

**REQUEST FOR PROPOSAL (RFP)**

**USDC 11-2559-1  
Seattle US Mail Services**

**U.S. DISTRICT COURT  
ADMINISTRATIVE SERVICES**

**Mark Farley  
Procurement  
700 Stewart Street, Suite 2218  
Seattle, Washington 98101  
mark\_farley@wawd.uscourts.gov  
206-370-8491  
206-370-8485 Fax**

RFQ Number: USDC 11-2559-1  
Request Date: August 24, 2010

**Notes:**

This is a request for **Open Market Pricing** on US mail pickup and services for our US District Court Seattle, WA location for mail services for our 4 court units: US District Court, US Probation, US Pretrial Services and US Bankruptcy. The term of the agreement will run from October 1, 2010 – September 30, 2011.

Proposals may be faxed or e-mailed to the below listed address by **Wednesday, September 8, 2010 at 2:00pm Pacific Time**. Hand carried proposals are to be delivered by the same date and time at the address below to Mark Farley. Please submit a proposal detailing all costs for services as outlined in the Statement of Work section below.

**Award of this RFP will be made based on the lowest priced, technically acceptable offer.**

Proposals and questions concerning this RFP should be addressed to:

Mark Farley, Procurement  
U.S. District Court  
700 Stewart Street, Suite 2218  
Seattle, WA 98101  
Phone: (206) 370-8491  
Fax: (206) 370-8485  
Email: [mark\\_farley@wawd.uscourts.gov](mailto:mark_farley@wawd.uscourts.gov)

Many thanks,

Mark Farley  
Contracting Officer

## **STATEMENT OF WORK**

The United States District Court is soliciting offers via this Request for Proposal (RFP) for the selected vendor to provide pickup of US mail and services for its Seattle, WA courthouse location, serving the US District Court, US Probation, US Pretrial Services, and US Bankruptcy Court units.

**Note:** at some point early in our fiscal year 2011 (October 1, 2010 – September 30, 2011), US Probation and US Pretrial Services will merge into a single court unit.

### **The Process:**

The selected vendor will pick up US Mail from a central location at the Seattle US District Courthouse at 700 Stewart Street weekdays at 4pm. All mail will be separated by agency and have count sheets with each agency's mail noting the type of mail left for pickup. Mail is to be metered at selected vendor's premises, processed, and mailed within 24 hours of pickup from the Seattle Courthouse. Also included will be mail with postage already affixed to be mailed.

### **Types of Mail:**

The different types of mail requiring metering include the following:

1. First class letters
2. First class flats
3. First class certified
4. First class international
5. Postcards
6. Boxes (rarely)

The approximate monthly first class letter volume by agency is as follows (includes jury mailings):

US District Court - 3200

US Probation - 500

US Pretrial Services - 350

US Bankruptcy Court - 750

First class flats, certified mail and international mail, postcards, and boxes have considerably less volumes. Figures stated here and throughout this RFP are only rough estimates and do not guarantee monthly volume as stated.

### **Jury Mailings:**

In addition to regular mailings, our jury department will send out larger quantities of juror questionnaires and jury summons notices. The vendor will be notified to expect such mailings with a particular day's pick-up.

For questionnaires, the selected vendor will receive the mailing envelopes, the questionnaires, and business reply envelopes. The vendor is to fold the questionnaire, which requires folding in specific areas to ensure that they are small enough to be returned in business reply envelopes, so that the address of the recipient shows in the window of the mailing envelope. The questionnaire and business reply envelope will then need to be inserted into the mailing envelope, metered and mailed to intended recipient. On average, about 20,000 questionnaires are sent out per year.

For juror summons, the vendor will receive the summons, a separate insert, a business reply envelope and the mailing envelope. The summons document and a separate insert will need to be folded (again with the recipient's address showing in the mailing envelope's window) and inserted into the mailing envelope along with the business reply envelope before being metered and mailed. On average, 500 or so summons are sent out per month, usually in 2 separate batches per month.

**Postage:**

Where possible, postage charges will be invoiced in a separate section on the same monthly invoice document.

**Invoicing:**

Invoicing is to be done monthly for each of the 4 agencies. All US District Court, US Probation and US Pretrial Services invoices are to be sent to:

Nealann Skari  
US District Court  
700 Stewart Street, Suite 2218  
Seattle, WA 98101

Invoices for US Bankruptcy Court can be sent to:

Don Price  
US Bankruptcy Court  
700 Stewart Street, Suite 6301  
Seattle, WA 98101

**Required from vendor:**

Please submit a pricing schedule detailing all costs associated with the pickup and processing of all mail types specified in this statement of work.

Also, please provide pricing on the following single-day scenario of mail to be picked up by your company using your quoted pricing schedule. Please show all costs.

500 first class letters (200 sealed, 300 unsealed and requiring the folding of 2 inserts), 15 first class flats (all sealed), 3 certified letters (all sealed), 5 international letters (all to Canada), 25 unmetered postcards, first class mail box weighing 18 pounds.

**Wage Rate Determination**

Due to the estimated cost of this procurement, wage determinations will be necessary pursuant to the Davis-Bacon Act and/or the Service Contract Act as determined by the Department of Labor.

Please see [www.wdol.gov](http://www.wdol.gov) for worker benefits under the Service Contract Act.

## PURCHASE ORDER TERMS AND CONDITIONS

### PROVISIONS AND CLAUSES

#### **JP3 Clause B-5, Clauses Incorporated by Reference (JAN 2003)**

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

<http://www.uscourts.gov/procurement/clauses.htm>

The following clauses are included by reference.

- **JP3 Clause 1-1 - Employment by the Government (JAN 2003)**

*See website*

- **JP3 Clause 1-5 - Conflict of Interest (AUG 2004)**

*See website*

- **JP3 Clause 2-5A - Inspection of Products (JAN 2003)**

*See website*

- **JP3 Clause 2-5B - Inspection of Services (AUG 2004)**

*See website*

- **JP3 Clause 2-15 - Warranty Information (JAN 2003)**

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The judiciary will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.

- **JP3 Clause 2-20A - Incorporation of Warranty (JAN 2003)**

Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the judiciary, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

- **JP3 Clause 2-20C - Warranty of Services (JAN 2003)**

*See website*

- **JP3 Clause 2-60 - Stop-Work Order (JAN 2003)**

*See website*

- **JP3 Clause 3-5 – Taxpayer Identification (JAN 2003)**

*See website*

- **JP3 Clause 3-10 – Data Universal Numbering System (DUNS) Number (JAN 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, shall call Dun and Bradstreet at 1-800-333-0505. The offeror shall be prepared to provide the following information:

- (1) company name;
- (2) company address;
- (3) company telephone number;
- (4) line of business;
- (5) chief executive officer/key manager;
- (6) date the company was started;
- (7) number of people employed by the company; and
- (8) company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

- **JP3 Clause 3-15 – Place of Performance (JAN 2003)**

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

- **JP3 Clause 3-90 – Late Submissions, Modifications, and Withdrawals of Offers (JAN 2003)**

*See website*

- **JP3 Clause 3-100 - Instructions to Offerors (JAN 2003)**

*See website*

- **JP3 Clause 3-160 - Service Contract Act of 1965, as Amended (JAN 2003)**

*See website*

- **JP3 Clause 3-170 - Statement of Equivalent Rates for Federal Hires (JAN 2003)**

*See website*

- **JP3 Clause 3-205 - Protest after Award (JAN 2003)**

*See website*

- **JP3 Clause 7-20 - Security Requirements(JAN 2003)**

The contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI and/or U.S. Marshals Service screening.

- **JP3 Clause 7-30 - Public Use of the Name of the Federal Judiciary (JAN 2003)**

(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other

media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

- **JP3 Clause 7-35 - Disclosure or Use of Information (AUG 2004)**

*See website*

- **JP3 Clause 7-40 - Judiciary - Contractor Relationships (JAN 2003)**

*See website*

- **JP3 Clause 7-60 - Judiciary-Furnished Property or Services (JAN 2003)**

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.

- **JP3 Clause 7-65 - Protection of Judiciary Buildings, Equipment, and Vegetation(JAN 2003)**

*See website*

- **JP3 Clause 7-85 – Examination of Records (JAN 2003)**

*See website*

- **JP3 Clause 7-130 – Interest (Prompt Payment) (JAN 2003)**

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

- **JP3 Clause 7-135 – Payments (JAN 2003)**

The judiciary will pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment will be made on partial deliveries accepted by the judiciary if:

- (1) the amount due on the deliveries warrants it; or
- (2) the contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

- **JP3 Clause 7-140 - Discounts for Prompt Payment (JAN 2003)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time will be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date will be calculated from the date the designated billing office receives a proper invoice, provided the judiciary annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment will be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount

date falls on a Saturday, Sunday, or legal holiday when judiciary offices are closed and judiciary business is not expected to be conducted, payment may be made on the following business day.

- **JP3 Clause 7-145 – Government Purchase Card (JAN 2003)**

(a) Card holders may use an authorized government purchase card to make payments for orders placed against this contract.

(b) Purchase Card Terms - In accepting the purchase card as payment, the contractor agrees to abide by the terms of the GSA purchase card contract.

(c) Backorder - In accordance with the GSA purchase card contract, the contractor may not charge for back-ordered products before shipment,

(d) Taxes - Government purchases are generally not subject to state or local taxes, with limited exceptions in Arizona, New Mexico and Hawaii.

(e) Unauthorized card - If the contractor determines that the card bearer is not an authorized cardholder, or that the card is not an authorized government purchase card, then the contractor shall immediately notify the contracting officer.

(f) Disputes - Any purchase card disputes will be resolved in accordance with the GSA purchase card contract.

(f) Payments - Purchase card payments will be made in accordance with the GSA purchase card contract.

- **JP3 Clause 7-150 – Extras (JAN 2003)**

Except as otherwise provided in this contract, no payment for extras will be made unless such extras, and the price for such extras, have been authorized in writing by the contracting officer.

- **JP3 Clause 7-185 – Changes (JAN 2003)**

*See website*

- **JP3 Clause 7-200 – Judiciary Delay of Work (JAN 2003)**

*See website*

- **JP3 Clause 7-205 – Payment for Judiciary Holidays (JAN 2003)**

*See website*

- **JP3 Clause 7-210 – Payment for Emergency Closures (AUG 2004)**

*See website*

- **JP3 Clause 7-220 – Termination for Convenience of the Judiciary (Fixed-Price) (JAN 2003)**

*See website*

- **JP3 Clause 7-230 – Termination for Default (Fixed-Price - Products and Services) (JAN 2003)**

*See website*

- **JP3 Clause 7-235 - Disputes (JAN 2003)**

(a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other

specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.

(b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superseded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.

(c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.

(d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.