

# REQUEST FOR QUOTE CREATION OF JURY WHEEL

Northern District of Florida

## **RFQ FLNDCLERK25-0002 - Jury Wheel Creation and Mail Service**

United States District Court  
Northern District of Florida  
One North Palafox Street  
Pensacola, FL 32502

### **Open Market Request for Quote (RFQ) Lowest Price Technically Acceptable**

Request Date: February 7, 2025

To: Prospective Contractors

Re: Jury Wheel Creation for U.S. District Court, Northern District of Florida.

The United States District Court, Northern District of Florida, requests quotes for Jury Wheel Creation Services in accordance with the attached Statement of Work. The solicitation number is FLNDCLERK25-0002. Please see attached for the following additional information: Instructions for completion of quote package, Statement of Work, and applicable terms and conditions. **Quotes are due Monday, February 24, 2025, by 4:00 CST (Central Standard Time).** A fixed price requirements contract will be awarded from the RFQ based upon a determination of which offer provides the lowest price, technically acceptable quote to NDFL.

Quotes must be sent via email to: [leayn\\_dunbar@flnd.uscourts.gov](mailto:leayn_dunbar@flnd.uscourts.gov), or by courier, or hand delivered to:

United States District Court  
Attn: LeAyn Dunbar  
Northern District of Florida  
One North Palafox Street  
Pensacola, FL 32502

Submit quotes in accordance with the instructions in Section L of the solicitation. Quotes and questions concerning this RFQ should be addressed in writing to LeAyn Dunbar, Contracting Officer.

**Questions Due: Tuesday, February 18, 2025, by 4:00 PM CST.**

Sincerely,

*LeAyn Dunbar*

Contracting Officer

United States District Court, Northern District of Florida

## Section B Products or Services and Prices/Costs

The United States District Court, Northern District of Florida; hereinafter referred to as “NDFL”, seeks a contractor to provide state-of-the-art mailing services for the juror qualification letters. The work also includes creating master jury wheel using State of Florida Registrar Voters List as the only source list.

For quote purposes, the following general information is provided:

- Average number of juror qualification letters mailed every odd calendar year: 122,000.
- Mailings will consist of the following:
  - Jury Qualification two-sided letter
  - #10 White Business envelope with window

The quantities cited in pricing tables are only estimates and the contractor shall not interpret the estimates as definitive numbers. The actual quantities ordered will depend on the responses of prospective jurors needed by NDFL.

**Table B: Initial Mailing**

<b>Begins Upon Date of Contract Award – Estimate March 1, 2023</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 jury wheel using ROV in January 2023.	1	Job		
102	Initial run jury wheel against National Change of Address & Deceased, & No individuals under the age of 18	1	Job		
103	Jury Wheel Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 122,000 Juror Qualification letters every odd calendar year).	122,000 Est.	Jury mailing packet (excluding postage) may include: A. Juror Qualification Letter (2-sided) B. Reminder Letter, with return envelope, and questionnaire		
104	#10 White Window Envelopes	122,000	Job		
<b>Total Price</b>					

**Table B.1 Contingency - Second Mailing**

<b>CONTINGENCY TASKS</b>					
<b>Begins Upon Date of Contract Award – Estimate March 1, 2023</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CT.104	Jury Wheel Mailing Services: printing, sorting, collating, folding, inserting, and mailing jury documents (based on 20,000-50,000 Juror Qualification Reminder letters every odd calendar year).	40,000, Pensacola 45,000, Tallahassee 30,000, Gainesville 6,500, Panama City	Job		
CT.105	Juror Qualification Questionnaire Form, printing, sorting, collating, folding, inserting, and mailing jury documents (based upon 20,000 – 50,000, prospective jurors that have not responded online)	40,000, Pensacola 45,000, Tallahassee 30,000, Gainesville 6,500, Panama City	Job		
CT.106	#9 Yellow Return Business Envelopes, printed and inserted.	40,000, Pensacola 45,000, Tallahassee 30,000, Gainesville 6,500, Panama City	Job		

CT.107	#10 White Window Envelopes, printed and mailed.	40,000, Pensacola 45,000, Tallahassee 30,000, Gainesville 6,500, Panama City	Job		
<b>Total Price for Contingency Tasks</b>					

**Total price:** \_\_\_\_\_

**Total price for all contingency tasks:** \_\_\_\_\_

## [END OF SECTION B]

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

NDFL is divided into four divisions, with jurisdiction over 23 counties. The **Gainesville Division** encompasses Alachua, Lafayette, Dixie, Gilchrist, and Levy Counties. The **Tallahassee Division** encompasses Leon, Gadsden, Liberty, Franklin, Wakulla, Jefferson, Taylor, and Madison Counties. The **Pensacola Division** encompasses Escambia, Santa Rosa, Okaloosa and Walton Counties. Lastly, the **Panama City Division** encompasses Jackson, Holmes, Washington, Bay, Calhoun, and Gulf Counties.

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 one jury wheel from source lists per NDFL requirements.
- 3) Convert the voter registration list with no social security numbers.
- 4) Remove addresses that are out of state, remove all addresses from Tampa, Orlando, Ocala, Jacksonville and Miami.
- 5) Update new addresses and update addresses that are no longer in the state/district.
- 6) Remove any individual or registered voter under the age of Eighteen.**
- 7) Random draw of wheel based upon division quotient.
- 8) Deceased suppression service, and
- 9) Confirm and update addresses through USPS NCOA.
- 10) Cass Certify, append zip-4 - Delivery point, validate records, identify/delete, incomplete/missing Non DPV/exact duplicate records in the file.
- 11) Separate data into groups/divisions by changed information.
- 12) Vendor will provide a report of completion with the information of changes and numbers.
- 13) Convert all data into Jury Management System (JMS 12.2) - IT will provide systematics.
- 14) Provide a secure process for mailing the juror packets, which include the two-side juror qualification letter, #10 business white envelope with window, reminder letters (with questionnaires), return envelopes, (mailing services include printing, sorting, collating, folding, and inserting).
- 15) Juror qualification questionnaire letters will be in color.
- 16) Have EDOC submission for postage
- 17) Transport and deliver mailings to USPS. NDFL will provide forms and template to the contractor.
- 18) Contractor will provide the envelopes, NDFL will provide the template.
- 19) Provide an invoice at the completion of the project.

NDFL 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 enough workforce, or the ability to retain enough workforce, to complete the required services within the time specified herein. The contractor shall demonstrate in their quote the current workforce available to provide the required services, or the ability to retain enough workforce to provide the required services.

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

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

C.1.a NDFL consists of 23 counties divided into four divisions. The divisional offices are in Alachua, Leon, Escambia and Bay Counties and is referred to as Gainesville, Tallahassee, Pensacola and Panama City Divisions, respectively. The Master Wheels are currently comprised of names and addresses from Registrar of Voters (ROV). The master wheels for each division are comprised of the following counties listed in the chart below.

<b>Gainesville Division</b>	<b>Tallahassee Division</b>	<b>Pensacola Division</b>	<b>Panama City Division</b>
Alachua	Leon	Escambia	Jackson
Lafayette	Gadsden	Santa Rosa	Holmes
Dixie	Liberty	Okaloosa	Washington
Gilchrist	Franklin	Walton	Bay
Levy	Wakulla		Calhoun
	Jefferson		Gulf
	Taylor		
	Madison		

C.1.b Contractor who will have access to juror information shall indemnify NDFL for damages caused by their failure to keep juror information confidential. The contractor and subcontractor(s) shall have a secure facility to ensure the confidentiality of jury identity and information.

C.1.c Contractor shall sign a confidentiality agreement ensuring they will not sell, rent or divulge any information from the source lists. Authorization for release of this information must be approved in advance by the Clerk of Court.

C.1.d Contractor shall receive one (1) source list corresponding to the ROV's of the 23 counties. The source list will be set in different formats (Excel, csv, etc.).

C.1.e Contractor shall create Master Jury Wheel by performing merging and purging processes on the source list. For example, the Pensacola Division wheel is to be created by combining the records from the Escambia, Santa Rosa, Okaloosa and Walton Counties ROV list.

C.1.e.1 NDFL' COR will provide the purge criteria. For example, people on the ROV source list 17-years-old and under, and deceased individuals will be purged from Master Jury Wheels.

C.1.f Contractor shall select a predetermined number of names in random from each of the source lists. 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 NDFL.

C.1.g NDFL' COR will provide the predetermined number and proportion of names. This number will vary by division and county.

C.1.h The contractor shall comply with the Jury Selection and Service Act of 1968, (28 U.S.C. 1861, et seq.), and the NDFL's "Jury Plan" (which can be found at NDFL's website <https://www.flnd.uscourts.gov/form/plan-random-selection-grand-and-petit-jurors>), 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.

Contractor shall provide a delimited report of those selected to be available in alphabetical sequence in the format described below:

- Last Name
- First Name and Middle Initial (space between first name and middle initial)
- Street Address
- City
- State “FL”
- Zip Code + 4 (if only 5-digit zip codes, **leave 109 - 113 blank**)
- Gender Identification (M or F)
- Date of Birth (mmddyyyy)
- County
- Voter Registration Number
- Source (V = Voters, D = Drivers, O = Other)

C.1.i NDFL’ COR 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.j The Contractor shall provide NDFL’ COR with the number of names in each jury wheel and a 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 courts lists are made available to the contractor.

C.1.k 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 NDFL. 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.2 Confirmation of Notification**

C.2.a Absent receipt of a delivery failure notification, all outgoing electronic mail notifications from NDFL’ COR to contractor will be considered “delivered” as of the date and time NDFL’ COR 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 NDFL sent the electronic mail, as recorded by NDFL’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.3 Data Retrieval**

C.3.a Contractor shall retrieve the needed mailing data (i.e. juror name and mailing address) via Internet access from NDFL-owned server. NDFL can provide this data in the following formats: TEXT (.txt) or Comma-Separated Value (csv).

C.3.b Contractor shall elect one of the following two data retrieval or upload (transaction) options: Secure File-Transfer Protocol (SFTP) or Web Service.

C.3.b.1 If the SFTP option is elected, NDFL will forward or retrieve data to a SFTP NDFL-owned server. The contractor shall retrieve or upload data through this server via SFTP connection to prevent outside interception. NDFL will provide contractor with credentials to log onto the server.

C.3.b.2 If the Web Service option is elected, NDFL will upload or retrieve data through a web service owned by the contractor. A secure-socket layer (SSL) connection would be established by NDFL to perform transactions. Contractor shall provide NDFL with credentials to transact through Web Service.

C.3.c Mailing data will remain encrypted. NDFL will provide the contractor with necessary passwords to unencrypt the mailing data. Note: The mailing address provides only a five-digit zip code.

C.3.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 linens and zip code extensions when contractor uses the NCOA database for validation.

#### **C.4 Data Merging**

C.4.a NDFL' COR will provide contractor with the text and variable fields of data for the shell documents of the juror qualification letter, and reminder letter with juror qualification questionnaire. There is one set of each of these documents per division. The variable data will consist of dates provided by NDFL' COR and the remainder of the data will come from data files containing participant numbers, names and addresses of prospective jurors to complete juror qualification online. 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 NDFL' COR will provide these letters electronically to the contractor. NDFL' COR will provide the reminder letters in a Microsoft Word document. Contractor may, at its discretion, make reminder letters in variable merge documents and NDFL will provide that variable data. NDFL' COR will provide the forms of the juror qualification questionnaire.

#### **C.5 Proofs**

Contractor shall provide NDFL with one proof for each. Contractor shall format proofs, defined as data, in Microsoft Word format. Contractor shall encrypt the proofs and make them available to NDFL by utilizing one of the data retrieval options (see "Data Retrieval" section). Contractor shall notify NDFL' COR via email when the proofs are available for review and approval. NDFL' COR will notify the contractor via email once the proofs are approved for printing and mailing within two business hours of the receipt of proofs. Contractor shall not proceed with any mailings until NDFL approval of proofs is received by the contractor.

#### **C.6 Printing**

Contractor shall print the jurors' names and relevant information on NDFL-provided forms (juror qualification questionnaire letter). Reminder letters with questionnaires are mailed at least three months after the juror questionnaire letter.

#### **C.7 Collating Juror Qualification Questionnaire Letters**

Contractor shall collate the properly printed juror qualification questionnaire letters for each division. Reminder letters and questionnaires forms are collated. **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.**

#### **C.8 Folding**

Contractor shall tri-fold juror qualification letter for each division. Contractor shall ensure document trifold is exact as return envelopes are run through an envelope slicer and then questionnaires are run through a scanner for automated data entry (Contingency). If trifold is not exact, the subsequent receipt processes by NDFL personnel must be completed manually. **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.**

## **C.9 Collating with Envelopes/Mailing Materials**

Contractor shall both trifold and collate juror qualification questionnaire letter into a #10 window envelope for each division. Contractor shall both trifold and collate reminder letter and juror qualification questionnaire form then insert these two items and a #9 yellow return envelope into a #10 window envelope for each Division (Contingency). **CONTRACTOR SHALL ENSURE THIS PROCESS IS ENTIRELY AUTOMATED.**

## **C.10 Conducting Quality Assurance**

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.

## **C.11 Sealing the #10 Envelope**

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

## **C.12 Sorting and Completing Mail Preparation**

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

## **C.13 Metering Mail**

- C.13.a. The minimum quantity to mail pre-sorted first class is 500 pieces. NDFL receives the applicable USPS bulk postage rate for 500 like pieces of mail sent at the same time. NDFL is not responsible for bulk rate mailing costs. The contractor shall provide mailing services in accordance with standard commercial practices and all USPS regulations
- C.13.b Contractor shall complete a USPS Form PS3615 for bulk rate postage. An authorization memo from the AO and completed PS3615 is required by the USPS for this service. NDFL will provide copies of the memo and PS3615 to the contractor.
- C.13.c Contractor shall complete and provide monthly to NDFL' COR, 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.13.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 NDFL for the postage costs. Contractor shall invoice additional postage costs as a separate line item on the contractor's invoice.

## **C.16 Mailing Transaction Report**

At the completion of each mailing, contractor shall forward 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 NDFL' COR along with a total count of mailed envelopes using first class postage.

## **C.17 National Change of Address (NCOA)**

Contractor shall run the newly created master wheel of the NDFL against the NCOA database once to ensure that the wheel contains the most up-to-date addresses. Contractor shall complete this step prior to the contractor surrendering the newly created master wheel to NDFL.

## **C.18 Maintaining Security and Confidentiality**

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 NDFL 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.19 Inventory of Envelopes and Forms**

C.1.a NDFL will provide the contractor with an exact number of forms (and a list of the form's unique identification number) and envelopes. When the supply of any form reaches 2,000, the NDFL 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. NDFL will provide a one-year supply upon contract award.

C.19.b Contractor shall provide 60 days' notification to NDFL' COR of the need to reorder supplies of envelopes and forms; notification is critical. Mailings may be delayed two to six weeks if the contractor exhausts its supply of envelopes or forms and NDFL may incur additional costs for expedited delivery of new envelopes and forms. Contractor shall be held liable for any such increased costs incurred by NDFL which result from untimely notice to reorder and provide new supplies of envelopes and forms.

## **C.20 Acceptable Quality Level Requirements**

C.20.a NDFL expects the highest level of accuracy for the work performed under this contract. Due to the confidential nature of NDFL 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, NDFL 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.20.b NDFL's acceptable quality level is an error rate of three percent or less for juror packets, and no more than four errors included in the proofs, within a one-year period. For any month in which the stated error rate is exceeded, NDFL may reduce the invoiced amount by 10%.

C.20.c Additional quality level requirements include upon notification from NDFL' COR, contractor shall complete 100% of juror mailings within 72 hours.

## **C.21 Supplies and Materials**

C.21.a NDFL will provide contractor with the following information or provide access to the following information:

- C.21.a.1 Data files will contain all pertinent information (i.e., jurors' names, and mailing addresses, 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.21.a.2 If the contractor elects the SFTP option, NDFL' COR will forward data to a NDFL-owned SFTP server. The contractor shall retrieve or upload data through the server via SFTP connection to prevent outside interception. NDFL' COR will provide contractor with credentials to log onto the server.
- C.21.a.3 If the contractor elects the web service option, NDFL' COR will upload or retrieve data through a web service owned by the contractor. A secure-socket layer (SSL) connection would be



established by NDFL to perform transactions. Contractor shall provide NDFL' COR with credentials to transact through web service.

C.21.b NDFL will also provide contractor the following information or provide access to the following information:

C.21.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.** NDFL' COR will provide contractor with a password to logon to a secured server to download the data. NDFL' COR will provide the contractor an electronic version of reminder letter in a Microsoft Word document.

C.21.c Contractor shall provide:

- C.21.c.1 Copy paper for all template documents,
- C.21.c.2 Software and/or hardware necessary to access the Internet and/or retrieve data files,
- C.21.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
- C.21.c.4 Software and/or hardware necessary to access NCOA database.

## **C.22 Forms and Templates**

C.22.a NDFL' COR will provide the following forms and templates:

- C.22.a.1 Juror Qualification Questionnaire Letter – All Divisions (Attachment 1)
- C.22.a.2 #10 window envelope – All Divisions (Attachment 2)
- C.22.a.3 Juror Qualification Questionnaire Form – All Divisions (Attachment 3)
- C.22.a.4 #9 Yellow Return Reply envelope – All Divisions (Attachment 4)

C.22.b NDFL' COR will provide the following template forms which contractor shall print:

- C.22.b.1 Reminder Letter – All Divisions (Attachment 5)

## **C.23 Storage Capability**

C.23.a NDFL' COR 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 NDFL-provided supplies. NDFL estimates 265 square feet of storage space is needed to maintain NDFL-provided supplies. NDFL will purchase both the #9 yellow and #10 envelopes in bulk and ship directly to the contractor. Contractor shall accept/receive shipments and securely store envelopes until needed. NDFL 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.23.b Secured storage space is defined as a locked storage room with access limited to authorized contractor employees. Contractor shall grant access to NDFL's Contracting Officer and/or COR for the purpose of inspecting the premises at any time without advance notice to ensure NDFL-provided supplies are adequately secured and access is limited to contractor's authorized employees.

C.23.c Contractor shall immediately notify NDFL' COR if NDFL-provided supplies are lost or stolen. Immediate notification is defined as a telephone call speaking directly to NDFL's Contractor Officer or COR (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.24 Juror Confidential Questionnaire Letter Schedule – Second Mailing

The numbers below are estimates of the standard number of prospective jurors, that have not responded online. These numbers will vary depending on the needs of the court.

The table below is for illustrative purposes only.

DIVISON	JUROR QUALIFICATION LETTER	PRINT/MAIL JQQ LETTER (QTY)	SEND REMINDER LETTER/QUESTIONNAIRE (QTY)			
Gainesville	03/17/2025, 30,000	03/17/2025, 30,000	08/25/2025, 30,000			
Tallahassee	03/17/2025, 45,000	03/17/2025, 45,000	08/25/2025, 45,000			
Pensacola	03/17/2025, 40,000	03/17/2025, 40,000	08/25/2025, 40,000			
Panama City	03/17/2025, 6,500	03/17/2025, 6,500	08/25/2025, 6,500			

The number of questionnaire letters will vary by division. The mailing schedule is based on providing an initial notification to prospective jurors three months in advance to complete the juror qualification questionnaire online. Reminder letters are mailed with juror qualification questionnaire (forms will be mailed from Scantron) which NDFL COR will provide electronically to the contractor.

## C.25 Juror Qualification Questionnaire Information

NDFL mails out the juror qualification questionnaire every odd year. Summonses are sent out, approximately four-six weeks prior to the juror's report date, once the juror is qualified to serve.

## C.26 Quantity

NDFL currently mails reminder letters, with questionnaires, four months before the start of the new jury wheel.

## C.27 Performance Conditions

The Acceptable Quality Level Requirements will be effective immediately after the contractor assumes performance.

## C.28 Deliverables

C.28.a NDFL' COR will provide timelines for each mailing upon contract award. Generally, the timelines for the various functions are as follows:

C.28.a.1 Contractor shall complete ordered mailings within 72 hours of electronic notification; 72 hours includes providing NDFL' COR with proofs and NDFL's two business hours turnaround time for review and approval of proofs.

C.28.a.2 Contractor shall provide NDFL' COR with a proof for each mailing which will include the juror qualification questionnaire letter, for each division mailing, within 72 hours of ordered mailings;

C.28.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. The contractor shall provide NDFL' COR with the number of names in each jury wheel and a breakdown on the number from each source list; and,

C.28.a.4 Contractor shall provide NDFL' COR with the following information: confirmed moves (MOVERS), incorrect addresses (ANKS), and incorrect addresses without a valid substitute address (NIKIES) within 72 hours of completion of the initial NCOA database run.

- C.28.a.5 Contractor shall provide NDFL' COR 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.
- C.28.a.6 Contractor shall provide NDFL with the mailing transaction report as detailed in C.16.a within 72 hours of completion.

## **C.29 Place of Delivery and Timeline of Deliverables**

Contractor shall submit all deliverables to the COR, Joan Kurtz, Jury Administrator.

**[END OF SECTION C]**

## **Section D: Packaging and Marking**

### **D.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 Number
2-45	Packing and Marking	August 2004

**[END OF SECTION D]**

## **Section E: Inspection and Acceptance**

### **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
2-5B	Inspection of Services	April 2013

**[END OF SECTION E]**

## **Section F Deliveries or Performance**

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

The period of performance is for twelve (12) months commencing upon date of contract award.

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

Services are to be performed at the Contractor's place of business. The Contractor's facility for performance shall be a secure facility.

### **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 NDFL, the contractor shall immediately notify NDFL's Contracting Officer and COTR 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.

#### **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 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
2-25A	Delivery, Terms and Contractor's Responsibilities	January 2003
2-60	Stop-Work Order	January 2010
7-200	Judiciary Delay of Work	January 2003

**[END OF SECTION F]**

## Section G Contract Administration Data

### G.1 Schedule for Invoice Payment

Invoice will be paid on a monthly basis. Contractor shall submit an original invoice to:

United States District Court  
Northern District of Florida  
**Attn: Accounts Payable, Suite 322**  
111 N. Adams Street, Ste. 322  
Tallahassee, FL 32301

### G.2 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
7-1	Contract Administration	January 2003
7-5	Contracting Officer's Representative	April 2013
7-125	Invoices	April 2011
7-115	Availability of Funds	January 2003

### G.3 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: Joan Kurtz, Jury Administrator, Northern District of Florida

Address: Joseph Woodrow Hatchett United States Courthouse and Federal Building  
111 North Adams Street, Tallahassee FL 32301

Telephone: (850) 521-3532

E-mail: [joan\\_kurtz@flnd.uscourts.gov](mailto:joan_kurtz@flnd.uscourts.gov)

- (b) The contractor's representative shall act as the 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 OF SECTION G]**

## Section H Special Contract Requirements

### H.1 Security Requirements

NDFL-provided mailing lists and all data NDFL 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 NDFL

confidentiality agreement.

## **H.2 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
1-1	Employment by the Government	January 2003
7-55	Contractor Use of Judiciary Networks	January 2003

## **[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
2-80	Judiciary Property	January 2003
2-140	Judiciary IT Security Standards	April 2013
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	January 2003
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Government	January 2003
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

4-20	Requirements	January 2003
6-40	Federal, State, and Local Taxes	January 2003
7-20	Security Requirements	April 2013
7-25	Indemnification	August 2004
7-30	Public Use of the Name of the Federal Judiciary	January 2003
7-35	Disclosure or Use of Information	April 2013
7-40	Judiciary-Contractor Relationships	January 2003
7-80	Competition in Subcontracting	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-115	Availability of Funds	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-160	Limitation on Withholding of Payments	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
7-230	Termination for Default (Fixed Price – Products and Services)	January 2003
7-235	Disputes	January 2003

#### **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: To be provided once vendor is selected. The contracting officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 11 calendar days after issuance of the solicitation.

#### **I.5 Clause 4-5, Ordering (AUG 2004) (DEVIATION)**

- (a) Products or services to be furnished under this contract will be ordered by email notification by the individuals designated in each Blanket Delivery Order. (See G.5)
- (b) All orders are subject to the terms and conditions of this contract and will specify the required completion date for performance of each order. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between an order and this contract, this contract will control.
- (c) Orders are considered “issued” one hour from the time of day sent by NDFL personnel as recorded by NDFL’s electronic mail system.

**[END OF SECTION I]**

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

### Section J List of Attachments

Attachment (Sample) Number	Document Name	Number of Pages
<b>Forms 1 – 8</b>		
Attachment 1	Juror Qualification Questionnaire Letter 2-Sided – All Divisions, prints in color	1
Attachment 2	Juror Qualification Questionnaire Form – All Divisions – 2-sided, prints on one page only	1
Attachment 3	Second Reminder Letter 2 -Sided – All Divisions	2
<b>Templates 1-2</b>		
Template 1	#10 White window envelope – All Divisions	1
Template 2	#9 Yellow Return Reply envelope – All Divisions	1

[END OF SECTION J]

## Part IV – Representations and Instructions

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

#### K.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
3-15	Place of Performance	January 2003

#### 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 Marshall 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.

### **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.

#### **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 this provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *(insert full name of person(s) in the 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

#### **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 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
3-210	Protests	September 2010
7-60	Judiciary-Furnished Property or Services	January 2003

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

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

### **L.3 Inquiries**

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer by January 6, 2019, 4:00 CST.

All correspondence relating to the solicitation document shall be submitted to:

LeAyn Dunbar, Contracting Officer  
United States District Court, Northern District of Florida  
One North Palafox Street, Pensacola, FL 32502  
Email: leayn\_dunbar@flnd.uscourts.gov

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

This section provides instructions on how to prepare and submit a quote in response to this Solicitation. NDFL will not pay any Offeror's preparation costs in developing its quote.

**L.4.1 Quote Instructions** the Offeror's quote shall provide all the information requested below. A cover letter may accompany the quote to set forth any additional information that the Offeror wishes to bring to the attention of NDFL.

#### **L.4.2 Quote Format**

Quote should include the following:

- Cover Sheet
- Section B, Contract Pricing/Completed Section
- Section G, Contractor Representative
- Section K, Representations and Certifications
- Assumptions, Conditions, or Exceptions
- Technical Approach
- Quality Assurance Plan
- Prior Experience and Past Performance
- Key Personnel

### **L.5 Receipt of Quotes**

Quotes are due no later than 4:00 p.m. CST on Wednesday January 16, 2019. Emailed quotes will be accepted.

**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 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 found on the judiciary's public website.

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

### **M.2 General**

Contract award will be made to the Offeror whose quote conforms to the Solicitation and is determined to be the lowest price/technically acceptable to NDFL, price and other factors considered as described below.

### **M.3 Technical Evaluation**

Quotes will be evaluated based upon the information contained in the Offeror's quote, as well as any other outside information available to NDFL. The quotes will be evaluated based on the evaluation factors set forth below:

- A. Technical Approach (I.6.1)
- B. Quality Assurance Plan (I.6.2)
- C. Past Performance (I.6.3)
- D. Key Personnel (I.6.4)

### **M.4 Contract Award**

NDFL intends to award one contract resulting from this solicitation. Contract award will be made to the responsible Offeror whose offer represents the lowest price/technically acceptable quote to NDFL.

**[END OF SECTION M]**