

REQUEST FOR PROPOSAL
DATA CENTER CONSOLIDATION – UPS SYSTEMS REPLACEMENT



Northern District of Illinois

RFP: ILNDCLERK26-XXXX

Violet Bujak

Contracting Officer

United States District Court Northern District of Illinois

219 South Dearborn Street

Chicago, Illinois 60604

Open Market Request for Proposal (RFP)

Lowest Price, Technically Acceptable

RFP Number: ILNDCLERK26-XXXX

Request Date: August 10, 2026

To: Prospective Contractors

Re: Data Center Consolidation - UPS Systems Replacement

The United States Court of Appeals for the Seventh Circuit (CA7), the United States District Court for the Northern District of Illinois (ILND), and the United States Bankruptcy Court for the Northern District of Illinois (ILNB) collectively, the “Courts” are requesting open market proposals to provide UPS Systems Replacement for the Data Center Consolidation project.

The solicitation number is ILNDCLERK26-XXXX. Please see attached for the following additional information: Statement of Work (SOW), instructions for completion of proposal package, and applicable provisions and clauses.

The Courts intend to make an award based on the lowest price, technically acceptable proposal. All proposals shall be quoted as a fixed price.

Proposals shall be submitted via email to: procurement_ilnd@ilnd.uscourts.gov. **Proposals are due August 21, 2026, by 12:00 p.m. CST.**

Submit proposal in accordance with the instructions in Section J of this solicitation. Proposals and questions concerning this RFP must be emailed to Sanela Hukic, at the email address listed above. **Questions must be submitted by August 17, 2026, by 12:00 p.m. CST.** Responses will be provided before August 19, 2026, 12:00 p.m. CST.

Sincerely,

Violet Bujak

Contracting Officer

United States District Court for the Northern District of Illinois

PART I – The Schedule

Section A – Services and Costs

A.1. The Contractor shall provide all labor, supervision, materials, equipment, components, accessories and services necessary to decommission existing UPS systems and install new UPS systems in the Server Room 771, as outlined in the attached SOW, Scopes A through D.

A.2. Quote Sheet for the UPS systems Replacement:

Base Proposal Item	Description	Qty.	Unit of Issue	Unit Price (\$)	Extended Price (\$)
1	Scope A: Decommission two (2) existing UPS systems as outlined in the attached SOW.	1	JB		
2	Scope B: Install two (2) existing UPS systems as outlined in the attached SOW.	1	JB		
3	Scope C: Components for two (2) existing UPS systems as outlined in the attached SOW.	1	JB		
4	Scope D: Services for two (2) existing UPS systems as outlined in the attached SOW.	1	JB		
GRAND TOTAL				\$	

Section B – Description/Specifications/Statement of Work

B.1. The United States Court of Appeals for the Seventh Circuit (CA7), the United States District Court for the Northern District of Illinois (ILND), and the United States Bankruptcy Court for the Northern District of Illinois (ILNB) hereafter referred to collectively as the **Courts**, are seeking quotes to replace existing UPS Systems in the Everett McKinley Dirksen U.S. Courthouse, located at 219 South Dearborn Street, Chicago, Illinois 60604.

B.2. For the purposes of this SOW, the private firm considered to provide the work and services outlined in this SOW shall hereafter be referred to as the **Contractor**. The Contractor, through its employees, shall provide the labor and other direct costs (*e.g.*, equipment, materials, etc.) required to complete the work identified in this document.

B.3. For the purposes of this SOW, U.S. General Services Administration (GSA) and any private firms working for GSA that will provide building electrical power connects and disconnects necessary for UPS Systems replacement outlined in this SOW shall hereafter be referred to collectively as **GSA**.

B.4. Scope

To fulfill the requirements of this project, the Contractor must deliver the following work:

B.4.1. Scope A: Decommission two (2) existing 80kVA UPS systems located in Server Room 771.

- Demolish, remove and dispose of both existing UPS systems from government site.
- Provide flooring protection as needed during any moves or demolition.
- Leave site clean and ready for installation of new UPS systems.
- Electrical disconnects from building electrical power and fire alarms shall be performed by GSA.

B.4.2. Scope B: Deliver, assemble and install two (2) new, identical, redundant 40kVA/40kW UPS systems in Server Room 771. New UPS systems' location, configuration, and operation to match existing UPS systems.

- Accept delivery, stage and move new UPS systems to installation site on the 7th floor.
- Provide flooring protection as needed during any moves and remove all shipping debris.
- Electrical connections to building electrical power and fire alarms shall be performed by GSA.

B.4.3. Scope C: Provide all equipment components for two (2) new, identical, redundant 40kVA/40kW UPS systems located in Server Room 771. See paragraph B.4.5.4., List of Components.

B.4.4. Scope D: Provide all services necessary to start-up, test and warranty two (2) new, identical, redundant 40kVA/40kW UPS systems located in Server Room 771. See paragraph B.4.5.5., List of Services.

B.4.5. Basis of Design: The UPS Systems specifications, components and services shall be as described below:

- i. SY30K40F Symmetra PX 30kW Scalable to 40kW N+1, 208V
- ii. SYBT4 Battery Module for Symmetra PX, Smart-UPS VT or Galaxy 3500
- iii. SYCFXR8S Symmetra PX40KW Extended Run Battery Frame with Startup

- iv. Input Voltage: 480 Volt 3 Phase
 Frequency: 60 Hz
- v. Output Voltage: 208 Volt 3 Phase
 Power Factor: 1.0

- vi. Product specified is “APC InfraStruXure for Medium Data Centers, 40 kW Base System; 10 kW - 40 kW UPS” as manufactured by Schneider Electric. The system shall be a continuous duty, three-phase, solid state, on-line double conversion static UPS. The UPS shall utilize an N+1 redundant, scalable array architecture. The UPS shall be ENERGY STAR qualified. The system power train shall be comprised of swappable 10kW/kVA power modules, which shall operate in parallel, and shall be configured for N+1 redundant operation at rated load. Each 10 kVA/10 kW power module shall contain a full rated input rectifier/boost converter (hereafter referred to as input converter), full rated output inverter, and 10 percent battery charging circuit.
- vii. The system shall be comprised of a swappable continuous duty bypass static switch module, swappable battery modules, redundant control modules, redundant logic power supplies, and LCD interface display. All of the above system components shall be housed in two standard, 24 inches (610 mm) wide, 36 inch (914 mm) deep, 42U high equipment racks.
- viii. The battery jars housed within each removable battery module shall be of the valve regulated lead acid (VRLA) type. The UPS battery shall be of modular construction made up of swappable, fused, battery modules. Each battery module shall be monitored for voltage and temperature for use by the UPS battery diagnostic, and temperature compensated charger circuitry. The UPS shall incorporate a battery management system to continuously monitor the health of each removable battery module. This system shall notify the Owner if a failed or weak battery module is found.

B.4.5.1. Standard Features:

- i. Scalable to 40kVA/kW N+1 in 10kW Power Increments
- ii. Single Input
- iii. Double Conversion Online
- iv. Automatic Continuous Duty Static Switch
- v. 94.6% Efficient at 50% Load
- vi. Multi-function LCD Display
- vii. Alarm History, Audible Alarm with Configurable Delays
- viii. SNMP Card Included
- ix. Intelligent Battery Management
- x. Swappable Power Modules & Intelligence Modules
- xi. 81.5”H x 24”W x 35.5”D – 1,438 lbs / per system

B.4.5.2. Included Options:

- i. Modular VRLA Battery System
- ii. 60 Mins Runtime @ 15kVA/kW
- iii. 81.5”H x 24”W x 35.5”D – 2,000 lbs per system
- iv. Adjacent Maint. Bypass Cabinet w/ (2) 42-pole, Dist Panels and Transformer

v. 81.5"H x 24"W x 35.5"D – 1,300 lbs / per system

B.4.5.3.

Included Services:

- i. 7x24 Assembly Service for Symmetra PX UPS and Bypass
- ii. 7x24 Start-up Performed by Schneider Technician
- iii. Factor Warranty - 1 Year w/ 7X24 Support and 4hr Response

B.4.5.4.

Scope C - List of Components – See paragraph B.4.3., Scope C. (Solution #ISX0002631980-0005)

<u>SKU Type</u>	<u>Qty.</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Sub-total</u>
PTO	2	SY30K40F	Symmetra PX 30kW Scalable to 40kW N+1, 208V		
PTO	14	SYBT4	Battery Module for Symmetra PX, Smart-UPS VT or Galaxy 3500		
PTO	2	SYCFXR8S	Symmetra PX40KW Extended Run Battery Frame with Startup		
FG	2	OM-1292	KIT PSX-PDU BLACK EXTERIOR		
FG	2	AR8108BLK	1U Airflow Management Blanking Panel Kit (Qty 2) Black		
APC Part	2	OG-PD40G6FK1-M	TYPE B PDU INCL. 480V STEP DOWN TRANSFORMER & MBP		
APC Part	2	OG-PSX-B-UM-EN	USER MANL ASSY PSX B		
APC Part	4	OM-0217	BRANCH CURRENT MONITORING 21 POLE		
APC Part	168	OM-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU		
APC Part	2	DISTRIBUTION BREAKERS 120V	TYPE & AMP OF DISTRIBUTION CKT BRKS		
APC Part	2	ELECTRICAL SYSTEM 120V	ELECTRICAL SYSTEM 120V		
APC Part	2	INSTRUMENTATION 120V	INSTRUMENTATION OPTION		
APC Part	2	OPTIONS & ACCESSORIES 120V	OPTIONS AND ACCESSORIES		
APC Part	2	RACK COLOR	RACK COLOR		
				Scope C Total	\$

B.4.5.5.

Scope D - List of Services – See paragraph B.4.4., Scope D. (Solution #ISX0002631980-0005):

<u>SKU Type</u>	<u>Qty.</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Sub-total</u>
SRV	1	QWPRJ-QBED62927-00	Product Professional Services Other Third-Party Project Management		
SRV	2	WASSEMEXBAT-PX-23	InfraStruXure® Assembly Services		
SRV	2	WASSEMUPS5X8-PX-21	Scheduled 5X8 Assembly Service for Symmetra PX 40 kW UPS and/or PDU		
SRV	1	WCHECKUPS	(1) Post Start-Up Check-UPS Visit for New UPS		
SRV	2	WUPG4HR-UG-01	1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 kVA		
SRV	4	WUPGASSEM7-UG-01	Scheduling Upgrade to 7X24 for Existing Assembly Service for up to 40 kVA UPS or Battery Frame		
SRV	2	WUPGEAA-UG-01	1Yr EAA Prev Svc Upgrd to FW or Exstng Svc Plan - (1) 1or3P UPS 10 - 40kVA, Batt Frm, PDU or Acc.		
SRV	4	WUPGSTRUP7-UG-01	Scheduling Upgrade to 7X24 for Existing Startup Service for up to 40 kVA UPS or Battery Frame		
				Scope D Total	\$

B.4.6. Decommission and Installation Sequence: One (1) redundant, UPS system shall remain fully operational during the entire installation. The Contractor shall coordinate work to decommission and install UPS systems one at the time.

The installation sequence shall be as follows:

- i. Decommission the first existing UPS system.
- ii. Connect and make operational the first new UPS system.
- iii. Decommission the second existing UPS system.
- iv. Connect and make operational the second new (replacement) UPS system.

B.5. Work Performed by Others

Building electrical power connects and disconnects during decommissioning and installation of the UPS systems to be performed by GSA. The Work by Others includes:

- i. Electrical disconnects of two (2) existing UPS systems from the building electrical power, fire alarms and connected data systems. Cut/cap and make safe input and output feeds for installation by others.
- ii. Electrical connections of two (2) new UPS systems to the building electrical power, fire alarms and connected data systems.
- iii. Electrical installation of new UPS systems, including all internal wiring, re-use and re-work of existing 30A branch connections inside of UPS system.
- iv. Replacement of existing OCPD or fuses with 175A overcurrent protection or fuses on the line side of new UPS systems. Furnishing and installation of any necessary conduits (fire alarm, data, etc.).

B.6. Government Furnished Equipment

No Government Furnished Equipment will be provided as part of this project.

B.7. Contractor Furnished Material

The Contractor is responsible for providing all goods and materials needed to complete this installation.

B.8. General Notes

- B.8.1.** All wiring and installation work shall comply with all applicable codes, best industry practices and methods approved by the Courts.
- B.8.2.** All equipment and hardware required to meet functional requirements and complete a working installation shall be provided by the Contractor. All equipment types must meet the approval of the Courts.
- B.8.3.** The new UPS systems shall be installed at the same location as the existing UPS systems, matching the exact footprint above the existing structural supports under the raised floor in Server Room 771.
- B.8.4.** No programming is required for this project.
- B.8.5.** Installing contractors must have a minimum of five (5) years' experience installing similar UPS systems.

Section C – Inspection and Acceptance

- C.1.** The Contractor shall certify all UPS system installations and provide documentation for record.
- C.2.** The following clause(s) are incorporated by reference into Section C (*see Clause B-5, Clauses Incorporated by reference (September 2010), in Section G below for further information*):

Clause Number	Clause Title	Clause Date
2-5B	Inspection of Services	April 2013
2-60	Stop-Work Order	January 2010

Section D – Deliveries or Performance

D.1. Existing Conditions

- D.1.1.** All contractors are urged and expected to inspect the site where work is to be performed and to field-verify all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.
- D.1.2.** It is the Contractor's responsibility to assess all existing conditions prior to submitting a bid and to include in their cost all materials and labor required to provide a complete and operational work meeting or exceeding all Federal Codes and intent of the Scope.
- D.1.3.** In no event shall failure to inspect the site constitute grounds for a claim after contract award. The submission of a proposal shall be conclusive evidence that the Contractor has made such an examination.

D.2. Pre-Proposal Site Visit

- D.2.1.** The pre-proposal site visit will be conducted in person on **Friday, August 14, 2026, starting at 11:00 AM**. The prospective contractors will meet in the Dirksen Courthouse lobby, past the security. The site visit will start at 1:00 PM and will conclude within 60 minutes. The Contractor shall come prepared to the pre-bid walkthrough to evaluate all details required to accommodate and complete the SOW as indicated.
- D.2.2.** The Contractors are required to request pre-proposal attendance by contacting the Contracting Officer. The contractors shall submit a request for the pre-proposal site visit by **Tuesday, August 11, 2026, at 4:00 PM** indicating the names of individuals attending by emailing the Contracting Officer at the email address listed in the RFP. The site visit attendance shall be limited to not more than three (3) representatives from each Contractor. The contractors shall identify all attendees from their respective teams in their email.
- D.2.3.** All site visit participants must have a valid, Government issued picture identification, (Real ID Driver's License preferred), to gain access for the pre-proposal site visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the site visit will be issued to the Contractors when notified of the schedule.

D.3. Project Start-up Site Visit

The Contractor shall conduct a preliminary walkthrough inspection and an on-site meeting prior to the project start up. This site visit will occur after the project award and shall be coordinated with the Courts' Project Manager.

D.4. Site Access and Hours of Performance

- D.4.1.** The Contractor shall coordinate all site access and working hours with the Courts.
- D.4.2.** Scheduling of work shall be coordinated with the Courts' Project Manager.
- D.4.3.** The Contractor shall perform **all work** during the Courts Unoccupied Hours: weekdays between 6:00 PM and 6:00 AM, or any time during weekends.
- D.4.4.** The work that is not noisy, dust or odor-producing and does not disrupt Courts' operations in adjacent spaces, may be performed during the Courts Occupied Hours (weekdays between 6:00 AM and 6:00 PM) only after requesting and receiving prior approval by the Courts.
- D.4.5.** The Contractor shall provide not less than ten (10) business days' notice of any activities that will affect operations of occupied spaces and building.
- D.4.6.** The Contractor shall provide not less than seventy-two (72) hours' notice when requesting building or dock access.
- D.4.7.** Please note that the Dirksen Courthouse is a high-security environment. The Contractor shall maintain all security perimeters at all times, during the installation times. Locked doors shall not be propped open and spaces that were unlocked for the installation work shall be relocked before the area is left unattended.

D.5. Identification

The Contractor's installation team shall, at all times, wear photographic identification as issued by the Courts or by building security personnel. The Contractor shall coordinate acquiring identification from the appropriate authorities and Courts' Project Manager prior to the start of the project. The project schedule shall not be delayed due to delays in processing building access or obtaining acceptable identification.

D.6. Schedule

Within 10 business days of the award of this work, the Contractor must propose an achievable schedule to execute all work. The Courts will review the proposed schedule and mutually agree to a milestone schedule that requires either simultaneous or consecutive execution of the work depending on the Contractor's proposed schedule.

D.7. Coordination

- D.7.1.** The Contractor shall at all times communicate to the Courts' Project Manager all site-related issues that impact the project in any way other than what has been established. Such communication shall be conveyed via email.
- D.7.2.** The Contractor shall not take direction from any individual other than the Courts' Project Manager at the site in any way that may cause a change of defined scope, a cost or credit to the project, add additional labor, or delay the project.
- D.7.3.** All the issues that arise are to be brought to the attention of the Courts' Project Manager and Contracting Officer at once for resolution.
- D.7.4.** The Contractor is responsible for arranging internet access themselves. There is no access to the building LAN during the installation phase, and the Contractor shall not plan on the Courts' assistance.

D.8. Occupancy Requirements

The Court will occupy the site and existing building during the entire project. The Contractor is required to cooperate with the Courts during construction operations to minimize conflicts, facilitate Courts' usage and complete the work in a manner that does not interfere with the Courts' operations.

D.9. Security And Background Check

- D.9.1.** All personnel representing the Contractor entering the courthouse for installation work must be able to pass a background screening before starting any work on-site. Upon request and prior to the project's start date, the Contractor must provide the Courts with each employee's completed Authorization to Release Information form (see Attachment 1). This form is required to conduct the appropriate security check of all individuals the Contractor proposes to work within the courthouse.
- D.9.2.** Any Contractor accessing the Courts' network must complete a criminal background check at the expense of the Courts. The Contractor will be required to either provide a copy of a recent (within 2 years) FBI clearance or submit the employee to a background check.

D.10. Quality Assurance

- D.10.1.** The Contractor shall use adequate numbers of skilled tradesmen who are thoroughly trained, certified and experienced in the necessary crafts, and who are completely familiar with the specific requirements and the methods needed for proper performance of work. All measurements and dimensions shall be field verified by the Contractor, prior to submittal of a bid. Any noticeable discrepancies shall be brought to the attention of the Courts' Project Manager immediately. Failure to notify the Courts' Project Manager of discrepancies may result in the work being re-done at the Contractor's expense.
- D.10.2.** In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of the awarded contract, the Contractor shall immediately notify the Courts' Project Manager by telephone or email, followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Courts of any delivery schedule or date, or any rights or remedies provided by law or under this awarded contract. (See also Clause 7-195, Excusable Delays and Clause 7- 200, Judiciary Delay of Work.)

Section E – Contract Administration Data

E.1. The successful Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.

E.2. Period of Performance

Upon issuance of the award, the Contractor shall have **hundred and twenty (120)** calendar days to the contractual completion of this project, including correction of any punch list items and invoicing for final payment with release of claims waiver.

E.3. Compensation should be based on fixed rate agreement, and invoice should be forwarded to Procurement_ILND@ilnd.uscourts.gov following the completion of installation of each individual Scope A through D, listed in paragraph "B.4. Scope"). Payment terms are **NET 30**. Note: The Courts are tax exempt.

E.4. The following clause(s) are incorporated by reference into Section E (see Clause B-5, Clauses Incorporated by Reference (September 2010), in Section G below for further information):

Clause	Title	Date
2-120	Submission of Invoice	October 2006
3-305	Payment by Electronic Funds Transfer – system for Award Management (SAM) Registration	April 2013
3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration	April 2013
7-1	Contract Administration	January 2003
7-5	Contracting Officer's Representative	April 2013
7-125	Invoices	April 2011

E.5. Clause 7-10, Contractor Representative (January 2003)

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

Name: _____

Address: _____

Telephone: _____

E-Mail: _____

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.

Section F – Special Contract Requirements

F.1. Clause(s) Incorporated by Reference, see Clause B-5

Clause	Title	Date
1-1	Employment by the Government	January 2003

Part II – Contract Clauses

Section G – Contract Clauses**G.1. Clause(s) Incorporated by Reference, see Clause B-5**

Clause	Title	Date
1-5	Conflict of Interest	August 2004
1-10	Gratuities or Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy or Security Safeguards	January 2003
2-57	Protecting, Reporting, and Responding to Incident Involving Sensitive Information	Jun 2024
2-60	Stop-Work Order	January 2010
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun 2014
3-30	Certificate of Independent Price Determination	January 2003
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	Jun 2014
3-45	Anti-Kickback Procedures	Jun 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jun 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jun 2012
3-105	Audit and Records	April 2011
3-120	Order of Precedence	April 2026
3-130	Authorized Negotiators	January 2003
3-140	Notice to the Judiciary of Labor Disputes	January 2003
3-160	Service Contract Act of 1965	March 2019
3-205	Protest after Award	January 2003
5-1	Payments under Personal and Professional Services Contract	April 2013
5-5	Nondisclosure (Professional Services)	January 2003
7-15	Observance of Regulations/Standards of Conduct	January 2003
7-25	Indemnification	August 2004
7-30	Public Use of the Name of the Federal Judiciary	Jun 2014
7-35	Disclosure or Use of Information	April 2013
7-40	Judiciary-Contractor Relationship	January 2003
7-85	Examination of Records	January 2003
7-95	Contractor Inspection Requirements	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-115	Availability of Funds	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-160	Limitation on Withholding of Payments	April 2013
7-165	Penalties for Unallowable Costs	Jun 2012
7-170	Notice of Intent to Disallow Costs	January 2003

7-175	Assignment of Claims	January 2003
7-185	Changes	April 2013
7-195	Excusable Delays	January 2003
7-210	Payment for Emergency Closures	April 2013
7-215	Notification of Ownership Changes	January 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	January 2003
7-223	Termination for Convenience of the Judiciary (Short Form)	August 2004
7-230	Termination for Default (Fixed Price-Products and Services)	January 2003
7-235	Disputes	January 2003

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>.

Part III List of Documents, Exhibits, and Other Attachments

Section H – List of Attachments

H.1. Attachments

Attachments	Title	Date
1	Authorization to Release Information	November 2012

Part IV – Representations and Instructions

Section I – Representations, Certifications and Other Statements of Contractors or Respondents

I.1. Provisions Incorporated by Reference, see Provision B-1

Clause	Title	Date
3-15	Place of Performance	January 2003

I.2. Provision 3-5, Taxpayer Identification and Other Contractor Information (April 2011)

(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 Contractor in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All Contractors 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 Contractor 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 Contractor'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 Contractor's TIN.

(d) Taxpayer Identification Number (TIN):

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Contractor 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.

☐ Contractor is an agency or instrumentality of a foreign government.

☐ Contractor 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 Contractor 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.

I.3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

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

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

(A) are ___are not ___presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

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

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

(D) have ___have not __, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) Examples.

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

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. During 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 Contractor 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 Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor 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 Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor 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 Contractor 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 Contractor 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.

I.4. Certificate of Independent Price Determination

January 2003

(a) The Contractor certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other Contractor or with any competitor relating to:

(A) those prices.

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or contract award unless otherwise required by law; and

- (3) no attempt has been made or will be made by the Contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the Contractor's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____
(insert full name of person(s) in the Contractor's organization responsible for determining the prices in this offer, and the title of his or her position in the Contractor's organization);
- (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the Contractor deletes or modifies paragraph (a)(2) of this provision, the Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I.5. Authorized Negotiators

January 2003

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

Name: _____

Titles: _____

Telephone: _____

Email: _____

Section J – Instructions, Conditions and Notices to Contractors or Respondents

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 Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

Provision Number	Provision Title	Provision Date
3-85	Explanation to Prospective Contractors	August 2004
3-95	Preparation of Offers	April 2013
3-100	Instructions to Contractors	April 2013
3-210	Protests	June 2014
3-315	Submission of Electronic Funds Information with Offer	April 2013

7-60	Judiciary – Furnished Property or Services	January 2003
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3-210 *Protests*

June 2014

- (a)** The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the Contracting Officer. If the dispute cannot be resolved with the Contracting Officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b)** Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1)** any protest shall be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
- (2)** a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- (3)** the protest shall include the following information:
- (i)** name, address, and fax and telephone numbers of the protester or its representative.
 - (ii)** solicitation or contract number.
 - (iii)** detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester.
 - (iv)** copies of relevant documents.
 - (v)** request for a ruling by the judiciary.
 - (vi)** statement as to the form of relief requested.
 - (vii)** all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii)** all information establishing the timeliness of the protest.
- (c)** Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the Contracting Officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
- (d)** The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

4-1 *Type of Contract*

January 2003

The judiciary plans to award a firm-fixed price 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.

3-115 *Facsimile Offer*

January 2003

- (a) Definition.** "Facsimile offer," as used in this provision, means an offer, revision or modification of an offer, or withdrawal of an offer that is transmitted to and received by the judiciary via facsimile machine.
- (b)** Contractors may submit facsimile offers as responses to this solicitation. Facsimile offers are subject to the same rules as paper offers.
- (c)** The telephone number of receiving facsimile equipment is: **312-554-8549.**
- (d)** If any portion of a facsimile offer received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:
- (1)** the Contracting Officer immediately will notify the Contractor and permit the Contractor to resubmit the offer.
 - (2)** the method and time for re-submission will be prescribed by the Contracting Officer after consultation with the

Contractor; and

(3) the re-submission will be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the Contractor complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The judiciary reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful Contractor promptly shall submit the complete original signed offer.

J.1. Inquiries

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Contractors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, **all questions must be received by the Contracting Officer NO LATER THAN August 17, 2026, by 12:00 p.m. CST.** All correspondence relating to the solicitation document shall be submitted to: Procurement_ILND@ilnd.uscourts.gov

J.2. General Instructions for the Preparation of Proposals

J.2.1. Proposal Instructions

The Contractor's proposal shall provide all the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Contractor wishes to bring to the attention of the U.S. District Court, Northern District of Illinois.

J.2.2. Proposal Format

The Contractor's proposal shall consist of a Business/Technical Proposal. The following is a summary of the required volume parts and sections prescribed in the paragraphs below. Proposal not to exceed five (5) pages.

Section K – Evaluation Factors for Award

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

Clause	Title	Date
3-70	Determination of Responsibility	January 2003

K.1. Evaluation of Proposals

The Courts will make an award to the Contractor submitting the lowest priced, technically acceptable quote.

K.2. To be considered technically acceptable, quotes must meet the following requirements:

K.2.1. Experience on similar contracts: The Contractor must demonstrate that it has successfully performed at least three (3) similar contracts in the past five (5) years.

K.2.2. Technical requirements: The Contractor must demonstrate that the services offered comply with the technical requirements described in the Statement of Work (SOW) of the RFQ.



AUTHORIZATION TO RELEASE INFORMATION

Name _____
Last First Middle Name Maiden Name

List all other names that you have used or been known by _____

Current Address _____
Street Address or P.O. Box City State Zip Code

Date of Birth _____ Place of Birth _____
Month/Date/Year City State/Country

Country of Citizenship _____ Social Security # _____ Phone # _____

Sex Male Race White Black Height _____ Weight _____
Female Hispanic Asian Hair Color _____ Eye Color _____
Other _____

Driver's License # _____ State _____ Email Address _____

Name of Spouse _____ Applicant _____
Supervisor/Judge

Emergency Contact _____ Contractor _____
Company name

Emergency Contact Phone _____

TO WHOM IT MAY CONCERN:

I, the undersigned, hereby authorize the Office of the Clerk of the United States District Court for the Northern District of Illinois or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my employment, education records (including but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records), financial records and criminal records (including history of vehicle violations). This data will be used as part of the criminal background investigation process of your appointment to the Court.

I hereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for the United States District Court Clerk's Office official use.

I hereby release you, as custodian of such records, and school, college, or university, or other educational institution; hospital or other repository records; social service agency; any employer, or retail business establishment including its officers, employees, or related personnel both individually and collectively, from and all liability for damages of whatever kind which may at any time result to me, my heirs, family, because of compliance with this authorization and request for information or any other attempt to comply with it.

I hereby waive my rights under the Privacy Act, 5 U.S.C. 552a (Supp. IV, 1974), and authorize the disclosure to the Clerk's Office, United States District Court for the Northern District of Illinois, or its authorized representative(s) or employee(s), and all information pertaining to me, contained in the files or systems of records maintained by any government agency subject to the Privacy Act, which such agency sees fit to convey, either orally or in writing, to the aforementioned Clerk's Office.

I hereby waive any rights I may have under the Privacy Act to prior notice of such disclosure or any rights I may have to an accounting of such disclosure to the aforementioned Clerk's Office.

SIGNATURE FOR AUTHORIZATION

Authorizing Signature - Full Name _____ Date _____ Received By - Name of Court Official _____ Date _____