

**REQUEST FOR PROPOSAL**

**CREATION OF JURY WHEELS**

**and**

**MAILING SERVICES**



**Central District of California**

**RFP: USDC19\_MAILINGSERVICES**

Shelly Root  
Contracting Officer  
United States District Court  
Central District of California  
255 East Temple Street, Suite 1100  
Los Angeles, CA 90012

**Open Market  
Request for Proposal (RFP)  
Lowest Price, Technically Acceptable**

RFP Number: USDC19\_MAILINGSERVICES

Request Date: August 24, 2018

To: Prospective Contractors

Re: Creation of Jury Wheels and Mailing Services

The United States District Court, Central District of California, requests proposals for creation of jury wheels and mailing services in accordance with the attached Statement of Work. The solicitation number is USDC19\_MAILINGSERVICES. Please see attached for the following additional information: Statement of Work, instructions for completion of proposal package, and applicable provisions and clauses.

A fixed price award from this RFP will be made on the lowest price, technically acceptable proposal.

Proposals shall be submitted via email to: [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@cacd.uscourts.gov), or hand delivered to: United States District Court, Central District of California, 255 East Temple Street, Suite 1100, Los Angeles, CA., 90012. **Proposals are due September 23, 2018 by 2:00 p.m. PST.**

Submit proposal in accordance with the instructions in Section L of this solicitation. Proposals and questions concerning this RFP should be addressed IN WRITING ONLY to Shelly Root, Contracting Officer. **Questions must be submitted by September 06, 2018 by 2:00 p.m. PST.**

Sincerely,

Shelly Root

Contracting Officer  
United States District Court  
Central District of California

# Part 1 – THE SCHEDULE - Section A Solicitation/Contract Form

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC19_MAILINGSERVICES CODE	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/24/2018	6. REQUISITION/PURCHASE NUMBER			
7. ISSUED BY United States District Court, Central District of California 255 East temple Street, Suite 1100, Los Angeles, CA 90012		8. ADDRESS OFFER TO (If other than item 7) Shelly Root, Contracting Officer <a href="mailto:shelly_root@cacd.uscourts.gov">shelly_root@cacd.uscourts.gov</a>					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

## SOLICITATION

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in Block 7 until 2:00 p.m. PST 09/23/2018  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Shelly Root, Contracting Officer Please submit questions in writing only via email.	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS <a href="mailto:shelly_root@cacd.uscourts.gov">shelly_root@cacd.uscourts.gov</a>
		AREA CODE NA/	NUMBER N/A	EXT.	

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## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFER-	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (1 copy unless otherwise specified)	ITEM Block 8
24. ADMINISTERED BY (If other than Item 7) Shelly Root, Contracting Officer		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print) Shelly Root		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

STANDARD FORM 33 (REV., 9-97) Prescribed by GSA - Far (48 CFR) 53.214 (c)

[END OF SECTION A]

## **Section B    Products or Services and Prices/Costs**

The United States District Court, Central District of California; hereinafter referred to as “CACD”, seeks a contractor to provide state-of-the-art bi-monthly mailing services for both petit and grand juror summonses, reminder letters with questionnaires, and other jury documents. Bi-monthly is defined as twice per month. The work also includes creating three master jury wheels using both Registrar of Voters (ROV) and California Department of Motor Vehicle (DMV) source lists. The DMV source list is composed of licensed drivers and identification cardholders.

For proposal purposes, the following general information is provided:

- Average number of summonses mailed per calendar year: 225,000
- Mailings may consist of the following:
  - Jury summons inside a left window envelope
  - Postcards
  - Reminder letters inside a left window envelope, with return envelopes, and questionnaires

The annual mailings requested is an estimate based on historical data, not to exceed 225,000 annual mailings.

**Table A: Base Year**

<b>BASE YEAR</b> <b>Commences upon contract award to September 30, 2019</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
101	Creation of three jury wheels using ROV and DMV source lists (one wheel for each of the three Court divisional offices).	1	Job		
102	Initial run of all three jury wheels against National Change of Address (NCOA) to ensure correct addresses.	1	Job		
103	Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 225,000 summons packets and reminder letters with questionnaires) per calendar year).	225,000 Annual mailings	Jury mailing packet (excluding postage) may include: A. Summons in left window envelope B. Postcard C. Reminder Letter in left window envelope, with return envelope, and questionnaire		
<b>TOTAL PRICE FOR BASE YEAR</b>					

**Table A.1 Contingency Tasks Base Year**

<b>BASE YEAR CONTINENCY TASKS</b> <b>Commences upon contract award to September 30, 2019</b> <b>Contingency Tasks will be purchased through a separate bilateral contract modification.</b>					
Item No.	Description	Quantity	Unit	Unit Price	Extended Price
CT.104	Quarterly runs of all three jury wheels against the NCOA database to ensure correct addresses. The unit price is for all three jury wheels to run the second, third, and fourth quarters. First quarterly run is Item No. 102.	Job	Quarter		
CT.105	Mailing Services: High profile juror mailings on an as-needed basis with 48 hours' notice. CACD will verify proofs within two business hours.	10 mailings Los Angeles	High profile mailings per Division (Grand Jury)		
CT.106	Mailing Services: Special trial juror mailings on an as-needed basis with 48 hour notice. CACD will verify proofs within two business hours.	3 mailings Los Angeles 1 mailing Santa Ana 1 mailing Riverside	Special trial mailings per Division (Grand Jury)		
CT. 107	Metered mail; see C.14.d	Job	Not to exceed \$100.00		
<b>TOTAL PRICE FOR BASE YEAR CONTINGENC Y TASKS</b>					

**Table B: Option Year 1**

See Clause 2-90D, Option to Extend the Term of the Contract, for more information.

<b>OPTION YEAR 1</b> <b>October 01, 2019 to September 30, 2020</b>					
Item No.	Description	Quantity	Unit	Unit Price	Extended Price
201	Creation of three jury wheels using ROV and DMV source lists (one wheel for each of the three Court divisional offices).	1	Job		
202	Initial run of all three jury wheels against National Change of Address (NCOA) to ensure correct addresses.	1	Job		
203	Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 225,000 summons packets and reminder letters with questionnaires) per calendar year).	225,000 Annual mailings	Jury mailing packet (excluding postage) may include: A. Summons in left window envelope B. Postcard C. Reminder Letter in left window envelope, with return envelope, and questionnaire		
<b>TOTAL PRICE FOR OPTION YEAR 1</b>					

**Table B.1 Contingency Tasks Option Year 1**

<b>OPTION YEAR 1</b> <b>October 01, 2019 to September 30, 2020</b> <b>Contingency Tasks will be purchased through a separate bilateral contract modification.</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CT.204	Quarterly runs of all three jury wheels against the NCOA database to ensure correct addresses. The unit price is for all three jury wheels to be run the second, third, and fourth quarters. First quarterly run is Item No. 202.	3	Quarter		
CT.205	Mailing Services: High profile or special trial juror mailings on an as-needed basis with 48 hours' notice. CACD will verify proofs within two business hours.	10 mailings Los Angeles	High profile mailings per Division (Grand Jury)		
CT.206	Mailing Services: Special trial juror mailings on an as-needed basis with 48 hour notice. CACD will verify proofs within two business hours.	3 mailings Los Angeles  1 mailing Santa Ana  1 mailing Riverside	Special trial mailings per Division (Grand Jury)		
CT. 207	Metered mail; see C.14.d	Job	Not to exceed \$100.00		
<b>TOTAL PRICE FOR OPTION YEAR 1 CONTINGENC Y TASKS</b>					



**Table C: Option Year 2**

See Clause 2-90D, Option to Extend the Term of the Contract, for more information.

<b>OPTION YEAR 2</b> <b>October 01, 2020 to September 30, 2021</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
301	Creation of three jury wheels using ROV and DMV source lists (one wheel for each of the three Court divisional offices).	1	Job		
302	Initial run of all three jury wheels against National Change of Address (NCOA) to ensure correct addresses.	1	Job		
303	Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 225,000 summons packets and reminder letters with questionnaires) per calendar year).	225,000 Annual mailings	Jury mailing packet (excluding postage) may include: A. Summons in left window envelope B. Postcard C. Reminder Letter in left window envelope, with return envelope, and questionnaire		
<b>TOTAL PRICE FOR OPTION YEAR 2</b>					

**Table C.1 Contingency Tasks Option Year 2**

<b>OPTION YEAR 2</b> <b>October 01, 2020 to September 30, 2021</b> <b>Contingency Tasks will be purchased through a separate bilateral contract modification.</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CT.304	Quarterly runs of all three jury wheels against the NCOA database to ensure correct addresses. The unit price is for all three jury wheels to be run the second, third, and fourth quarters. First quarterly run is Item No. 302.	3	Quarter		
CT.305	Mailing Services: High profile or special trial juror mailings on an as-needed basis with 48 hours' notice. CACD will verify proofs within two business hours.	10 mailings Los Angeles	High profile mailings per Division (Grand Jury)		
CT.306	Mailing Services: Special trial juror mailings on an as-needed basis with 48 hour notice. CACD will verify proofs within two business hours.	3 mailings Los Angeles  1 mailing Santa Ana  1 mailing Riverside	Special trial mailings per Division (Grand Jury)		
CT. 307	Metered mail; see C.14.d	Job	Not to exceed \$100.00		
<b>TOTAL PRICE FOR OPTION YEAR 2 CONTINGENC Y TASKS</b>					

**Table D: Option Year 3**

See Clause 2-90D, Option to Extend the Term of the Contract, for more information.

	<b>OPTION YEAR 3</b> <b>October 01, 2021 to September 30, 2022</b>				
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
401	Creation of three jury wheels using ROV and DMV source lists (one wheel for each of the three Court divisional offices).	1	Job		
402	Initial run of all three jury wheels against National Change of Address (NCOA) to ensure correct addresses.	1	Job		
403	Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 225,000 summons packets and reminder letters with questionnaires) per calendar year).	225,000 Annual mailings	Jury mailing packet (excluding postage) may include: A. Summons in left window envelope B. Postcard C. Reminder Letter in left window envelope, with return envelope, and questionnaire		
	<b>TOTAL PRICE FOR OPTION YEAR 3</b>				

**Table D.1 Contingency Tasks Option Year 3**

<b>OPTION YEAR 3</b> <b>October 01, 2021 to September 30, 2022</b> <b>Contingency Tasks will be purchased through a separate bilateral contract modification.</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CT.404	Quarterly runs of all three jury wheels against the NCOA database to ensure correct addresses. The unit price is for all three jury wheels to be run the second, third, and fourth quarters. First quarterly run is Item No. 402.	3	Quarter		
CT.405	Mailing Services: High profile or special trial juror mailings on an as-needed basis with 48 hours' notice. CACD will verify proofs within two business hours.	10 mailings Los Angeles	High profile mailings per Division (Grand Jury)		
CT.406	Mailing Services: Special trial juror mailings on an as-needed basis with 48 hour notice. CACD will verify proofs within two business hours.	3 mailings Los Angeles  1 mailing Santa Ana  1 mailing Riverside	Special trial mailings per Division (Grand Jury)		
CT. 407	Metered mail; see C.14.d	Job	Not to exceed \$100.00		
<b>TOTAL PRICE FOR OPTION YEAR 3 CONTINGENC Y TASKS</b>					

**Table E: Option Year 4**

See Clause 2-90D, Option to Extend the Term of the Contract, for more information.

<b>OPTION YEAR 4</b> <b>October 01, 2022 to September 30, 2023</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
501	Creation of three jury wheels using ROV and DMV source lists (one wheel for each of the three Court divisional offices).	1	Job		
502	Initial run of all three jury wheels against National Change of Address (NCOA) to ensure correct addresses.	1	Job		
503	Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 225,000 summons packets and reminder letters with questionnaires) per calendar year).	225,000 Annual mailings	Jury mailing packet (excluding postage) may include: A. Summons in left window envelope B. Postcard C. Reminder Letter in left window envelope, with return envelope, and questionnaire		
<b>TOTAL PRICE FOR OPTION YEAR 4</b>					

**Table E.1 Contingency Tasks Option Year 4**

<b>OPTION YEAR 4</b> <b>October 01, 2022 to September 30, 2023</b> <b>Contingency Tasks will be purchased through a separate bilateral contract modification.</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CT.504	Quarterly runs of all three jury wheels against the NCOA database to ensure correct addresses. The unit price is for all three jury wheels to be run the second, third, and fourth quarters. First quarterly run is Item No. 502.	3	Quarter		
CT.505	Mailing Services: High profile or special trial juror mailings on an as-needed basis with 48 hours' notice. CACD will verify proofs within two business hours.	10 mailings Los Angeles	High profile mailings per Division (Grand Jury)		
CT.506	Mailing Services: Special trial juror mailings on an as-needed basis with 48 hour notice. CACD will verify proofs within two business hours.	3 mailings Los Angeles  1 mailing Santa Ana  1 mailing Riverside	Special trial mailings per Division (Grand Jury)		
CT. 507	Metered mail; see C.14.d	Job	Not to exceed \$100.00		
<b>TOTAL PRICE FOR OPTION YEAR 4 CONTINGENC Y TASKS</b>					

**Total price for the Base Year and all four Option Years: \_\_\_\_\_**

**[END OF SECTION B]**

## **Section C Description/Specifications/Statement of Work (SOW)**

CACD serves over 18 million people in southern and central California, making it the largest federal judicial district by population. CACD is divided into three divisions, with jurisdiction over seven counties; Riverside, San Bernardino, Los Angeles, San Luis Obispo, Santa Barbara, Ventura, and Orange. Riverside and San Bernardino Counties constitute the Eastern Division; Los Angeles, San Luis Obispo, Santa Barbara, and Ventura Counties constitute the Western Division; and Orange County constitutes the Southern Division.

The contractor shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor is required to:

- 1) Merge source files and purge duplicate records;
- 2) Create three jury wheels annually from source lists per CACD requirements;
- 3) Confirm and update addresses through USPS NCOA;
- 4) Provide a secure process for mailing the juror packets, which include summonses, reminder postcards, reminder letters (with questionnaires), return envelopes, (mailing services include printing, sorting, collating, folding, and inserting; and
- 5) Transport and deliver mailings to USPS. CACD will provide forms, template forms and envelopes to the contractor.

CACD expects the highest level of professionalism from the contractor including performance, security and conduct.

**Project Management:** The contractor shall manage the total work effort associated with the services required herein to fully assure timely execution of the requirements. Project Management is full range of duties including, but not limited to, planning and scheduling.

**Workforce:** The contractor shall maintain a sufficient workforce, or the ability to retain a sufficient workforce, to complete the required services within the time specified herein. The contractor shall demonstrate in their proposal the current workforce available to provide the required services, or the ability to retain a sufficient workforce to provide the required services.

Upon award of a contract, CACD will schedule a kick-off meeting with the contractor.

### **C.1 Creation of Jury Wheels**

C.1.a CACD consists of seven counties divided into three divisions. The divisional offices are located in Los Angeles County, Orange County and Riverside County; referred to as Western, Southern and Eastern Divisions, respectively. The Master Wheels are currently comprised of names and addresses from both the Registrar of Voters (ROV) and California Department of Motor Vehicle (DMV) source lists. The DMV source list is composed of licensed drivers and identification cardholders. The master wheels for each division are comprised of the following counties:

<b>Western Division</b>	<b>Southern Division</b>	<b>Eastern Division</b>
Los Angeles Ventura Santa Barbara San Luis Obispo	Orange	Riverside San Bernardino

- C.1.b The contractor and any subcontractor who will have access to juror information shall indemnify CACD for damages caused by their failure to keep juror information confidential. (See Clause 5-5, Non-disclosure and Clause 7-35, Disclosure or Use of Information.) The contractor and subcontractor(s) shall have a secure facility to ensure the confidentiality of jury identity and information.
- C.1.c See Clause 7-35, Disclosure or Use of Information.
- C.1.d The contractor shall receive eight (8) source lists corresponding to the ROV's of the seven counties and to the DMV. The DMV source list, composed of licensed drivers and identification cardholders, will contain records spanning the seven counties. Each source list will be set in different formats (Excel, csv, DVD, FTP).
- C.1.e The contractor shall create Master Jury Wheels by performing merging and purging processes on the source lists. For example, the Southern Division wheel is to be created by combining the records from the Orange County ROV list and the records in the DMV list specific to Orange County. The combined list is then purged of duplicate and unqualifiable records.
- C.1.e.1 CACD will provide the purge criteria. For example, people on the DMV source list 17-years-old and under, and deceased individuals will be purged from Master Jury Wheels.
- C.1.f CACD will provide the predetermined number and proportion of names. This number will vary by division and county. The contractor's selection process shall meet the National Institute of Standards and Technology (NIST) certification. The contractor's process shall ensure that the mathematical odds of any single name being picked are substantially equal. The contractor shall participate in the defense of the algorithm in court in the event of a challenge to the random selection process at no additional cost to CACD.
- C.1.g The contractor shall comply with the Jury Selection and Service Act of 1968, (28 U.S.C. 1861, et seq.), and the CACD's "Jury Plan" (which can be found at CACD's website <http://www.cacd.uscourts.gov/>), which authorizes the use of electronic processing methods for the selection and recording of names for the master jury wheel(s), and for summoning jurors. The contractor shall provide a tilde (~) delimited report of those selected to be available in alphabetical sequence in the format described below.  
Each record (row) in the report shall be listed on a new line marked by a Carriage Return / Line Feed.

	Field Name	Length	Description
1	Participant Number	9 (Fixed)	Formatted as Division + 0 + Record Number See fields 22 and 25 for Division and Record Number. Example values: 203840884 – Western Division 504037182 – Eastern Division 804135322 – Southern Division
2	County Code	3 (Fixed)	037 – Los Angeles 059 – Orange



			065 – Riverside 071 – San Bernardino 079 – San Luis Obispo 083 – Santa Barbara 111 – Ventura
3	Last Name	20 (Variable)	
4	First & Middle Name	20 (Variable)	First and Middle names are separated by a space.
5	Address	40 (Variable)	
6	City	20 (Variable)	
7	State	2 (Fixed)	
8	Zip	10 (Fixed)	Example: 90012-4565
9	(reserved)	0 (Fixed)	Leave empty
10	(reserved)	0 (Fixed)	Leave empty
11	Status	1 (Fixed)	5
12	Date of Birth	19 (Fixed)	Formatted as YYYY-MM-DD 00:00:00 For example: 1974-09-08 00:00:00
13	(reserved)	0 (Fixed)	Leave empty
14	(reserved)	0 (Fixed)	Leave empty
15	(reserved)	0 (Fixed)	Leave empty
16	(reserved)	0 (Fixed)	Leave empty
17	(reserved)	0 (Fixed)	Leave empty
18	(reserved)	0 (Fixed)	Leave empty
19	(reserved)	0 (Fixed)	Leave empty
20	(reserved)	0 (Fixed)	Leave empty
21	(reserved)	0 (Fixed)	Leave empty
22	Record Number	10 (Variable)	Sequential Number. Initial Value provided by the Court.
23	(reserved)	0 (Fixed)	Leave empty
24	(reserved)	0 (Fixed)	Leave empty
25	Division	1 (Fixed)	2 – Western 5 – Eastern 8 – Southern
26	(reserved)	0 (Fixed)	Leave empty
27	(reserved)	0 (Fixed)	Leave empty
28	(reserved)	0 (Fixed)	Leave empty
29	(reserved)	0 (Fixed)	Leave empty
30	(reserved)	0 (Fixed)	Leave empty
31	(reserved)	0 (Fixed)	Leave empty
32	Source	1 (Fixed)	V – Voters D – Drivers O – Other
33	(reserved)	0 (Fixed)	Leave empty
34	(reserved)	0 (Fixed)	Leave empty
35	(reserved)	0 (Fixed)	Leave empty
36	(reserved)	0 (Fixed)	Leave empty
37	Pending Ind	1 (Fixed)	0
38	(reserved)	0 (Fixed)	Leave empty
39	(reserved)	0 (Fixed)	Leave empty
40	Name Pend Ind	1 (Fixed)	N
41	(reserved)	0 (Fixed)	Leave empty
42	(reserved)	0 (Fixed)	Leave empty
43	(reserved)	0 (Fixed)	Leave empty
44	(reserved)	0 (Fixed)	Leave empty
45	(reserved)	0 (Fixed)	Leave empty

C.1.h CACD will provide the source lists to the contractor. The contractor shall submit the completed

jury wheels for the ensuing year no later than two calendar weeks after the date upon which the source lists are made available to the contractor.

- C.1.i The Contractor shall provide CACD with the number of names in each jury wheel with the breakdown of the number from each source list in Secure File-Transfer Protocol (SFTP) format. The contractor shall provide this information with the jury wheels, which is no later than two calendar weeks after the date upon which the source lists are made available to the contractor.
- C.1.j Certification of Work: Following the creation of each jury wheel, the contractor shall execute a certification, under penalty of perjury, that all work performed has been completed pursuant to all instructions provided by CACD. Contractor's certification shall be considered as juror selection records as defined in Section 3 of the Jury Plan, and made available to the public pursuant to Section 12 of the Jury Plan.
- C.1.k The contractor shall provide three (3) jury wheels. Western Division approximately 200,000 names in the jury wheel; Southern Division approximately 100,000 names in the jury wheel; and Eastern Division approximately 100,000 names in the jury wheel.
- C.1.l Both CACD's Information Technology section and Jury Supervisor check the jury wheels for accuracy.

## **C.2 Juror Packets**

- C.2.a CACD's current process involves mailing a summons (no questionnaire) directing the prospective juror to access and complete the qualification questionnaire online. In the event a juror does not have access to a computer, the juror is instructed to call a specific telephone number and request the qualification questionnaire be sent by regular US mail. CACD will mail a "reminder postcard" to non-responsive jurors after 10 days. If a juror fails to respond in two weeks of their report date, a reminder letter with qualification questionnaire will be mailed to their home address. The contractor shall (1) mail the reminder postcard, and, if necessary, (2) mail the reminder letter, qualification questionnaire, with a return envelope, to those prospective jurors who fail to respond within two weeks of their report date.
- C.2.b Upon notification from CACD's Jury Supervisor, the contractor shall print, collate, fold, insert, and mail juror packets within 72 hours of receipt of request CACD's Jury Supervisor will complete the request via email notification to the contractor. This requirement pertains to both petit and grand jurors. The summonses are unique per division and will differ between petit jurors, grand jurors, and jurors called for long-term trials.
- C.2.c Upon notification from CACD's Jury Supervisor the contractor shall prepare and mail other "special" juror packets within 48 hours of receipt of request, the packets may include special screening letters and case specific/special questionnaires with return envelopes (contingency task). CACD will both order and purchase contingency tasks through a separate bilateral contract modification; see Section B Products or Services and Prices/Costs CT.105, CT.106, CT.205, CT.206, CT.305, CT.306, CT.405, CT.406, CT.505, and CT.506.
- C.2.d The contractor shall conduct the NCOA database run once upon completion of the merge and purge of source lists. CACD may request quarterly runs of the jury wheels (contingency task). CACD will both order and purchase contingency tasks through a separate bilateral contract modification;

see Section B Products or Services and Prices/Costs CT.104, CT.204, CT.304, CT.404, and CT.504.

- C.2.e The contractor shall provide email/report confirmation of all juror mailings: summonses, postcards, screening letters, and reminder letters with questionnaires. The contractor's email/report shall include the following information for each mailing: division and item mailed. If CACD' requests the contractor to run the juror pool through the NCOA database (contingency task), the email/report confirmation shall also include the number of jurors who were not mailed an item (summons, postcard, etc.), because they were no longer in CACD's jurisdiction.
- C.2.f For the mailing of summonses, the contractor shall also provide an affidavit of service as required by 28 U.S.C. § 1866(b) and the CACD's Jury Plan. Contractor's affidavit shall include the number of jurors initially drawn and the number of actual summonses, questionnaires if included, personal data forms if included, and special packets if included, that are mailed with specific date and time for each juror in the pool, and shall be made under penalty of perjury.

### **C.3 Confirmation of Notification**

- C.3.a Absent receipt of a delivery failure notification, all outgoing electronic mail notifications from CACD to contractor will be considered "delivered" as of the date and time CACD sent the electronic mail notification. Electronic notification is defined as one hour following delivery of the electronic mail, i.e. one hour following the date and time CACD sent the electronic mail, as recorded by CACD's electronic mail system. A confirmation message in response is preferred, but in the absence of such response will not affect the date and time of the electronic notification. As noted above, contractor shall complete the ordered mailing within 72 hours of the electronic notification.

### **C.4 Data Retrieval**

- C.4.a CACD will upload a file in the following format TEXT or CSV onto the contractor's-owned server. CACD's uploaded file will include juror's name and address, the court divisional location, the reporting dates of service, reporting time, the toll-free telephone number to call, and the juror's participating badge number.
- C.4.b Contractor shall elect one of the following two upload (transaction) options: Secure File-Transfer Protocol (SFTP) or Web Service.
  - C.4.b.1 If the SFTP option is elected, CACD will forward or retrieve data to a SFTP CACD-owned server. The contractor shall retrieve or upload data through this server via SFTP connection to prevent outside interception. CACD will provide contractor with credentials to log onto the server.
  - C.4.b.2 If the Web Service option is elected, CACD will upload or retrieve data through a web service owned by the contractor. A secure-socket layer (SSL) connection would be established by CACD to perform transactions. Contractor shall provide CACD with credentials to transact through Web Service.
- C.4.c The mailing data will remain encrypted. CACD will provide the contractor with necessary passwords to unencrypt the mailing data. Note: The mailing address provides only a five-digit zip code.

- C.4.d Contractor shall standardize the address line and add the Zip+4 ® extension and 11-digit bar code to all records to ensure that addresses are compliant with USPS regulations and eligible for the highest discount rate possible. Contractor shall update address lines and zip code extensions when contractor uses the NCOA database for validation.

## **C.5 Data Merging**

- C.5.a CACD will provide contractor with the text and variable fields of data for the shell documents of both petit and the grand jury summons, special screening letter, special questionnaire, postcard, reminder letter with questionnaire. There is one set of each of these documents per division. The variable data will consist of dates provided by CACD and the remainder of the data will come from data files containing participant numbers, names and addresses of jurors being summoned. Once the variable data has been entered, the contractor shall merge the data files into the respective documents to complete the process. The reminder letters (one per division) also contain variable data, and CACD will provide these letters electronically to the contractor. CACD will provide the reminder letters in a Microsoft Word document. Contractor may, at its discretion, make reminder letters in variable merge documents and CACD will provide that variable data.

## **C.6 Proofs**

- C.6.a Contractor shall provide CACD with one proof for each mailing document type see C.7.a). Contractor shall format proofs, defined as data, in Microsoft Word format. Contractor shall encrypt the proofs and make them available to CACD by utilizing one of the data retrieval options (see “Data Retrieval” section). Contractor shall notify CACD via email when the proofs are available for review and approval. CACD will approve or disapprove the proofs on the contractor’s web-based service. Contractor shall not proceed with any mailings until CACD approval of proofs is received by the contractor.

## **C.7 Printing**

- C.7.a Contractor shall print the jurors’ names and relevant information on CACD-provided forms summons, special screening letter, special screening questionnaire, postcard, and reminder letter with questionnaire. Note: each division has its own set of forms). CACD will notify the contractor via email with notification of each mailing six weeks prior to the juror’s report date. Reminder letters with questionnaires are mailed at least two weeks before the juror’s report date.

## **C.8 Collating Petit and Grand Jury Letters and Summonses**

- C.8.a Contractor shall collate the properly printed juror summons and screening letters for each division. Reminder letters and questionnaires are collated. **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.** Contractor shall include in its proposal how its process is automated for quality control.

## **C.9 Folding**

- C.9.a For each division, contractor shall tri-fold both petit and grand jury summonses, reminder letters with questionnaires, deferral summonses, and screening letters. Contractor shall ensure document tri-folds are exact as return envelopes are run through an envelope slicer and then questionnaires are run through a scanner for automated data entry. If tri-folds are not exact, the subsequent receipt

processes by CACD personnel must be completed manually. **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.** Contractor shall include in its proposal how its process is automated for quality control.

#### **C.10 Collating with Envelopes/Mailing Materials**

- C.10.a For each division, contractor shall both tri-fold and collate a reminder letter and questionnaire then insert these two items and a #9 return envelope into a #10 window envelope. This process includes prospective jurors who failed to respond online when called for petit, grand, or special long-term trials. **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.** Contractor shall include in its proposal how its process is automated for quality control.

#### **C.11 Conducting Quality Assurance**

- C.11.a Contractor shall conduct quality assurance throughout the process. These include verifying the reminder letter juror name and address match the juror name and address on the questionnaire, verifying a return envelope is included, and that the juror name and address can be seen in the window envelope. Contractor shall include in its proposal how its process is automated for quality control.

#### **C.12 Sealing the #10 Envelope**

- C.12.a Upon verification of mailing contents, contractor shall seal the #10 window envelope for mailing.

#### **C.13 Sorting and Completing Mail Preparation**

- C.13.a Contractor shall complete any final sorting required for mail preparation. To receive special pricing, contractor shall sort mail by zip code.

#### **C.14 Metering Mail**

- C.14.a. The minimum quantity to mail presorted first class is 300 pieces. CACD receives the applicable USPS bulk postage rate for 300 like pieces of mail sent at the same time. CACD is not responsible for bulk rate mailing costs. The contractor shall provide mailing services in accordance with standard commercial practices and all USPS regulations. All costs for bulk mailings are paid in full by the Administrative Office of the U.S. Courts; see C.14.b below.
- C.14.b The contractor shall complete a USPS Form PS3615 for bulk rate postage. An authorization memo from the Administrative Office of the United States Courts, and completed PS3615 is required by the U.S. Postal Service for this service. CACD will provide copies of the authorization memo and PS3615 to the contractor upon contract award.
- C.14.c The contractor shall complete and provide monthly to CACD Contracting Officer USPS Form 3600-EZ, which is a statement of the number of pieces and cost provided by the USPS for each juror mailing packet.
- C.14.d The bulk of the mailing will be completed through the permit mail process. In the event a piece of mail needs to be metered, **contractor shall provide any required postage in advance** and invoice CACD for the postage costs. Contractor shall invoice additional postage costs as a separate line

item on the contractor's invoice; see Section B Products or Services and Prices/Costs CT.107, CT.207, CT.307, C T.407, and CT.507.

C.14.e The average quantities per mailing run for summons, postcards, reminder letters and questionnaires is as follows, and are monthly amounts:

C.14.e.1 Summons mailings - Western Division approximately 4,000; Southern Division approximately 2,000; and Eastern Division approximately 2,000; monthly amounts

C.14.e.2 Postcard mailings - Western Division approximately 2,000; Southern Division approximately 1,000; and Eastern Division approximately 1,000; monthly amounts; and

C.14.e.3 Reminder Letter/Questionnaire mailings – Western Division approximately 1400; Southern Division approximately 600; and Eastern Division approximately 600 monthly amounts.

#### **C.15 Mailing Transaction Report**

C.15.a At the completion of each mailing, contractor shall forward to CACD's Contracting Officer the mailing transaction receipt from the USPS: USPS Postage Statement – First Class mail-Easy Non-automation Letters, Cards or Flats, PS Form 3600-EZ, to CACD's along with a total count of mailed envelopes using first class postage.

#### **C.16 National Change of Address (NCOA)**

C.16.a Once a year, when CACD is ready to refill its jury wheels, contractor shall run the newly-created master wheel of the CACD against the NCOA database once to ensure that the wheel contains the most up-to-date addresses. This process is requested by CACD towards the end of November to include both NCOA and deceased records. Contractor shall complete this step prior to the contractor surrendering the newly-created master wheel to CACD. Contractor shall provide a CSV file upon completion. Contractor shall accomplish this task within three business weeks upon request from CACD.

C.16.b Contingency Task: Upon request of CACD's Jury Supervisor, contractor shall provide additional NCOA runs (up to four additional NCOA runs; one NCOA run per quarter) of the three jury wheels. See Section B Products or Services and Prices/Costs CT.104, CT.204, CT.304, CT.404, and CT.504.

#### **C.17 Maintaining Security and Confidentiality**

C.17.a Contractor shall hold all information provided to contractor in strict confidence. Contractor shall not release or use any information for any other purpose except for the purpose herein stated. Upon award, contractor shall sign a confidentiality agreement. Additionally, contractor shall securely store all supplies provided by UDSC to contractor. Contractor shall allow access to this secure storage area to authorized contractor and CACD personnel. Contractor use of any information provided for any purpose other than for performance of awarded contract may constitute grounds for termination of the contract.

## **C.18 Inventory of Envelopes and Forms**

- C.18.a CACD will provide the contractor with a one year supply of forms (and a list of the form's unique identification number) and envelopes. When the yearly supply of any form reaches 30,000, the contractor will restock the supply by identifying the form by its unique form number and the quantity that is needed. Contractor shall also keep a running inventory to ensure orders are placed in a timely manner. CACD will provide a one year supply upon contract award. The forms are delivered directly to the contractor at CACD's cost.
- C.18.b CACD will provide the contractor with a one year supply of forms. When the yearly supply of any form reaches 30,000 the contractor needs to immediately notify CACD to reorder and deliver forms. The process for CACD to complete the reorder of forms and deliver to contractor is 60 calendar days. Notification is critical. Mailings may be delayed two to six weeks if the contractor exhausts its supply of envelopes or forms and CACD may incur additional costs for expedited delivery of new envelopes and forms. Contractor shall be held liable for any such increased costs incurred by CACD which result from untimely notice to reorder and provide new supplies of envelopes and forms.

## **C.19 Acceptable Quality Level Requirements**

- C.19.a CACD expects the highest level of accuracy for the work performed under this contract. Due to the confidential nature of CACD and personal juror information, it is imperative contractor complete these services error-free as mailings are consequential. In addition to privacy concerns associated with an individual whose mailing materials may be received by someone else, CACD is sensitive to perceptions of competency by its prospective jurors. Any sort of error, particularly frequent errors, could compromise the confidence of attorneys and litigants in the jury selection process. This could ultimately lead to a challenge and jeopardize the outcome of a federal court trial.
- C.19.b Additional quality level requirements include:
- C.19.b.1 Contractor shall run the newly-created master wheels against NCOA database once.
  - C.19.b.2 Upon notification from CACD, contractor shall complete 100% of juror mailings within 72 calendar hours, weekends included.
- C.19.c Acceptance will be determined based on 100% timeliness and 100% accuracy of all deliverables throughout the period of performance.

## **C.20 Information and Materials**

- C.20.a Government-furnished Information: CACD will provide contractor with the following information or provide access to the following information:
- C.20.a.1 Data files will contain all pertinent information (i.e., jurors' names, mailing addresses, report address, and on-call period, etc.), and will be available via Internet access in one of the following formats: Text (.txt) or Comma-Separated Value (.csv). **Note: The mailing addresses will only include a five-digit zip code.**

C.20.a.2 If the contractor elects the SFTP option, CACD will forward data to a CACD-owned SFTP server. The contractor shall retrieve or upload data through the server via SFTP connection to prevent outside interception. CACD will provide contractor with credentials to log onto the server.

C.20.a.3 If the contractor elects the web service option, CACD will upload or retrieve data through a web service owned by the contractor. A secure-socket layer (SSL) connection would be established by CACD to perform transactions. Contractor shall provide CACD with credentials to transact through web service.

C.20.b CACD will also provide contractor the following information or provide access to the following information:

C.20.b.1 Data files with jurors' names, mailing addresses, and other pertinent information will be available via SFTP access in one of the following formats: .txt or .csv. **Note: mailing addresses will only include a five-digit zip code.** CACD will provide contractor with a password to logon to a secured server to download the data. CACD will provide the contractor an electronic version of reminder letter in a Microsoft Word document.

#### **C.20.c Contractor-Furnished Materials**

C.20.c.1 Copy paper for all template documents,

C.20.c.2 Software and/or hardware necessary to access the Internet and/or retrieve data files,

C.20.c.3 Software and/or hardware necessary to successfully complete the merging, printing, sorting, collating, folding, inserting ,and mailing of juror documents and return envelope, and

C.20.c.4 Software and/or hardware necessary to access NCOA database.

#### **C.21 Government- Furnished Forms and Templates**

C.21.a CACD will provide the following one year supply of the following forms:

C.21.a.1 2018 Jury Summons – All Divisions (Attachment 1)

C.21.a.2 2018 Postponed Summons – All Divisions (Attachment 2)

C.21.a.3 Questionnaire – All Divisions (Attachment 3)

C.21.a.3a Attachment#03a (Questionnaire Wording) (Attachment 3a)

C.21.a.4 2016, Postcard9up (Attachment 4)

C.21.a.5 Screened Questionnaire (Attachment 5)

C.21.b CACD will provide the following template forms which contractor shall print:

C.21.b.1 J-15 LA Petit Reminder (Attachment 6)

C.21.b.2 J-15 SA Petit Reminder (Attachment 7)

C.21.b.3 J-15 RIV Petit Reminder (Attachment 8)

C.21.b.4 J-15 (SP) RIV Petit Reminder (Attachment 9)



- C.21.b.5 Screening Letter Eastern Division (Attachment 10)
- C.21.b.6 J-15 (SP) SA Petit Reminder (Attachment 11)
- C.21.b.7 Screening Letter Southern Division (Attachment 12)
- C.21.b.8 J-15 (SP) LA Petit Reminder (Attachment 13)
- C.21.b.9 Screening Letter Western Division (Attachment 14)
- C.21.b.10 J-15 (GJ) LA Grand Jury Reminder (Attachment 15)
- C.21.b.11 J-15 (GJ) SA Grand Jury Reminder (Attachment 16)
- C.21.b.12 J-15 (GJ) RIV Grand Jury Reminder (Attachment 17)

## **C.22 Storage Capability**

- C.22.a CACD will provide all necessary forms and templates for all three divisions (as listed in C.21 Forms and Templates and Section J List of Attachments) Contractor shall provide a secure storage space to maintain all CACD-provided supplies. CACD will purchase both the #9 and #10 envelopes in bulk and ship directly to the contractor. Contractor shall accept/receive shipments and securely store envelopes until needed. CACD will also ship the pre-printed forms directly to the contractor, and the contractor shall store these supplies as the contractor will be completing the final printing of the jurors' information on these forms.
- C.22.b Secured storage space is defined as a locked storage room with access limited to authorized contractor employees. Contractor shall grant access to CACD for the purpose of inspecting the premises at any time without advance notice to ensure CACD-provided supplies are adequately secured and access is limited to contractor's authorized employees.
- C.22.c Contractor shall immediately notify CACD if CACD-provided supplies are lost or stolen. Immediate notification is defined as a telephone call speaking directly to CACD Point of Contact (POC) (not leaving a voicemail) with a follow-up email message documenting the occurrence and circumstances within 24 hours of the discovered loss or theft. Should any loss or theft result from contractor's negligence, contractor shall be responsible for the cost of replacing the lost or stolen items.

## **C.23 Summons Schedule**

- C.23.a The numbers below are estimates of the standard number of people summoned for petit (trial) jury service. These numbers will vary depending on the needs of the court. There are usually 10-12 special long-term or notorious trials throughout the year that collectively require approximately 10,000 - 12,000 extra summonses to be mailed.

The table below is for **illustrative purposes only**.

<b>DIVISION</b>	<b>SUMMONS DATE</b>	<b>PRINT/MAIL SUMMONS (QUANTITY)</b>	<b>SEND POSTCARD (QUANTITY)</b>	<b>SEND REMINDER LETTER/QUESTIONNAIRE (QUANTITY)</b>
Western	7-22-19	6-6-19 (4,000)	6-20-19 (2,000)	7-4-19 (1,400)
Southern	7-22-19	6-6-19 (2,000)	6-20-19 (1,000)	7-4-19 (600)
Eastern	7-22-19	6-6-19 (2,000)	6-20-19 (1,000)	7-4-19 (600)

DIVISION	SUMMONS DATE	PRINT/MAIL SUMMONS (QUANTITY)	SEND POSTCARD (QUANTITY)	SEND REMINDER LETTER/QUESTIONNAIRE (QUANTITY)
Western	8-5-19	6-20-19 (4,000)	7-4-19 (2,000)	7-18-19 (1,400)
Southern	8-5-19	6-20-19 (2,000)	7-4-19 (1,000)	7-18-19 (600)
Eastern	8-5-19	6-20-19 (2,000)	7-4-19 (1,000)	7-18-19 (600)
Western	8-19-19	7-4-19 (4,000)	7-18-19 (2,000)	8-1-19 (1,400)
Southern	8-19-19	7-4-19 (2,000)	7-18-19 (1,000)	8-1-19 (600)
Eastern	8-19-19	7-4-19 (2,000)	7-18-19 (1,000)	8-1-19 (600)

C.23.b The number of summons will vary by division. The mailing schedule is based on providing an initial notification to jurors six weeks in advance of their scheduled jury duty week. Reminder letters are mailed two weeks in advance of the scheduled jury duty week. For example, summonses for the week of Tuesday, January 28, 2014, will be mailed on Tuesday, December 17, 2013, postcards will be mailed on Monday, December 30, 2013 and reminder letters will be mailed on Tuesday, January 14, 2014. Screened panels will require the mailing of a special screening letter, postcard, and reminder letter with questionnaire which CACD will provide electronically to the contractor. Except for the postcard, all other documents are unique per division (the differences are extremely important).

## **C.24 Jury Process Information**

C.24.a CACD currently operates a one appearance / one trial jury system. Jurors are on-call for two weeks. Summonses are sent out twice per month, approximately six weeks prior to the juror's report date. CACD will provide contractor with a mailing calendar listing the scheduled juror mailings. If on the initial appearance the juror is not selected to be on a trial, his/her service is completed.

## **C.25 Deliverables**

C.25a CACD will provide timelines for each mailing upon contract award. CACD will review PDF files provided by the contractor and approve print jobs. Once CACD has approved the file, the contractor shall print the job within the agreed timeframe. The contractor shall notify CACD when supplies are received. Generally, the timelines for the various functions are as follows:

C.25a.1 Contractor shall complete ordered mailings within 72-hours of electronic notification; 72 hours includes providing CACD with proofs and CACD's two business hours turnaround time for review and approval of proofs;

C.25.a.2 Contractor shall provide CACD with a proof for each mailing, including summons and reminder letter, which will include a questionnaire, for each bi-monthly

mailing, within 72 hours of ordered mailings;

- C.25.a.3 Upon completion of the merge and purge of source lists, contractor shall run the newly-created master jury wheel against the NCOA database once to ensure the master jury wheels contain up-to-date addresses, and provide CACD with the number of names in each jury wheel with the breakdown on the number from each source list; and,
- C.25.a.4 Contractor shall provide CACD with the total counts with the following information: confirmed moves, no new address, deceased suppression, and incorrect addresses without a valid substitute address within 72 hours of completion of the initial NCOA database run.
- C.25.a.5 Contractor shall provide CACD with the certification for completion of the work within 72 hours from the time the jury wheels are completed as detailed in C.1.j and within 72 hours from the time any mailing of summons is completed as detailed in C.2.g.
- C.25.a.6 Contractor shall provide CACD with the mailing transaction report as detailed in within 72 hours of completion.

## **C.27 Place of Delivery and Timeline of Deliverables**

C.27.a Contractor shall submit all deliverables to CACD's Jury Supervisor. Email or USPS acceptable.

CACD Review of Deliverables		
Section C	Task	Date Due
C.1.h	Provide source lists	First week of November.
C.4.a	Upload TEXT or CSV to contractor's server.	Fluctuates depending upon long-term trials, grand jury and two week service.
C.5.a	Provide text/variable fields of data.	Fluctuates depending upon long-term trials, grand jury and two week service.
C.7.a	Provide notification of each mailing.	Six weeks prior to the juror's report date.
C.18.a	Provide one year supply of forms (and a list of the form's unique identification number) and envelopes.	30 days upon contract award.
C.23.b	Provide screened panel special mailings; screening letter, postcard, and reminder letter with questionnaire.	Six weeks in advance notice to the juror service date.
C.26.a	Provide timeline of mailings.	Upon contract award.
C.26.a.1	Provide review and approval of proofs.	Two business hours upon receipt of proofs.

Deliverables		
Section C	Task	Date Due
C.1.h	Submit the completed jury wheels for the ensuing year	Two calendar weeks after the date upon which the source lists are made available.

C.1.i	Provide number of names in each jury wheel with the breakdown of the number from each source list in SFTP format.	Provide with jury wheels no later than two calendar weeks after the date upon which the course lists are made available.
C.1.j	Following the creation of each jury wheel, execute a certification under the penalty of perjury that all work, performed has been completed pursuant to all instructions.	After CACD verifies all date is accurate.
C.1.k	Provide three jury wheels.	No more than three calendar weeks upon receipt of sources lists.
C.2.c	Prepare special juror packets within 48 hours of receipt of request.	Contingency task to be ordered and purchased through a separate bilateral contract modification.
C.2.e	Provide email/report confirmation of all juror mailings: summonses, postcards, screening letters, and reminder letters with questionnaires.	Affidavit with invoice.
C.2.f	Provide affidavit of service	Submit with monthly invoice.
C.6.a	Provide one proof for each mailing document type.	Within five minutes of receipt of uploaded file records.
C.18.a	Request restock of supplied forms and envelopes.	When stock for any individual form or envelope reaches 30,000.
C.26.a.1	Complete ordered mailings with 72-hours of electronic notification; 72 hours includes providing CACD with proofs	Within 72-hours of electronic notification.
C.26.a.2	Provide CACD with a proof for each mailing, including summons and reminder letter, which will include a questionnaire, for each bimonthly mailing.	Within 72 hours of ordering mailings.
C.26.a.3	Run the newly-created master jury wheel against the NCOA database once to ensure the master jury wheels contain up-to-date addresses, and provide CACD with the number of names in each jury wheel with the breakdown on the number from each source list.	Upon completion of the merge and purge of source lists.
C.26.a.4	Provide the total counts with the following information: confirmed moves, no new address, deceased suppression, and incorrect addresses without a valid substitute address.	Within 72 hours of completion of the initial NCOA database run.
C.26.a.5	Provide the certification for completion of work	Within 72 hours from the time the jury wheels are completed as detailed in C.1.j, and within 72 hours from the time any mailing of summons is completed as detailed in C.2.g.

[END OF SECTION C]

## **Section D Packaging and Marking - RESERVED**

[END OF SECTION D]

## **Section E Inspection and Acceptance**

E.1 The following clause(s) are incorporated by reference into Section E (see Clause B-5, Clauses Incorporated by reference (SEP 2010), in Section I below for further information):

Clause Number	Clause Title	Clause Date
2-5B	Inspection of Services	April 2013

(end)

[END OF SECTION E]

## **Section F Deliveries or Performance**

### **F.1 Period of Performance**

The Base Period shall be for twelve (12) months commencing upon contract award. The contract also includes four (4) 12-month option periods as stated to extend the contract an additional four (4) years. Exercise of option year(s) is not guaranteed (See Clause 7-90D). Modifications to exercise Option Year(s) will be based on continued need, price review, the availability of each fiscal year's funding and the contractor's performance. Under no circumstances may the period of performance be extended for more than five years.

### **F.2 Place of Performance**

Services are expected to be performed at the Contractor's place of business.

### **F.3 Notice to the Government of Delays**

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, including any failure of electronic equipment/network which would prevent timely receipt of mailing notifications from CACD, the contractor shall immediately notify CACD's POC 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 Government 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.)

### **F.4 Waiver of Delivery Schedule**

Contractor shall not regard acceptance of delinquent deliveries as an extension, waiver or abandonment of the delivery schedule, or a waiver of the Government's rights to terminate the contractor for default. Any

assistance rendered to the awarded contractor, or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, the contractor shall not consider such assistance, if rendered, as the intention on the part of the Government to condone any delinquency.

**F.5** The following clause(s) are incorporated by reference into Section F (see Clause B-5, Clauses Incorporated by Reference (SEPT 2010), in Section I below for further information):\_

Clause Number	Clause Title	Clause Date
2-60	Stop-Work Order	January 2010

(end)

[END OF SECTION F]

## **Section G Contract Administration Data**

### **G.1 Schedule for Payment**

Payment will be remitted monthly for all deliverables for the associated period after receiving confirmation of acceptance. Contractor shall email invoices to CACD's Contracting Officer. Payment terms are NET30.

**G.2** The following clause(s) are incorporated by reference into Section G (see Clause B-5, Clauses Incorporated by Reference (SEPT 2010), in Section I below for further information):\_

Clause Number	Clause Title	Clause Date
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

(end)

### **G.4 Clause 7-10, Contractor Representative (JAN 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.

(end)

[END OF SECTION G]

## **Section H Special Contract Requirements**

### **H.1 Security Requirements**

CACD-provided mailing lists and all data CACD provides to the contractor are to be held in confidence and not released or used for any other purpose except for the purpose herein stated. Upon contract award, contractor shall sign a confidentiality agreement.

**H.2** The following clause(s) are incorporated by reference into Section H (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below or further information:

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

(end)

[END OF SECTION H]

## Part II – Contract Clauses

### Section I Contract Clauses

#### I.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>

Clause Number	Clause Title	Clause Date
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities of Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-50	Continuity of Services	January 2003
2-55	Privacy or Security Safeguards	January 2003
2-140	Judiciary IT Security Standards	April 2013
2-90A	Option for Increased Quantity	April 2010
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	June 2014
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Government	June 2014
3-45	Anti-Kickback Procedures	June 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	June 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	June 2012
3-105	Audit and Records	April 2011
3-120	Order of Precedence	January 2003
3-140	Notice to the Judiciary of Labor Disputes	January 2003
3-160	Service Contract Act of 1965	June 2012
3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multi-Year and Option Contracts)	June 2012
3-205	Protest After Award	January 2003
3-300	Registration in the System for Award Management (SAM)	April 2013
7-20	Security Requirements	April 2013
7-25	Indemnification	August 2004
7-30	Public Use of the Name of the Federal Judiciary	June 2014
7-35	Disclosure or Use of Information	April 2013



7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-115	Availability of Funds	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	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

(end)

### **I.2 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 \_\_30\_\_ calendar days prior to the contract's current expiration date.

(end)

### **I.3 Clause 2-90D, Option to Extend the Term of the Contract (APR 2013)**

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_30\_\_ calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_45\_\_ days before the contract expires. The preliminary notice does not commit the judiciary to an extension,
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_60\_\_ months.

(end)

**I.4 Clause 3-200, Service Contract Act – Place of Performance Unknown (JAN 2003)**

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: none. The contracting officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 14 calendar days after issuance of the solicitation.
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit offers. However, a wage determination will be requested and incorporated in the resultant contract retroactive to the date of contract award, and there will be no adjustment in the contract price.

(end)

[END OF SECTION I]

## Part III – List of Documents, Exhibits, and Other Attachments

### Section J List of Attachments

Attachment (Sample) Number	Document Name	Pages
<b>Forms 1 – 5</b>		
Attachment 1	2018 Jury Summons - All Divisions	2
Attachment 2	2018 Postponed Summons - All Divisions	2
Attachment 3	Questionnaire - All Divisions	2
Attachment 3a	Attachment#03a (Questionnaire Wording)	1
Attachment 4	2016, Postcard9up	2
Attachment 5	Screened Questionnaire	2
<b>Templates 6 - 18</b>		
Attachment 6	J-15 LA Petit Reminder	2
Attachment 7	J-15 SA Petit Reminder	2
Attachment 8	J-15 RIV Petit Reminder	2
Attachment 9	J-15 (SP) RIV Petit Reminder	2
Attachment 10	Screening Letter Eastern Division	2
Attachment 11	J-15 (SP) SA Petit Reminder	2
Attachment 12	Screening Letter Southern Division	2
Attachment 13	J-15 (SP) LA Petit Reminder	2
Attachment 14	Screening Letter Western Division	2
Attachment 15	J-15 (GJ) LA Grand Jury Reminder	2
Attachment 16	J-15 (GJ) SA Grand Jury Reminder	2
Attachment 17	J-15 (GJ) RIV Grand Jury Reminder	2

(end)

[END OF SECTION J]

## Part IV – Representations and Instructions

### Section K Representations and Certifications, and Other Statements of Offerors

**K.1** The following provision(s) are incorporated by reference into Section K (see Clause B-1, Solicitation Provisions Incorporated by Reference (SEP 2010), in Section L below for further information):

Provision Number	Provision Title	Provision Date
3-15	Place of Performance	January 2003

(end)

#### **K.2 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 Owned
  - ☐ Hispanic American Owned
  - ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - ☐ Asian-Pacific 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 Marshal Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guan, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, The Maldives Islands, or Nepal)
  - ☐ Individual/concern, other than one of the preceding.

(end)

**K.3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)**

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

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

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

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

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

(D) have \_\_\_\_, have not \_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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 the prosecution under 18 U.S.C. §1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

**K.4 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)**

- (a) The offeror 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 offeror 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 offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

- (3) no attempt has been made or will be made by the offeror 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 offeror'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 his 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 offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror'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 offeror deletes or modifies paragraph (a) (2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(end)

**K.5 Provision 3-130, Authorized Negotiators (JAN 2003)**

The offeror represents that the following person(s) are authorized to negotiate on its behalf with the judiciary in connection with this solicitation:

Name: _____	Name: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Fax: _____	Fax: _____

(end)

[END OF SECTION K]



## **Section L Instructions, Conditions, and Notice to Offerors**

### **L.1 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>

Provision Number	Provision Title	Provision Date
3-85	Explanation to Prospective Offerors	August 2004
3-95	Preparation of Offers	April 2013
3-100	Instructions to Offerors	April 2013
3-315	Submission of Electronic Funds Information with Offer	April 2013
3-210	Protests	June 2014
7-60	Judiciary-Furnished Property or Services	January 2003

(end)

### **L.2 Provision 4-1, Type of Contract (JAN 2003)**

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

(end)

### **L.3 Solicitation Copies and Enclosures**

One (1) copy of the solicitation will be furnished to any individual firm. It shall be the responsibility of the individual firm to reproduce additional copies for its use.

### **L.4 Format and Instructions for Proposals**

The following are to be submitted to the Contracting Officer at the address shown in Block 7 or the email shown in Block 8 of the SF33:

- L.4.a Copy of the Business Proposal, Technical Proposal, and Assumptions, Conditions, or Exceptions. A cover letter may accompany the proposal to set forth any information the offeror wishes to bring to the attention of CACD, excluding pricing information which is strictly limited to the price proposal. NO MARKETING MATERIALS.
- L.4.b SF33, Solicitation, Offer, and Acceptance, completed and signed by the offeror, constitutes

the offeror's acceptance of the terms and conditions of this solicitation USDC19\_MAILINGSERVICES. Therefore, the SF33 shall be signed by a representative of the offeror who is authorized to commit the offeror to contractual obligations. The offeror shall complete Blocks 12 through 18, including the signature. Erasures or other changes shall be initialed by the individual signing the proposal. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

- L.4.c Offerors shall thoroughly examine and follow the requirement for the entire contents of each section of the solicitation document, without exception. Failure to do so shall be at the offeror's own risk.
- L.4.d CACD will not pay any offeror's preparation costs in developing its proposal.
- L.4.e Proposal Preparation: The proposal is to consist of three parts (1) Business Proposal, (2) Technical Proposal, and (3) Assumptions, Conditions, or Exceptions. In the proposal, the offeror shall demonstrate the capacity to provide the services as outlines in Section C Descriptions/Specifications/Statement of Work.

#### **L.6 Business Proposal**

- L.6.a Standard Form 33: Complete Blocks 12, 13, 14, 15, 16, 17, and 18.
- L.6.b Price Proposal: Section B completed for all tables. Only the **open market** prices identified in Section B will be considered and no other costs will be paid.
- L.6.c Section G, Clause 7-10, Contractor Representative: provide requested information.
- L.6.d Section K, Representations and Certifications: provide all requested information.

#### **L.7 Technical Proposal**

- L.7.a CACD will use the offeror's Technical Proposal to determine whether the proposal is technically acceptable or nonresponsive. To be considered technically acceptable, the proposal will be evaluated to determine whether the proposed services and approach meet the requirements stated in this solicitation, and the offeror's capacity to satisfactorily perform the requirements under this solicitation. CACD will evaluate each offeror's proposal for compliance with the solicitations requirements. CACD reserves the right to conduct clarifications or discussions as necessary.
- L.7.b The offeror shall address how it intends to meet the requirements of Section C Description/Specifications/Statement of Work. This shall consist of a narrative for each subsection which both demonstrates the offeror's understanding of each section and demonstrates the approach the offeror plans to utilize to provide the required services.
- L.7.c Past Performance References. The offeror shall submit at least three references most similar to the work described in this solicitation in scope, size and complexity performed within the past three years. Provide the name, point of contact, telephone number, and email address. Offeror is advised references may be contacted; therefore, the references should be knowledgeable of the offeror's performance.

## **L.8 Assumptions, Conditions, or Exceptions**

L.8.a Identify any and all assumptions, conditions, or exceptions to the terms and/or conditions of this solicitation. If none are noted, the offeror agrees to comply with all the terms and conditions. It is not CACD's responsibility to seek out and identify any assumptions, conditions, or exception in an offeror's proposal.

**L.9 THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. CONTACT WITH ANY OTHER COURT OFFICIAL, EXCEPT THE CONTRACTING OFFICER, CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.**

[END OF SECTION L]

## **Section M Evaluation Factors for Award**

**M.1** The following provision(s) are incorporated by reference into Section M (see Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010), see in Section L above for more information).

Provision Number	Provision Title	Provision Date
3-70	Determination of Responsibility	January 2003

(end)

## **M.2 Past Performance**

M.2.a Past performance information provided in each proposal will be reviewed to determine whether referenced past performance services are both relevant and recent. Past performance service will be considered relevant if it required the offeror to provide creation of jury wheels and jury summonses mailing services similar in size, scope, and complexity to the services required under this solicitation. Past performance of these services will be considered recent if it was performed within the past three years. Information regarding the quality of an offeror's past performance will be evaluated only for services that are determined to be both relevant and recent.

M.2.b CACD will contact offeror's references for both relevant and recent past performance services and ask the following questions:

- Are/Were you satisfied with the courtesy and professionalism of the offeror in providing the services?
- Are/Were you satisfied with the quality and timeliness of the offeror in providing the services?
- Are/Were you satisfied with the offeror's overall performance in providing all the services?

- Would you recommend this offeror?

M.2.c The past performance of an offeror will be determined to be acceptable if responses to all questions are “Yes”. Any “No” responses may result in the offeror’s past performance being determined to be unacceptable. Unacceptable past performance will eliminate a proposal from being considered for award.

[END OF SECTION M]