one or more of the tasks below, based on the cost of the proposals received. Accordingly, bidders should price the project as a whole, and by task. The tasks set forth below are intended to be descriptions of the actual requirement and not intended to describe methods for completing the work. In addition, all images presented here are for illustration purposes only and may not be an exact representation of the final product that meets all the objectives set forth above.

The contractor will be expected to complete the following tasks:

TASK ONE – Fixed Price

Converting the legislative history of the *Guidelines Manual* (Appendix C) to HTML format

- A. Appendix C is divided into several documents (some MS Word documents, other WordPerfect documents) totaling 1,564 pages
- B. The HTML version of Appendix C must include the full content of the supplement divided into amendments with neat presentation in the form of headings and descriptions
- C. The full text of each of the 804 amendments currently contained in Appendix C should be accessible individually

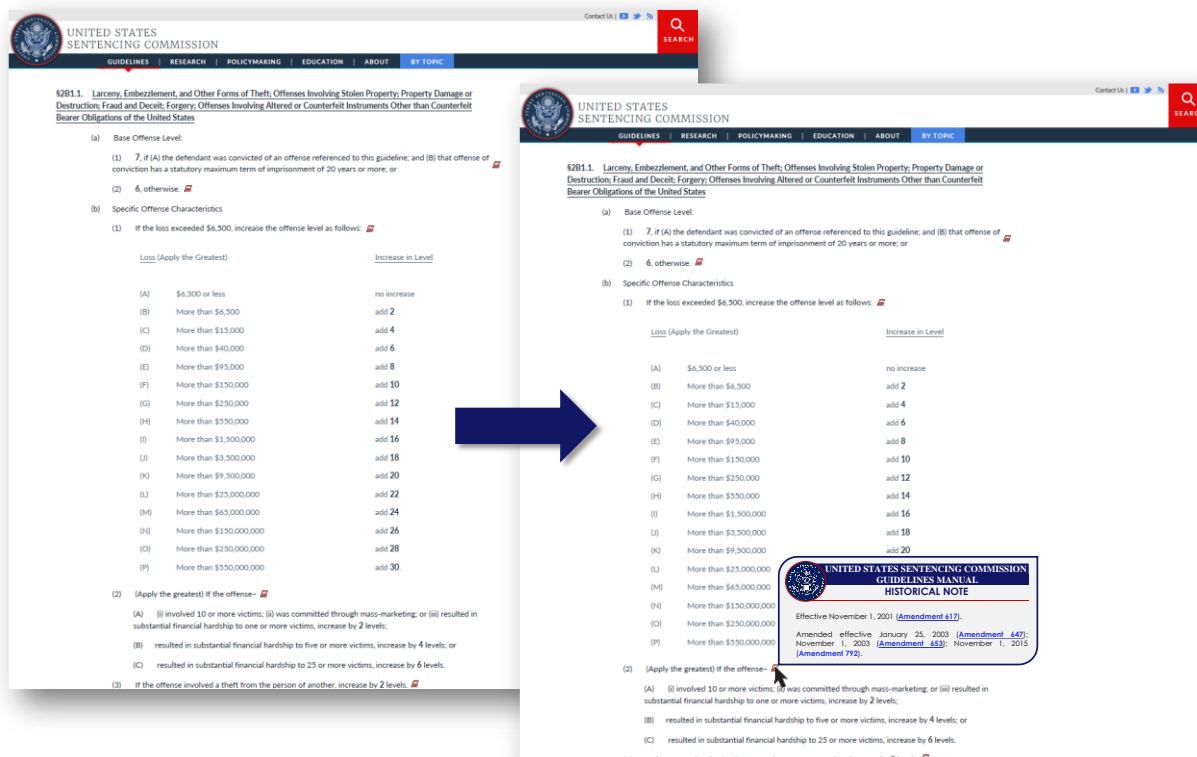
TASK TWO – Fixed Price

Identify the Amendment History for Specific Provisions of Guidelines in the Online *Guidelines Manual*

- A. Create a method to display a list of amendments relating to each subsection (as described in the Introduction/Background section above) of all guidelines. The method used to display this information should be clean and immediate, and should not take the user away from

their current location on the site/page nor open any additional windows. The method should also be functional across multiple devices. Commission staff will work with the vendor to identify those amendments that apply to each guideline provision.

- B. The list of amendments listed should be arranged in chronological order.
- C. The amendment references listed should function as hyperlinks to the full text of the amendments in Appendix C.
- D. As existing provisions are amended and updated, the method used to display the list of amendments should be modifiable to add new amendment references as necessary. Modifying and updating content may be completed by Commission staff; therefore, the backend interface should be user-friendly for content contributors with varying degrees of Drupal knowledge/skill.
- E. As the *Guidelines Manual* is amended and updated, new provisions may be added to guidelines requiring the creation of new displays of amendment information for such new provisions.
- F. This task requires the most efficient method for displaying the information described above, for populating the list of amendments, and for creating hyperlinks.
- G. Successful completion of Task 2 will require making the new functionalities of the online *Guidelines Manual* (as described above) publicly available to end-users at the Commission's website. However, before going live on the public facing Commission's website, the new functionalities will need to go through a security certification/remediation process requiring the following steps:
 - (i) The new functionalities of the online *Guidelines Manual* should be deployed onto a test copy of www.ussc.gov within the AO hosting environment for usability testing and acceptance.
 - (ii) The new functionalities of the online *Guidelines Manual* should be migrated onto a production copy of www.ussc.gov for security testing and remediation. Any issues identified by the AO security office should be remediated by the contractor at this stage.



TASK THREE – Fixed Price

Identify the Amendment History for Application Notes of Guidelines in the Online *Guidelines Manual*

- A. This task would require adding the same functionality identified in Task Two to the application notes of the commentary to all guidelines.
- B. Create a method to display a list of amendments relating to each top level application note of all guidelines. The method used to display this information should be clean and immediate, and should not take the user away from their current location on the site/page nor open any additional windows. The method should also be functional across multiple devices. Commission staff will work with the vendor to identify those amendments that apply to each guideline provision.
- C. The list of amendments produced should be arranged in chronological order.
- D. The amendment references listed should function as hyperlinks to the full text of the amendments in Appendix C.
- E. As existing application notes are amended and updated, the method used to display the list of amendments should be modifiable to add new amendment references as necessary.

Modifying and updating content may be completed by Commission staff; therefore, the backend interface should be user-friendly for content contributors with varying degrees of Drupal knowledge/skill.

- F. As the *Guidelines Manual* is amended and updated, new application notes may be added to some guidelines requiring the creation of new displays of amendment information for such new application notes.
- G. This task requires the most efficient method for populating the list of amendments to be displayed, for populating the list of amendments, and for creating hyperlinks.
- H. Successful completion of Task Three will require making the new functionalities of the online *Guidelines Manual* (as described above) publicly available to end-users at the Commission's website. However, before going live on the Commission's public-facing website, the new functionalities will need to go through a security certification/remediation process requiring the following steps:
 - (i) The new functionalities of the online *Guidelines Manual* should be deployed onto a test copy of www.ussc.gov within the AO hosting environment for usability testing and acceptance.
 - (iii) The new functionalities of the online *Guidelines Manual* should be migrated onto a production copy of www.ussc.gov for security testing and remediation. Any issues identified by the AO security office should be remediated by the contractor at this stage.

TASK FOUR – Labor Hour (with Option Years)

Technical Training to Commission Staff

Provide training and knowledge transfer to allow Commission staff to provide technical maintenance and content updates to the new functionalities of the online *Guidelines Manual* through internal Commission resources.

TASK FIVE – Labor Hour (with Option Years)

Technical Support of New Functionalities in the Online *Guidelines Manual*

Provide any additional technical support, as needed and requested by Commission staff, to ensure the new functionalities of the online *Guidelines Manual* are constantly running efficiently.

Key Personnel

Personnel Responsibilities and Requirements

- A. Project Director/Project Manager. The Project Director/Project Manager (if applicable) shall be the contractor's staff person responsible for all work performed under this contract and shall be a single point of contact for the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR). Education and experience must include at least five years of experience in the successful management and oversight of a project of this size and scope.
- B. Other Personnel Qualifications. Programmers assigned to this contract must be able to develop and maintain websites or interactive elements of websites. Programmers should have a minimum of two years of experience developing and maintaining websites or interactive elements of websites. Knowledge of the www.ussc.gov website and Administrative Office of U.S. Courts (AO) Hosting Branch is preferred.

The Commission reserves the right to review the qualifications of all personnel selected to work on the contract before assignment. During the course of the contract, the Contractor shall submit resumes of any key personnel being added to the contractor staff or replacing a member of the contract staff. The qualifications of key personnel replacements are expected to be at least equal to the original candidate. The Commission reserves the right to review the qualifications of key personnel and to reject individuals who do not meet the qualifications set forth in the offeror's technical proposal. The Contractor's continued failure to submit qualified personnel to meet Commission requirements may be grounds for termination of the contract in addition to an unsatisfactory performance rating in this element.

The Contractor must notify the COTR of any changes in key personnel assignment 30 days prior to making any personnel changes. When applicable, all contractors must be escorted by a Commission employee until such time as they have been given credentials allowing them building access.

Proposal Preparation Instructions

The USSC plans to award a Firm Fixed-Price contract under this solicitation for Task One, Task Two, Task Three. Task Four and Task Five will be awarded as needed, dependent upon the proposed Labor Category and Labor Hour Rate(s). Task Four and Task Five should also be priced as Option years, to be exercised at the discretion of the Commission. All offers shall be submitted on this basis. The Contract will consist of a base year (**U.S. government fiscal year 2017**) and **four option years as described under Task Four (U.S. government fiscal years 2018 through 2021)**. Offers based on other contract types will not be considered. Offerors must include their GSA contract number. Two separate proposals (technical and price) are due, as outlined below.

A formal offeror's conference is **will be conducted on Wednesday, July 26, 2017 at 2PM ET at the**

offices of the Commission in Washington, DC for all interested in bidding on the contract, and questions may be presented at that time. Please notify Commission via an e-mail to Finance@ussc.gov no later than **Tuesday, July 25, 2017 at 12PM ET** if you are interested in bidding and would like to participate in the offeror's conference in person or via conference call. Conference call information will be sent separately. Please limit your participants to the minimum number required and assign one person to speak for your organization if participating via conference call. The Commission will conduct an additional Question and Answer (Q&A) period for any questions pertaining to this RFP from **July 26, 2017 through August 3, 2017, 5PM ET**. All Q&A's will be compiled and posted on GSA by **August 4, 2017 by 5PM** for all interested bidders, along with any materials presented during the bidders conference. During the Q&A period, questions must be sent via email to amark@ussc.gov, with a copy to Finance@ussc.gov. **Any question(s) received after August 3, 2017, 5PM ET will not be considered.**

Proposals are due on Friday, August 11, 2017 at 5PM ET, via GSA ebuy submission **along with an e-mail copy to Finance@ussc.gov**. No other form of transmission will be accepted, and any offer, modification, or withdrawal received at the Commission after the exact time specified for receipt of offers will be deemed late and will not be considered unless it is received before the award is made and the contracting officer determines that accepting the late offer would not unduly delay the procurement.

Technical Proposal Requirements

The technical proposal shall address the following four areas and shall not contain pricing information:

1. Technical Approach

The offeror shall propose a technical approach to accomplish the tasks set forth in this solicitation that displays extensive knowledge of their ability to develop and maintain websites or interactive elements of websites. The description in the technical approach shall convey the anticipated approach to managing specific tasks in a way that will meet or exceed the requirements of the task, be on schedule, be within budget, and be completed with excellent quality. Completion of the Interactive *Guidelines Manual* on Web project should occur no later than twelve months after the kickoff meeting.

The offeror is required to demonstrate and state in the proposal a work plan to complete Task One, Task Two, Task Three, Task Four, and Task Five.

2. Offeror's Past Performance

The evaluation of past performance shall be based on the extent to which the offeror has prior experience developing and maintaining websites or interactive elements of websites, assigning knowledgeable staff who were valuable to the work performed, meeting deadlines for completing deliverables, demonstrating technical expertise in directing projects of this nature, providing quality products/services that complied with contract

requirements and fostered customer relations in the interest of customer satisfaction. The offeror shall highlight experience that demonstrates successful work with government agencies similar to the Commission.

“The offeror shall submit a minimum of three specific contracts under which the same or similar services were provided by the offeror. The offeror shall identify the key personnel proposed to work on the USSC’s contract and shall submit the following items for each:

- (a) Reference company/contract number
- (b) Contact person
- (c) Telephone number
- (d) Brief description of task, including a statement describing the similarity by scope and complexity of the task to the work required for this task.

3. Experience and Qualifications of Key Personnel

The evaluation of experience and qualification of personnel shall be based on the evaluation panel’s review of other work/sites submitted as examples of significant work by the proposed key personnel.

The offeror shall include resumes of proposed key personnel. Each resume should include the following information:

- (a) Full Name
- (b) Functional responsibility
- (c) Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours). Chronological work experience for up to ten years that substantiates by involvement and duration the proposed skill, positions and services, including company name and phone number of immediate supervisor.
- (d) A brief narrative relating work experience to the effort required herein.
- (e) A dated and signed statement by the individual certifying that the information is true and accurate.

4. Assumptions, Conditions, or Exceptions

The offeror shall include all (if any) assumptions, conditions, or exceptions with any of the terms and/or conditions of this statement of work or solicitation. If no exceptions are noted, the offeror agrees to comply with all the terms and conditions set forth herein.

Price Proposal

For evaluation purposes, the offeror shall submit a separate cost proposal for this project providing a detailed cost breakdown. This proposal shall provide an annual cost for the entire project, pricing for each Task described herein, and each subsequent option year (example below). Pricing must match or be better (lower) than GSA pricing.

A. Task One, Task Two, Task Three – Fixed Priced table

	Task 1	Task 2	Task 3	Task 4	Task 5	Annual Cost
Projected	Cost	Cost	Cost	Cost	Cost	Total Cost
Etc.						

B. Task Four – Labor Hour

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Labor Category	Rate	Rate	Rate	Rate	Rate
Etc.					

C. Task Five – Labor Hour

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Labor Category	Rate	Rate	Rate	Rate	Rate
Etc.					

In the price proposal, the offeror shall also include all (if any) assumptions, conditions, or exceptions with any of the terms and/or conditions of this statement of work or solicitation that impact price. If no exceptions are noted, the offeror agrees to comply with all terms and conditions set forth herein.

Once this contract is awarded, the offeror's price proposal is not subject to change or adjustment provided the specified requirements are not changed during performance.

A price proposal that is determined by the USSC to be unreasonably high or low in price in comparison to other offers may be excluded from further consideration.

Deliverables

There are five deliverables, described in the statement of work:

1. Development of a comprehensive work plan for each task as well as any necessary training for Commission staff on content updating and technical maintenance of the new functionalities of the online *Guidelines Manual*.
2. Monthly status reports: Due to the COTR detailing the development process of the new functionalities of the online *Guidelines Manual*.

3. Successful development of the new functionalities of the online *Guidelines Manual* that meets all the objectives set forth above. The overall security posture of the website(s) hosting the online *Guidelines Manual* must be considered in all phases of this project. The new functionalities of the online *Guidelines Manual* will reside on existing infrastructure (www.ussc.gov) within the Administrative Office of United States Court Hosting Services and will need to meet any technical and security protocols noted by the AO Hosting personnel.
4. Making the successfully developed new functionalities of the online *Guidelines Manual* publicly available to end-users.
5. Final Report: Due at completion and successful deployment of the new functionalities of the online *Guidelines Manual*. Detailed reporting identifying the new functionalities development process, list of software and security update activities, as well as programming language/code and all other script or program files used to maintain and update the new functionalities of the online *Guidelines Manual*.

Selection Criteria

The following attributes are the primary selection criteria and are listed in order of priority. Offerors should address them in their proposal:

1. Quality of proposal, and particularly the vendor's proposed technical approach. The proposal should address the vendor's concept to execute each task of the project and describe in detail the resulting work product that meets all the objectives set forth above. The proposal should specifically identify the methods by which the vendor will work with Commission staff throughout the development process, as it is expected that Commission staff will provide ongoing subject matter expertise, supporting guidance, and timeline management.
2. Price. Project cost by task followed by option year pricing under Task 4 and Task 5.
3. Vendor's successful prior experience, based on experience providing services that are similar in size, scope, and complexity as described in the statement of work, including experience that displays extensive knowledge in developing similar projects.
4. Professional experience and educational qualifications of key personnel identified to work on this project, with an emphasis on experience on similar projects

The Commission reserves the right to make a best value determination. Awards based on best value are made to the vendor who submits highest quality proposal in regards to price and other evaluation factors specifically stated in the solicitation. The price proposal alone will not be the determining factor for award.

Award

The response to each evaluation factor will be rated as Exceptional, Good, Marginal, or Poor. Award will be made to the offeror whose proposal is determined to offer the best overall value to the Commission. In determining overall value, the Commission will consider the factors identified above.

Award may be made on initial proposal submissions or after clarifications and/or negotiations are held with offerors that the Commission determines have a reasonable chance of winning award.

It is anticipated that the Commission will award the contract within 30 business days after the due date for proposals.

Period of Performance

The period of performance will consist of a base-year and four option years:

Period	Dates	U.S. Govt Fiscal Year
Base-Year	October 1, 2016 – September 30, 2017	2017
Option year one	October 1, 2017 – September 30, 2018	2018
Option year two	October 1, 2018 – September 30, 2019	2019
Option year three	October 1, 2019 – September 30, 2020	2020
Option year four	October 1, 2020 – September 30, 2021	2021

Acceptance Criteria

The contracting officer, in consultation with the contracting officer's technical representative will review each deliverable for accuracy, quality and completeness, and may provide written comments on the deliverable to the contractor. Multiple deliverable revisions may be requested by the COTR.

Acceptance of a deliverable will occur when the deliverable meets the requirements specified in this Request for Proposal. Acknowledgment of receipt of a deliverable does not constitute acceptance of the deliverable.

Acceptance or rejection of a contractor's submitted deliverable will be formally communicated by the CO. If rejected, the reason for such action will be clearly stated.

Place of Performance

The places of performance may vary by tasks, as some work can occur at the vendor's location and some is required to be onsite at the offices of the Commission in Washington, DC. The Contractor may perform tasks off-site, as needed. However, if remote access to Commission or U.S. Courts infrastructure is required, the Contractor must comply with the requirements of the Administrative Office of the U.S. Courts Information Technology Security Office. The Commission will provide and arrange for space within its facility for all required onsite vendor meetings and work. All training to Commission staff will be conducted at the offices of the Commission. The Commission will not reimburse for any travel expenses once the contract is awarded.

Payment Schedule

Payment will be provided monthly upon certification by the COTR of the completion of the task and or project(s) specified during said month.

Contract Administration

Contracting Officer (CO)

1. For purposes of this contract, the USSC's contracting officer shall be:

Alex Mark
United States Sentencing Commission
One Columbus Circle, N.E., Suite 2-500
Washington, DC 20002-8002
Telephone: 202-502-1778
Email: amark@ussc.gov

2. The contracting officer for the contract will be the Commission's primary point of contact during the performance of the contract. All written communications from the contractor, including any notice required under this contract, shall be addressed to the contracting officer, and shall make reference to the contract number.
3. Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the Commission and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the Commission. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

Contracting Officer's Technical Representative (COTR)

1. The contracting officer's technical representative will be responsible for coordinating the

technical aspects of this contract and inspecting products/services furnished hereunder; however, the contracting officer's technical representative will not be authorized to change any terms and conditions of the resultant contract, including price. For the purposes of this contract the contracting officer's technical representative is:

Jose Aviles
United States Sentencing Commission
One Columbus Circle, N.E., Suite 2-500
Washington, DC 20002-8002
Telephone: 202-502-4569
Email: JAviles@ussc.gov

2. The contracting officer's technical representative will be assigned one or more of the following responsibilities:
 - (a) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (b) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - (c) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - (d) providing the contracting officer a written request and justification for changes;
 - (e) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
 - (f) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

Appendix A: Terms and Conditions

The USSC will let this contract under the terms and conditions of the offeror's GSA contract, as well as the Judiciary specific provisions or clauses included in this Appendix. In the event of overlap, GSA terms and conditions are controlling.

CONTRACTOR REPRESENTATIVE

1. The contractor's representative to be contacted for all contract administration matters, including any notice required under this contract, is as follows (contractor to complete this information):

Name: _____

Address: _____

Telephone: _____

E-mail: _____

2. The contractor's representative shall act as the central point of contact with the USSC, 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.

INSPECTION AND ACCEPTANCE SERVICES

1. The contracting officer may, at any time or place, inspect the services performed and the products delivered, including data collection efforts and reports. The contracting officer may reject any products or services that do not meet the highest standards of professionalism, no matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement. No payment will be due for any products or services rejected under this clause.
2. If any of the services or products do not conform with contract requirements, the USSC may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the services cannot be corrected by re-performance, the USSC may:
 - (a) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (b) reduce the contract price to reflect the reduced value of the services performed.
3. If the contractor fails to promptly perform the services again or to take the necessary action to

ensure future performance in conformity with contract requirements, the USSC may terminate the contract for cause.

INVOICES

Invoices shall be submitted via e-mail to amark@ussc.gov. All fees payable to the contractor shall be made in arrears after approval of an invoice by the duly authorized official at the USSC.

All follow-up invoices shall be marked "Duplicate of Original." The contractor questions regarding payment information or check identification shall be directed to the USSC Financial Specialist identified on the OF-347.

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/delivery/task order or contract number or other authorization for delivery of property or services;
4. For each line item – general description of product delivered or services rendered, measured unit, and associated price;
5. Payment 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); and
10. Other substantiating documentation or information as required by the purchase/delivery/task order or contract.

EXAMINATION OF RECORDS

1. The USSC will have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract, until three years after final payment under this contract, or for any shorter period specified for particular records.
2. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the USSC will have until three years after final payment under the contract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term subcontract as used in this clause excludes:

- (a) purchase orders; and
- (b) subcontracts for public utility services at rates established for uniform applicability to the general public.

BANKRUPTCY

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five calendar days of the initiation of the bankruptcy proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the petition was filed, and a list of judiciary contract numbers and contracting offices for all judiciary contracts pursuant to which final payment has not been made. This obligation remains in effect until final payment under this contract.

AVAILABILITY OF FUNDS

The USSC's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the USSC for any payment may arise until funds are made available to the contracting officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer.

RIGHTS IN DATA

The Commission will have perpetual and unlimited rights in: (1) all data (including source code or other computer data) first produced in the performance of any of the tasks described above; (2) form, fit, and function data delivered in the performance of any of the tasks described above; (3) data delivered in the performance of any of the tasks described above that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for the Commission's use; and (4) all other data delivered in the performance of any of the tasks described above, unless provided otherwise for limited rights data or restricted computer software.

Upon completion and successful deployment of the new functionalities of the online *Guidelines Manual* on the web, the Commission will maintain complete control over all items produced and created in relation to this project. Therefore, the Commission has discretion on how to proceed on future improvement of any features incorporated to the *Guidelines Manual* on the web resulting from this project.

WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

The contractor warrants that services will be provided in a professional manner consistent with industry standards. The USSC must notify the contractor of any warranty deficiencies within ninety (90) days from performance of the deficient services.

For any breach of the warranty, the USSC's exclusive remedy shall be the re-performance of the deficient

services, or, if the contractor cannot substantially correct a breach in a commercially reasonable manner, the USSC may end the relevant services and recover the fees paid to the contractor for the deficient services.

To the extent not prohibited by law, this warranty is exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither party shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. The contractor's maximum liability for any damages arising out of or related to this agreement or the USSC's order, whether in contract or tort, shall be limited to the amount of fees the USSC paid the contractor under this agreement. However, in the event of a termination for cause, contractor's maximum liability shall be limited to reasonable re-procurement costs not to exceed an amount equal to the amount paid to the contractor under the order plus 27% of the total amount of the order. This clause shall not impair the USSC's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the False Claims Act (31 USC 3729 to 3733).

INDEMNIFICATION

The contractor shall indemnify and hold the USSC, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

The USSC will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the USSC and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the USSC.

EMPLOYMENT BY THE GOVERNMENT

The contractor covenants that no contractor employee who performs services under this contract will become an officer or employee of the government of the United States during the term of this contract. If during the term of contract any contractor employee intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.

CONFLICT OF INTEREST

1. To the best of the contractor's knowledge and belief, as of the date of this contract, the contractor agrees that there is no conflict of interest arising from the services to be provided under this agreement, and further agrees that no employee, principal, or affiliate is in any such conflict.
2. For purposes of this subsection, "affiliate" refers to the contractor's subsidiaries, the contractor's subcontractors at any tier, consultants and any joint venture including the contractor, any entity into or with which the contractor subsequently merges or affiliates, or any other successor or assignee of the contractor with direct involvement in the services provided for under this agreement.
3. Work under this contract may create a future conflict of interest that could prohibit the contractor from

competing for, or being awarded future USSC contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

- Unequal access to information – access to internal USSC business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another USSC contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.
 - Competitive advantage – the contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement in which the contractor may be a competitor. This includes defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.
 - Impaired objectivity – the contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could appear to be undermined by the contractor's financial or other business relationship with the entity being evaluated.
4. The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above, and if a non-USSC client requests or receives any professional advice, representation, or assistance regarding the USSC.
 5. The USSC further reserves the right to preclude the contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-USSC clients, or terminate this contract without cost to the USSC in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

KEY PERSONNEL

Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under these circumstances:

1. All substitutes shall have qualifications at least equal to those of the person being replaced.
2. All appointments of key personnel shall be approved in writing by the CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
3. Except as provided in paragraph 4 of this provision, at least 30 days in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the CO, including the information required in ¶16 of this provision.
4. The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. Within 5 work days after the event, the contractor shall notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key

personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO's approval, the information required in paragraphs 5 and 6 below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as 7 below.

5. Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
6. As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
 - (a) Full Name
 - (b) Functional responsibility
 - (c) Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours). Chronological work experience for up to ten years that substantiates by involvement and duration the proposed skill, positions and services, including company name and phone number of immediate supervisor.
 - (d) A brief narrative relating work experience to the effort required herein.
 - (e) A dated and signed statement by the individual certifying that the information is true and accurate.
7. The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.
8. The following individuals are designated as key personnel under this contract:

Name _____	Title _____
Name _____	Title _____
Name _____	Title _____

SECURITY REQUIREMENTS

1. **Definitions.** As used in this clause:
 - (a) "Access" means physical entry into, and to the extent authorized, mobility within, the USSC offices and any adjacent judiciary facilities in which the USSC offices are located, or use of IT resources.
 - (b) "Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

- (c) "Judiciary facility" means buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the judiciary, as well as space occupied by the USSC.
 - (d) "IT resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites owned and maintained by the USSC.
- 2. Requirements.** The contractor employees working on this contract must complete such forms as may be necessary for access to perform the services under this contract. Completed forms shall be submitted as directed by the contracting officer's technical representative. Depending upon the level of access required to USSC offices and adjacent judiciary facilities or IT resources for performance of the contracted work, contractor employees may be subject to any of the following types of security checks:
- (a) Fingerprint Check
 - (b) Credit Check
 - (c) National Agency Check with Inquires (NACI)
 - (d) National Agency Check with Inquiries and Credit (NACIC)
 - (e) National Agency Check with Law and Credit (NACLC)
 - (f) Single Scope Background Investigation (SSBI)
 - (g) Single Scope Background Investigation – Periodic Reinvestigation (SSBI-PR)
 - (h) Public Trust Special Background Investigation (PTSBI)
 - (i) Citizenship and Immigration Services (CIS) Check
- 3. Exemption.** Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information: employee's full name, Social Security Number, and place and date of birth.
- 4. Facility Access Cards (FAC).** The contractor shall be responsible for all Facility Access Cards or other government identification cards issued to the contractor's employees and shall immediately notify the contracting officers technical representative if any Facility Access Card(s) cannot be accounted for. The contractor shall notify the contracting officers technical representative immediately whenever any contractor employee no longer has a need for his/her judiciary-issued FAC (*e.g.*, employee terminates employment with the contractor, employee's duties no longer require access to judiciary facilities). The contracting officer's technical representative will instruct the contractor as to how to return the FAC. Upon expiration of this contract, the contracting officer's technical representative will instruct the contractor as to how to return all judiciary-issued FACs not previously returned. The contractor shall not return FACs to any person other than the individual(s) named by the contracting officers technical representative.
- 5. Control of access.** The USSC shall have and exercise full and complete lawful control over granting, denying, withholding, and terminating access of contractor employees to USSC offices and IT resources. The contracting officer's technical representative will notify the contractor immediately when the USSC has determined that an employee is unsuitable or unfit to be permitted access to the USSC offices following the completion of any of the security checks/investigations listed in paragraph two (2) above,

or as a result of new information obtained at any time during the contractor's performance. The contractor shall immediately notify such employee that he/she no longer has access to the USSC offices and/or IT resources, remove the employee from any such offices that he/she may be in, and provide a suitable replacement who must comply with the requirements of this and other applicable clauses. In addition, the contracting officer may require the contractor to prohibit individuals from access to USSC offices or IT resources if the USSC deems their initial or continued access contrary to the public interest for any lawful reason.

6. The contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may be required to have routine physical access to the USSC offices and adjacent judiciary facilities or routine access to an IT resource.
7. The USSC reserves the right to refuse to grant facility access for any contractor employee who has been convicted of a felony.

OPTION TO EXTEND SERVICES

The USSC may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT

1. The USSC may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the USSC gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the USSC to an extension.
2. If the USSC exercises this option, the extended contract shall be considered to include this option clause.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____ months.

CHANGES

1. The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
 - (b) statement of work or description of services to be performed;
 - (c) method of shipment or packing of products;
 - (d) place of delivery of products or place of performance;
 - (e) delivery or performance schedule, time (*i.e.*, hours of the day, days of the week, etc.) or place of delivery or performance of services;

- (f) judiciary-furnished property or facilities.
- 2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.
- 3. The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.
- 4. If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.
- 5. Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

JUDICIARY DELAY OF WORK

- 1. If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the contracting officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the contracting officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) will be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract will be modified in writing accordingly. Adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment will be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- 2. A claim under this clause will not be allowed:
 - (a) for any costs incurred more than 20 days before the contractor shall have notified the contracting officer in writing of the act or failure to act involved; and
 - (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

NONDISCLOSURE

The contractor acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the contractor's code of ethics, the contractor specifically agrees not to disclose or use any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The contractor further agrees to assert any privilege allowed by law and to defend vigorously the USSC rights to confidentiality.

The unauthorized disclosure of such information may constitute a violation of this agreement and applicable federal laws, and may result in termination of this contract.

The contractor shall ensure that all officers or employees working on this project are aware of the above restrictions.

DISCLOSURE OF CONTRACTOR INFORMATION TO THE PUBLIC

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

PUBLIC USE OF THE NAME OF THE USSC

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

USSC - CONTRACTOR RELATIONSHIPS

1. The USSC and the contractor understand and agree that the services to be delivered under this contract by the contractor to the USSC are non-personal services. The parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the USSC and the contractor and/or between the USSC and the contractor's employees.
2. The contractor and/or the contractor's employees under this contract shall not:
 - (a) be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer;
 - (b) be placed in a staff or policy making position;
 - (c) be placed in a position of command, supervision, administration or control over USSC personnel or the personnel of other contractors; or

- (d) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.

3. Employee Relationship

- (a) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the USSC. The contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor, as directed by the contractor's supervisory personnel, and in accordance with the contract terms and conditions.
- (b) The contractor personnel who are required under the terms and conditions of this contract to be physically located on USSC locations will comply with reasonable workplace rules, regulations, and directions issued by the USSC for the good order, safety and security of all agency personnel on-site. This is not to be construed or interpreted to establish any degree of USSC control which is inconsistent with a non- personal services contract.

CONTRACTOR USE OF USSC NETWORKS

1. The USSC is obligated and committed to ensuring that USSC property and resources are used appropriately and for the public interest. The USSC shall confront issues involving contractors and their employees to ensure that USSC property and resources equating to taxpayer dollars are not wasted or used inappropriately.
2. Whenever authorized as a user of USSC networks, the contractor, subcontractor, teaming partner, and all employees (hereinafter referred to as "entities"), shall not perform or participate, directly or indirectly, in any of the following:
 - (a) accessing Internet sites which may be inappropriate or reflect poorly on the USSC. Unless accessing Internet sites is case-related, entities shall refrain from creating, downloading, viewing, storing, copying, and transmitting sexually-explicit or sexually- oriented materials which are never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to the USSC if the USSC's domain name were found on the access records of inappropriate sites;
 - (b) logging onto video or audio sites, such as broadcast services or radio stations and downloading music files. This consumes significant disk space on local computers and may be a violation of copyright law.
 - (c) using USSC systems to send or receive e-mails containing greeting cards, political statements, jokes, pictures, chain letters or other unauthorized mass mailings, regardless of the subject matter, and other items of a personal nature;
 - (d) sending large attachments unless required for official business. Video, sound, or other large file attachments consume large amounts of network capacity.

- (e) participating in chat rooms or using “instant messaging” software, unless required to perform the contract;
- (f) checking personal (non-professional) e-mail accounts over the USSC’s network;
- (g) using the network connection for personal commercial purposes, private gain, or illegal activities. Unless use is required for official USSC and contract-related business, all entities shall refrain from using the network connection for commercial purposes (including shopping). It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of products or services) or for illegal activities (such as gambling or hacking);
- (h) using the e-mail or the network connection for offensive activities. It is inappropriate to use e-mail or the internet to access, send, or receive information on, or in support of, activities that are illegal or offensive. Such activities include, but are not limited to, hate speech or material that ridicules or degrades others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.

STOP-WORK ORDER

1. The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the contracting officer will either:
 - (a) cancel the stop-work order; or
 - (b) terminate the work covered by the order as provided in the default, or the Termination for Convenience, clause of this contract.
2. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:
 - (a) the stop-work order results in an increase in the time required for, or in the contractor’s cost properly allocable to, the performance of any part of this contract; and
 - (b) the contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.
3. If a stop-work order is not canceled and the work covered by the order is terminated for the

convenience of the USSC, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

4. If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

TERMINATION FOR CONVENIENCE OF THE USSC

1. The USSC, by written notice, may terminate this contract, in whole or in part, for its sole convenience when it is in the USSC's interest.
2. In the event of such termination, the contractor shall immediately stop all work as specified in the notice, and shall transfer title and deliver to the USSC, as directed by the contracting officer, any (1) completed products or data, and (2) partially completed products or data that contractor has produced or acquired in furtherance of this contract. The contractor shall promptly return all information and materials provided by the USSC in the course of this agreement.
3. In the event of a partial termination, the contractor shall complete performance of the work not terminated.
4. In the event of such termination, the USSC shall be liable only for payment under the payment provisions of this contract for products received or services rendered before the effective date of termination.

TERMINATION FOR DEFAULT

1. The USSC may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
 - (a) deliver the products or to perform the services within the time specified in this contract or any extension;
 - (b) make progress, so as to endanger performance of this contract (but see paragraph 2 of this clause); or
 - (c) perform any of the other provisions of this contract (but see paragraph 2 of this clause).
2. The USSC's right to terminate this contract under subdivisions 1(b) and 1(c) of this clause may be exercised if the contractor does not cure the failure within 10 days (or more if authorized in writing by the contracting officer) after receipt of the notice specifying the failure from the contracting officer.
3. If the USSC terminates this contract for default in whole or in part, it may acquire, under the terms and in the manner the contracting officer considers appropriate, products or services similar to those terminated, and the contractor will be liable to the USSC for any excess costs for those products or services.
4. The contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such

causes include (1) acts of God or of the public enemy, (2) acts of the government in its sovereign capacity or of the USSC in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform shall be beyond the control and without the fault or negligence of the contractor. However, the contractor is liable for any failure to perform arising from defaults of the subcontractors at any tier.

5. If this contract is terminated for default, the USSC may require the contractor to transfer title and deliver to the USSC, as directed by the contracting officer, any (1) completed products or data, and (2) partially completed products or data that contractor has produced or acquired in furtherance of this contract. The contractor shall promptly return all information and materials provided by the USSC in the course of this agreement.
6. Subject to the terms of this contract, the USSC will pay the contract price for completed products delivered and accepted. However, the USSC may withhold from these amounts any sum the contracting officer determines to be necessary to protect the USSC against damages or loss, including excess re-procurement costs, incurred because of the termination.
7. If, after termination for default, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the USSC.
8. The rights and remedies of the USSC in this clause are in addition to any other rights and remedies provided by law or under this contract.

CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

1. If the USSC receives information that a contractor or any contractor personnel has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. §§ 2101-2107) (the Act), as amended by section 4304 of the National Defense Authorization Act for Calendar Year 1996 (Pub. L. 104-106), the USSC may rescind this contract to the extent that:
 - (a) the contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either:
 - (i) exchanging the information covered by such subsections for anything of value; or
 - (ii) obtaining or giving anyone a competitive advantage in the award of a USSC contract; or
 - (b) the Chair of the USSC has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the USSC rescinds the contract under this clause, the USSC is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

1. The USSC, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. §§ 2101-2107).
2. The price or fee reduction referred to in paragraph (a) of this clause will be:
 - (a) for cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) for cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (c) for cost-plus-award-fee contracts:
 - (i) the base fee established in the contract at the time of contract award;
 - (ii) if no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
 - (d) for fixed-price-incentive contracts, the judiciary may:
 - (i) reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) if an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract will be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price will be the total final contract price.
 - (e) for firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
3. The USSC may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
4. In addition to the remedies in paragraphs (a) and (c) of this clause, the judiciary may terminate this contract for default. The rights and remedies of the USSC specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

DISPUTES

1. A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
2. A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the CO. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph 1 above. However, the time periods set forth here shall be superseded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
3. The contracting officer is authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information, the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the USSC.
4. The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

FORCE MAJEURE

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or USSC's obligation to pay for services provided.

ENTIRE AGREEMENT

This agreement and the information which is incorporated into this agreement by written reference, together with the applicable ordering document, are the complete agreement for services ordered by the USSC, and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorized representatives of USSC and the contractor.

United States Sentencing Commission:

Authorized Signature:_____

Name:_____

Title:_____

Date:_____

Contractor/Vendor:

Authorized Signature:_____

Name:_____

Title:_____

Date:_____