

**OFFICE OF THE CLERK  
UNITED STATES DISTRICT COURT  
Northern District of California**

ADMINISTRATION DEPARTMENT  
Ravi Subramanian  
Chief Deputy of Administration

January 10, 2019

**Request for Quote**

To: All Interested Vendors  
From: Helene McVanner, Procurement & Facilities Administrator  
Subject: Jury Second Notice Mailing

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The United States District Court is seeking open-market pricing for a 12-month contract beginning February 19, 2019 thru February 18, 2020 for addressing and mailing Jury Second Notices, Juror Qualification Questionnaires, and business reply envelopes to potential jurors who failed to respond to the initial mailing of a summons for jury service.

A **Fixed Price** award will be made to the vendor's lowest priced who best meets our requirement.

**REQUEST FOR QUOTE:**

Original quotes should be addressed to US District Court, Attn: Sarah Badr, 450 Golden Gate Avenue, Rm16-1120, San Francisco, CA 94102, or by email to [Sarah\\_Badr@cand.uscourts.gov](mailto:Sarah_Badr@cand.uscourts.gov) by 2:00 p.m. (PST) on February 8, 2019.

Note: the Jury Unit will serve as the main contact for the projects and will coordinate mailings for San Francisco, San Jose, Oakland and on occasion, Eureka. Work will take place at the vendor's place of business. All envelopes will be provided to the vendor for this project as well as the forms.

### **Jury Second Notice, Juror Qualification Questionnaires- addressing and mailing**

It is anticipated that up to 76,800 second notices, juror qualification questionnaires (JQQs), business reply envelopes (BREs) will need to be mailed over a twelve (12) month period to prospective jurors who did not respond the first time they received a notice from our Court. Mailings will take place weekly and each week it is estimated that 800 letters will be mailed. Some mailings might be more and others less.

There are four (4) second notice templates and each corresponds to a specific court location. Even though there are three templates, the format will be the same. The Court will supply the pre-printed second notices for each location. The notice is double-sided with space on the front to print the names, addresses and associated bar codes for the potential jurors, as well as the 2-week on-call period, and the participant number.

The Court will supply the JQQs which is a one-page, double-sided form with room on the front for the vendor to print the names, addresses and associated bar codes for the potential jurors. The JQQ is a standard judiciary form and does not correspond to a specific court location as the follow-up letters do.

The Court will also supply the pre-printed #10 windowed envelopes with the Court's G-18 permit on it as well as the BREs.

#### 1. Second Notice Processing:

- The vendor shall mail merge data file to the second notice in the appropriate quantity for each division as needed. For example, 600 San Francisco addresses merged to 600 San Francisco second notices.
- The vendor shall mail merge data file to the JQQs and address each JQQ.
- The vendor shall match each second notice and JQQ.
- The vendor shall mail the second notice, JQQ and BRE using the Court's G-18 permit for first class mail. Vendor is responsible for adhering to the rules governing presorted first class mail and for taking advantage of available USPS discounts.
- The vendor shall confirm with the court that the file is correct prior to the printing/mailing.
- The vendor shall fold the second notice, JQQ and BRE and insert into a windowed envelope and shall ensure that the address and bar code on the summons are visible in the window.
- Jury Unit will transmit an excel spreadsheet containing confidential names and addresses of prospective jurors as well as a participant number and dates of service. The file will be provided in zip code order.

- Vendor shall support rapid turn-around times to meet the needs of the court. Mailed items must be delivered no later than three (3) business days following receipt of download files unless someone from the Jury Office has instructed otherwise. Mailing timing and quality control must be maintained at the highest levels over the yearlong contract. Internal staffing issues or back-log of other jobs must not be allowed to interfere with the efficient processing of the Court's mailings.
- The vendor shall take care of all additional pre-sort requirements other than zip code order, as well as make use of any other available discounts. The initial CSV files will have gone through National Change of Address (NCOA) searches just prior to having the vendor perform the mailing. The court will then have the NCOA search process performed in six (6) months by the vendor who created the jury wheel.

2. Mailing Requirement:

All mailings must be delivered to the Post Office along with a copy of the PS Form 3615 that we will provide for each mailing. Once the form has been filled out by the Post Office, the vendor shall need to return the original to Sarah Badr, not the Jury unit. Additionally, once the vendor receives the PS 3600 it shall also be provided to Sarah Badr and the forms should be mailed to her attention at U.S. District Court, 450 Golden Gate Ave, Room 16-1120, San Francisco, CA 94102 or sent via email to: [Sarah\\_Badr@cand.uscourts.gov](mailto:Sarah_Badr@cand.uscourts.gov)

Mailings will take place weekly/bi-weekly, but the quantity might vary.

**Please quote:**

- Per piece charge for the mailing, including folding & inserting ;
- If there are any miscellaneous charges not calculated into the per piece price it should be listed as a separate line item along with a description; and
- Include pick-up and delivery of envelopes and JQQs. (Note: this will not be evaluated as a price factor as the envelopes might be directly shipped from the Government Printing Office).

**Note: postage is not quoted because the U.S. Courts Administrative Office will pay postage.**

Court's Terms and Conditions are only accepted; *we will not accept vendor's T&C.*

**Award**

The Court will award a lowest price, technically acceptable contract as a result of this solicitation. Each quote submitted will be evaluated using the criteria above as well as price. Award will be made to the vendor whose proposal is determined to be the lowest price, technically acceptable to the government when considering both the technical evaluation criteria and the proposed price.

**Period of Performance:**

The period of performance is for 12 months starting February 19, 2019 through February 18, 2020.

**We are tax exempt as we are the federal government.**

If there are any set-up charges or other miscellaneous fees please makes sure that they are included in the line-item estimate.

**Payment Terms:**

After four (4) weeks of mailings are completed, the vendor shall invoice the court monthly for the mailings and any other necessary materials agreed upon. The court will process payment upon receipt of the invoice. Payments will be made via EFT; payments will not be made by check. The Post Office will directly bill the Administrative Office of the U.S. Courts for the postage.

Attachments:

Quote

Sample JQQ and Second Notice for all three locations

Required Terms and Conditions, Clause and Provisions

Wage Determination for the County of San Francisco (any other geographical location will need to submit the appropriate Wage Determination)

AO 213 – Vendor Information Sheet (needs to be filled out unless the vendor is already listed in SAM (System for Award Management)

**SF-18-One Step Juror Second Notice Mailing-**

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<i>Second Notice/JQQ</i>	<i>76,800</i>			
2	<i>Miscellaneous charges</i>				
3	<i>Pickup #10 windowed envelopes from Court, BREs and JQQs</i>	<i>Per trip</i>			
				<b>TOTAL</b>	

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

Date

DUNS number

\_\_\_\_\_  
Printed or Typed Name of Signature

\_\_\_\_\_  
Discount Terms or Net 30?

## ATTACHMENTS

### 1. PURCHASE ORDER TERMS AND CONDITIONS

#### Provisions and Clauses

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

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

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

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

- Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014) Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (JAN 2003)
- Clause 7-123 Performance and Obligation in Advance of Funds (Class Deviation)(JAN 2019)

The Judiciary has the authority to enter into or continue this contractual action and to obligate the Government in advance of appropriations; however appropriated funds are not currently available to make payments under this contract to liquidate this obligation. The Contractor is authorized to perform under this contract, as specified. When the appropriated funds become available, the Government will make payment in accordance with the terms of this contract. This clause supersedes conflicting terms of any other clauses in this contract dealing with contract payment or financing until funds are made available.

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

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

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

Clause 2-90D      Option to Extend the Term of the Contract (APR 2013)

The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

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

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

#### 4. **Incorporation of Department of Labor Wage Rate Determination**

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*

#### 2. **SUBMISSION OF QUOTE AND EVALUATION OF OFFERS**

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

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

#### **Solicitation Provisions Incorporated by Reference**

\_\_\_\_\_ Provision 2-70 Site Visit (JAN 2003)

\_\_\_\_\_ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

\_\_\_\_\_ Provision 3-135 Single or Multiple Awards (JAN 2003)

#### **Additional Solicitation Provisions**

Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a 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.

X Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 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 offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per 26 CFR 1.6049-4;

other \_\_\_\_\_.

(f) *Contractor representations.*



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

- Women Owned Business
- Minority Owned Business (if selected, then one sub-type is required)
  - Black American
  - Hispanic American
  - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - Individual/concern, other than one of the preceding.

\_\_\_\_ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

## **CERTIFICATION**

The offeror  does  does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

- (3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
- (1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and
  - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

\_\_\_\_ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011) | P A G E

- (a) The offeror shall check following certification:

## **CERTIFICATION**

The offeror [ ] does [ ] does not certify that –

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.
  
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
  - (1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
  
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.