

UNITED STATES DISTRICT COURT
Northern District of California
CLERK'S OFFICE ADMINISTRATION DEPARTMENT
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102

ANITA M. BOCK
Chief Deputy of Administration

REQUEST FOR QUOTATION

This is a Request for Quote (RFQ) for OPEN MARKET PRICING / TECHNICALLY ACCEPTABLE for a contractor to perform work on an internal controls evaluation. Award will be made on the basis of the lowest fixed priced technically acceptable quote.

Request Date: November 16, 2016
Request Closing: November 28, 2016
RFQ Number: USDC-CAND-IA-2016-01

SPECIAL NOTES AND INSTRUCTIONS

This is a request by the United States District Court, Northern District of California (the "Court") for Open Market Pricing. All items should be quoted F.O.B. destination. A fixed price award from this RFQ will be made based on the lowest price, technically acceptable offer. Quotes must be emailed to the below listed court representative at the listed address no later than 10:00 a.m. (PST) on the Requested Closing Date:

*Riyaz Mohammed, IT Budget and Procurement Specialist
U.S District Court | Northern District of California
450 Golden Gate Avenue, Room 16-1120
San Francisco, CA 94102
Riyaz_Mohammed@cand.uscourts.gov*

All questions or clarification requests should be submitted in writing no later than two (2) working days prior to the Request Closing Date, preferably via email to the above email address.

STATEMENT OF WORK-ANNUAL INTERNAL CONTROLS EVALUATION

INTRODUCTION

The United States District Court (District Court) for the Northern District of California seeks a contractor to perform a modified Annual Internal Control Evaluation. The District Court wants to have the evaluation conducted for part of Fiscal Year 2015 (09/01/15 – 09/30/15) and the totality of Fiscal Year 2016 (10/01/2015 – 09/30/2016).

PURPOSE

This Statement of Work presents the necessary information for potential contractors to provide the Court with a quote to perform a modified internal control evaluation identified in the introduction paragraph. Evaluators of internal controls are required to have sufficient independence and the Clerk of Court seeks evaluators external to the organization to ensure that evaluators are not, nor have been, a party to the transactions being tested. Using an external independent third party entity to conduct the internal review most successfully determines whether or not the Clerk's Office is in compliance with all relevant judiciary policies, regulations and procedures.

THE CONTRACT

SCOPE

Volume 11 of *The Guide to Judiciary Policy (The Guide)* identifies a number of functional areas that must be evaluated and the areas identified in the Statement of Work include financial management, procurement, human resources, budget management, jury management and Criminal Justice Act payments. The areas to be evaluated are more fully listed in Attachment. The following specific tasks are to be performed for each functional area listed in the Statement of Work:

- ↯ Select a sample set of transactions for each functional area identified using a systematic method.
- ↯ Document the functional area, the specific items examined, and the systematic method used for the selection.
- ↯ Check the accuracy of figures and totals and reconcile them as appropriate to other reports.
- ↯ Examine documentation, authorities, delegations of authority and approvals related to the transactions.
- ↯ Determine, based on the analysis done, whether internal controls requirements have been met and reasonable assurance achieved.
- ↯ Document all findings in writing.

SPECIAL REQUIREMENTS

The successful contractor should have in-depth experience and expertise performing audits of judiciary financial operations, reviewing judiciary internal controls, and interpreting federal judiciary policy and regulation, or at a minimum, comparable federal government auditing experience. Contractors must submit evidence of their expertise and experience as part of their proposal.

ADDITIONAL INFORMATION

Each functional area in Volume 11 lists control activities in these major categories:

- **Assignment of Responsibility and Segregation of Duties**
 - ◆ The Contractor shall ensure that transactions and other significant events are authorized and executed only by persons acting within their scope of delegated authority.
 - ◆ Key duties and responsibilities, as identified in The Guide, are divided or segregated among different people to reduce the risk of error or fraud.
- **Control Over Assets**
 - ◆ Verify that the Court has established physical controls to secure and safeguard vulnerable assets. Examples include security for and limited access to cash, securities, property, information systems, and records which might be vulnerable to risk of loss, theft or unauthorized use.
- **Appropriate Records and Documentation**
 - ◆ Ensure that business transactions are clearly documented, and that documentation is readily available for examination. Determine whether records retention requirements are followed.
- **Verification and Review**
 - ◆ Verify that procedures have been established to ensure compliance with relevant Judiciary policies, the Court Unit Budget Organizational Plan and regulations as well as check the accuracy and validity of transactions.
- **Access Restrictions**
 - ◆ Ensure that access to sensitive or valuable resources and records are limited to authorized individuals and that accountability for their custody and use is assigned and maintained.

DESCRIPTION OF DELIVERABLES

Deliverables shall include a kickoff meeting with the District Court, a comprehensive draft or initial report, and a final comprehensive report. Both the draft and final comprehensive reports must cover all functional areas evaluated and audited and include appropriate findings. To satisfy the report deliverables, the contractor shall provide one (1) hard copy and one electronic version in **Word** for each deliverable report. Both deliverable reports shall be submitted to the individual identified below. The deliverable reports must be submitted on a schedule that will be mutually established immediately following award. All deliverables are the property of the United States District Court, Northern District of California

All deliverable reports for District Court shall be submitted to:

*Anita Bock, Chief Deputy of Administration
 United States District Court
 450 Golden Gate Avenue, 16th Floor
 San Francisco, CA 94102
 Office: 415/522-2044
 Email: anita_bock@cand.uscourts.gov*

Specific task deliverables with their due dates are contained in the following table. All to be determined (TBD) due dates shall be established by the Court must be mutually agreed to by the contracting officer's technical representative and contractor based on the project's schedule.

- Deliverable 1:* The contractor shall hold a kickoff meeting with the District Court for an overview of the requirements and to establish due dates.
- Deliverable 2:* The contractor shall conduct the evaluation in November 2016 (exact date will be established in Deliverable 1).
- Deliverable 3:* The contractor shall provide draft comprehensive reports, covering all functional areas evaluated and functional areas including appropriate findings, for review and comment by the District Court.
- Deliverable 4:* The contractor shall provide final comprehensive reports covering all functional areas evaluated and functional areas including appropriate findings.

REVIEW PERIOD FOR DELIVERABLES

The District Court will review the draft comprehensive report and findings within 15 business days of submission and return same to the contractor with comments and any deficiencies noted or corrections required. The contractor shall correct any deficiencies and resubmit the final reports to the District Court within 5 business days. Corrections to the final reports are to be accomplished at no additional cost to the Judiciary.

ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

The performance measures listed below shall be followed by the contractor when producing deliverables:

- **Accuracy**
Work products shall be accurate in presentation, technical content and adherence to Judiciary standards.
- **Clarity**
Work products shall be clear and concise and standard accounting terms shall be used. All tables and diagrams shall be easy to understand and be relevant to the supporting narrative.
- **Consistency to Requirements**
All work products shall satisfy the requirements of the contract.
- **Electronic File Formats**
All electronic files shall be provided in Word, unless otherwise agreed upon.
- **Timeliness**
Work products shall be submitted on or before the due dates specified or in accordance with the contractor's approved work plan. The Contracting Officer shall be notified immediately, in writing, of any expected delays in delivering products or services specified in the work plan with an explanation and reason for the delay.

SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONES

Task	Milestones	Due Date
1	The contractor shall hold a “kickoff” meeting with the District Court.	No later than December 5, 2016, unless agreed upon in writing otherwise.
2	Conduct the evaluations	Completed by January 18, 2016, unless agreed upon in writing otherwise.
3	Drafts of comprehensive reports and findings due	30 business days after completion of evaluation, unless agreed upon in writing otherwise.
4	Final reports and findings due	10 business days after submission by the court, unless agreed upon in writing otherwise.

REVIEW AND ACCEPTANCE OF DELIVERABLES

All deliverables will be presented to the District Court for acceptance per the contract and/or project plan, unless otherwise agreed by the District Court. The District Court will have a period of one month to accept, reject or object to a deliverable. Requirements for acceptance of an unacceptable deliverable must be negotiated by the contractor with the Contracting Officer. All corrections to deliverables are to be accomplished at no additional cost to the court.

LOCATION OF PERFORMANCE

All on-site work is to be performed off-site.

CLAUSE 7-1, CONTRACT ADMINISTRATION (JAN 2003)

The Chief Deputy of Administration will be the judiciary's primary point of contact on issues relating to the deliverables outlined in the contract during the performance of the contract. The Contracting Officer will be responsible for the administration of the contract and will provide a cover letter providing the Chief Deputy of Administration and the Contracting Officer's names, business addresses, email addresses, and telephone numbers. Written communications from the Contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters shall be addressed to the Contracting Officer.

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between District Court and the Contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer, be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

Communications pertaining to administration matters shall be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a modification to the contract executed by the Contracting Officer. The Contracting Officer is:

*U.S. District Court
Helene McVanner, Procurement & Facilities Administrator
450 Golden Gate Avenue, Room 16-1120
San Francisco, CA 94102
Office: 415-522-2095
Email: helene_mcvanner@cand.uscourts.gov*

Written communications shall make reference to the contract number and shall be emailed to the above address.

Environment

All work will be performed off-site. All pertinent documents for the project will be scanned and emailed to the contractor. Email correspondences shall be secure. Contractor shall not have access to District Court's local area network.

Terms & Invoices

Payment terms are Net 30. Payments for goods or services cannot be made in advance of receipt of the goods or services.

The contractor shall not receive payment unless the contractor has performed to the satisfaction of the Contracting Officer who will consult with the District Court Chief Deputy of Administration in making such determination.

Original or electronic invoices for goods received or services rendered shall be submitted within 30 days of contract performance to the Contracting Officer.

The contractor shall substantiate invoices by submitting a record of meeting the milestones which will include a description of the work performed, the date(s) on which such work was performed

The Contracting Officer will forward the invoice to the Procurement Unit for processing.

The Federal Government is Tax-Exempt. Our Tax Exemption number is: 94-6082807.

Period of Performance

The evaluation will take place at an agreed upon time during the month of December 2016.

Type of Contract

This contract shall be performed on a firm fixed-price basis, not on a labor-hour basis.

Government Furnished Support

At a minimum, the Court will provide the following items and support to the contractor, as needed:

- A designated contact person for technical and administrative matters;
- Access to and scheduling of interviews with court staff and administrators as necessary and as requested by the contractor;
- Volume 11 of *The Guide to Judiciary Policy* which must be used as a guide in the evaluation; and
- Other reasonable support, access or information requested by the contractor and agreed to by the Court.

Basis for Award

The basis of award for this RFQ will be made to the responsible vendor whose technically acceptable proposal offers the lowest price to the court. Please note, this is a fixed-priced award.

Format for Proposal

The Proposal shall be organized according to the following format and include sections for each of the items listed below:

Section I Business Proposal Overview

Section II Technical Approach, which includes:

Detailed Description and Timeline;

Detailed description of approach to satisfying the criteria set out in this RFQ.

Section III Corporate Experience/Past Performance

Section IV Key Personnel

Section V Proposed Price for Base Bid

At a minimum, each Section shall include all information requested in the statement of work. Each offeror is responsible for providing adequate supporting documentation, such as contracts, product descriptions, license information, and subcontract information, to enable a thorough evaluation of the proposal.

Questions

Questions concerning this RFQ shall be submitted via e-mail by **1:00 pm PST, November 21, 2016**. Answers to all questions will be issued in writing to all Contractors on the Bidder's list for this acquisition.

Questions should be submitted via email to:

Riyaz Mohammed
IT Budget and Procurement Specialist
riyaz_mohammed@cand.uscourts.gov

ATTACHMENT A

ANNUAL INTERNAL CONTROL EVALUATION FUNCTIONAL AREAS TO BE EVALUATED

Note: the time period covered in the evaluation for United States District Court is September 1, 2015 through September 30, 2015 (Fiscal Year 2015) and October 1, 2015 through September 30, 2016 (Fiscal Year 2016).

FINANCIAL MANAGEMENT

- ◆ Receipting
- ◆ Managing Outstanding Accounts Receivable
- ◆ Disbursing (9/1/15 through 4/30/16)
- ◆ Accounting for Funds Other than Appropriated Funds, i.e. the Attorney Admission Fund (a/k/a Non-Appropriated Fund)
- ◆ Travel – note this will include reviewing approximately all 206 travel vouchers from judges, 16 travel vouchers from the Clerk of Court, and a sample from staff travel vouchers
- ◆ ICE (Judiciary’s Internal Control Evaluation – financial system security compensations) – evaluate current violations and compensating controls in FAS4T and JIFMS
- ◆ Reviewing FAST and Cash Register security forms and sign off on internal control review – approximately 12 active FAST forms and 35 Cash Register forms
- ◆ Deposit and Registry fund receipts and disbursements sample
- ◆ Unclaimed fund receipts and disbursements sample
- ◆ Non-Cash Collateral – including sight sample and assess controls over sensitive assets held in the court’s custody

PROCUREMENT

- ◆ Purchase of Products and Services - review of 12 procurements of various size
From the appropriate time period.
- ◆ Payments – review of 12 payments
From the appropriate time period.
- ◆ Review of 5 Purchase Card Transactions
3 from FY15 (09/01/15 – 09/30/15)
2 from FY16

BUDGET MANAGEMENT

- ◆ Review of reprogramming into and out of Fund 51140X – Automation for the time period

JURY MANAGEMENT

- ◆ Jurror Payment – Contractor to select an adequate same from:
FY15 (09/01/15 – 9/30/15)
FY16

HUMAN RESOURCES

- ◆ Personnel Authorities
- ◆ Recruitment, Classification, and Compensation
1 from FY15
- ◆ Time and Attendance
3 from FY15
3 from FY16
- ◆ Personnel and Payroll Processing
2 PCO reports from 2 pay periods
- ◆ Employee recognition
All from appropriate period
- ◆ Telecommuting
2 samples

CRIMINAL JUSTICE ACT PAYMENTS*

- ◆ Sample of 2 payments from each category from FY2015 and 8 payments from each category FY2016 (09/01/2015 – 09/30/2016) for the following:

CJA 20 - Compensation of Counsel
CJA 21 - Expert Witness
CJA 24 - Court Reporter Transcripts
CJA 30 - Death Penalty Cases Compensation of Counsel
CJA 31 - Death Penalty Cases Expert Witness
- ◆ Review two (2) Citibank centrally billed invoice (multiple charges)

*Note: this sample should not be based only on the highest paid attorney/vendor.

ATTACHMENT B
JUDICIARY PROCUREMENT
PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

The following Terms and Conditions apply to ALL Open Market Lowest Price Technically Acceptable Purchase Orders and Request for Quotations issued by the Judiciary:

Provision B-1, Solicitation Provisions Incorporated by Reference (SEPT 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>.

Clause B-5 Clauses Incorporated by Reference (SEPT 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>

The following clauses are included by reference:

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

Incorporation of Department of Labor Rate Determination

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

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

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

- (d) *Taxpayer Identification Number (TIN):* _____
- TIN has been applied for.
 - TIN is not required, because:
 - Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the federal government.

- (e) *Type of organization:*
- sole proprietorship;
 - partnership;
 - corporate entity (not tax-exempt);
 - corporate entity (tax-exempt);
 - government entity (federal, state or local);
 - foreign government;
 - international organization per 26 CFR 1.6049-4;
 - other _____.

(f) *Contractor representations.*

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

- Women Owned Business
- Minority Owned Business (if selected, then one sub-type is required)
 - Black American
 - Hispanic American
 - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(end)

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the Clause 3-3. CO Note: Before including additional provisions or clauses refer to the Guide, Volume 14, [Appendix 1C](#) to determine, if the provision or clause can be included by reference or must be included in full text. If additional provisions are included by reference, then B-1 also must be included.)

Additional clauses included by reference:

- Clause 1-1, Employment by the Government (JAN 2003)**
- Clause 1-5, Conflict of Interest (AUG 2004)**
- Clause 1-10, Gratuities or Gifts (JAN 2010)**
- Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)**
- Clause 2-5B, Inspection of Services (APR 2013)**
- Clause 2-25A, Delivery Terms and Contractors's Responsibilities (JAN 2003)**
- Clause 2-60, Stop-Work Order (JAN 2010)**

Clause 2-65, Key Personnel

Include the following clause as prescribed in [§ 220.25.80\(d\) \(Service-Related Provisions and Clauses\)](#) and [§ 520.75\(b\) \(Provisions and Clauses\)](#).

Key Personnel (APR 2013)

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
1. All substitutes shall have qualifications at least equal to those of the person being replaced.
 2. All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 3. Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph 5 of this provision.
 4. The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 5. Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
 6. As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
 - a. name of person;
 - b. functional responsibility;
 - c. education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - d. citizenship status;
 - e. experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
 - f. certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
 7. The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.
- (b) The following individuals are designated as key personnel under this contract:

The following provisions are included by reference:

Provision 3-15, Place of Performance (JAN 2003)

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 failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. 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 the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent Guide to Judiciary Policy, Vol. 14, Appx. 1B Page 3-11 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) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

The following clause is included by reference:

Clause 3-25, Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2003)

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

The following clauses and provisions are included by reference:

Clause 3-35, Covenant Against Contingent (JAN 2003)

Clause 3-40, Restrictions on Subcontractor Sales to the Government (JAN 2003)

Clause 3-45, Anti-Kickback Procedures (JUN 2012)

Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JUN 2012)

Clause 3-55, Price of Fee Adjustment for Illegal or Improper Activity (JUN 2012)

Provision 3-70, Determination of Responsibility (JAN 2003)

Provision 3-85, Explanation to Prospective Offerors (AUG 2004)

Provision 3-95, Preparation of Offers (APR 2013)

Provision 3-100, Instructions to Offerors (APR 2013)

Clause 3-105, Audit and Records-Negotiation (APR 2011)

Clause 3-120, Order of Precedence (JAN 2003)

Provision 3-130, Authorized Negotiators (JAN 2003)

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

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

Clause 3-160, Service Contract Act of 1965, as Amended (JUN 2012)

Clause 3-205, Protest After Award (JAN 2003)

Provision 3-210, Protests (SEP 2010)

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

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

The judiciary plans to award a Lowest Price Technically Acceptable type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered. The following clauses and provision are included by reference:

Clause 4-35, Execution and Commencement of Work (JAN 2003)

Clause 5-1, Payments Under Personal and Professional Services Contracts (APR 2013)

Clause 5-5, Nondisclosure (Professional Services) (JAN 2003)

Clause 5-10, Inspection of Professional Services (SEP 2010)

Clause 5-20, Records Ownership (JAN 2003)

Provision 5-25, Identification of Uncompensated (JAN 2003)

Clause 6-20, Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 6-70, Work for Hire (JAN 2003)

Clause 7-1, Contract Administration (JAN 2003)

Clause 7-5, Contracting Officer's Technical Representative (APR 2013)

Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows:

Name: Helene McVanner

Address: 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102

Telephone: 415/522-2095
Email: helene_mcvanner@cand.uscourts.gov
Fax: 415/522-3605

- (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.

The following clauses are included by reference:

Clause 7-15, Observance of Regulations/Standards of Conduct (JAN 2003)
Clause 7-20, Security Requirements (APR 2013)
Clause 7-25, Indemnification (AUG 2004)
Clause 7-30, Public Use of the Name of the Federal Judiciary (APR 2013)
Clause 7-35, Disclosure of Use of Information (APR 2010)
Clause 7-55 Contractor Use of Judiciary Networks (JAN 2003)
Clause 7-60, Judiciary Furnished Property or Services (JAN 2003)
Clause 7-85, Examination of Records (JAN 2003)
Clause 7-100B, Limitation of Liability (Services) (JAN 2003)
Clause 7-110 Bankruptcy (JAN 2003)
Clause 7-125 Invoices (APR 2012)
Clause 7-125, Alt I Invoices (APR 2010)
Clause 7-130, Interest (Prompt Payment) (JAN 2003)
Clause 7-135, Payments (APR 2013)
Clause 7-140, Discounts for Prompt Payment (JAN 2003)
Clause 7-150, Extras (JAN 2003)
Clause 7-185, Changes (APR 2013)
Clause 7-210, Payment for Emergency Closures (APR 2013)
Clause 7-215, Notification of Ownership Changes (JAN 2003)
Clause 7-220, Termination for Convenience of the Judiciary (Fixed Price) (JAN 2003)
Clause 7-230, Termination for Default-Fixed -Price Products and Services (JAN 2003)
Clause 7-235, Disputes (JAN 2003)