

OFFICE OF THE CLERK
**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

120 North Henry Street, Room 320 • P.O. Box 432 • Madison, WI 53701-0432 • 608-264-5156

September 2, 2008

**Request for Proposal
Response Due by 4:30 PM Friday, September 5, 2008**

A) Prices/Costs

Vendor shall prepare an itemized breakdown of costs that includes development of training program, production of materials, travel costs, and additional fees or charges for services

B) Statement of Work – Off-Site

B.1 Background

With the conversion to CM/ECF in February 2008 and the appointment of an interim Clerk of Court in July 2008, the Clerk's Office for the U.S. District Court for the Western District of Wisconsin is undergoing a period of significant change both organizationally and philosophically.

B.2 Scope

The Court is seeking to enter into a training agreement for the delivery of a customized training program entitled: Improving Operational Effectiveness within the Clerk's Office based on either Appreciative Inquiry or a similar organizational framework. The training will address how court staff can enhance their team-based environment and shape a collaborative vision for the Clerk's Office. In addition, the vendor will teach a process that promotes trust and constructive discourse, and in methods to create an inclusive environment across court units that increases organizational effectiveness.

B.3 Specialized Knowledge or Skills

The vendor shall have extensive experience in developing and providing customized training to organizations. A thorough professional level of understanding and knowledge in the organizational behaviors and methodologies employed in the customized training program is required.

B.4 Deliverables

During a day and a half retreat to be held on October 12-13, the Vendor will deliver said training. The Vendor shall provide status reports as necessary, which will be specified in individual work requests. Requested status reports are to be delivered within three (3) calendar days of request.

All written deliverables shall be submitted to the following:

United States District Court
Western District of Wisconsin
Attn: Cheryl L. Wilson, Contracting Officer
P.O. Box 432
Madison, WI 53701
e-mail: cheryl_wilson@wiwd.uscourts.gov

The format will be mutually agreed upon between the Vendor and the Contracting Officer.

B.5 Schedule for Performance

A kick-off meeting shall take place on the week of September 8, 2008 on a date mutually agreed to by the Contracting Officer and the Vendor following the award date. An outline of the proposed training plan is to be delivered to the contracting officer by Monday, September 22, 2008.

B.6 Location for Performance

The training shall be delivered at the Chula Vista resort located in the Wisconsin Dells, WI on October 12, 2008 - October 13, 2008. Vendor is expected to be on-site at the resort by 5:00 on October 11th. The Government will provide the vendor with meeting space, audio/visual equipment, and other incidental materials (pens, flipcharts, etc.) as needed.

B.7 Travel Costs

As part of the solicitation, vendor will provide estimated travel costs to the location for performance to include airfare, transportation to and from the facility, hotel, and estimated incidentals. The Contracting Officer and Vendor will agree in advance on all travel fees and costs and will be in accordance with Judiciary Travel Regulations.

B.8 Acceptance Criteria and Invoice Schedule

All services and related deliverables shall be performed in a professional and competent manner. The Contracting Officer may reject any service or deliverable that does not meet the highest requirements of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause. Invoices shall be submitted within thirty days of conclusion of the event as specified in the Judiciary Program Procurement Procedures (JP3) Clause 7-125, Invoices.

C. Contract Clauses

JP3 Provision 3-5, Taxpayer Identification

Taxpayer Identification (JAN 2003)

(a) Definitions

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“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) through (f) 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 6050M, 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) *Common parent*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(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, 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; and

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).

(3) 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 Section 1001, Title 18, United States Code.

(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.

JP3 Clause 7-125, Invoices

Invoices (JAN 2003)

(a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.

(b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.

(c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:

(1) name of business concern and such business's Taxpayer Identification Number;
JP3 Chapter 7 (clauses and provisions) January 2003

App. B; Chp 7; B-170

(2) period(s) covered by invoice and invoice date;

(3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;

(4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;

(5) payment terms;

(6) total amount billed;

(7) a subtotal of any and all fees or credits applied to the invoice;

(8) an amount due (if any) or credit balance;

(9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;

(10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;

(11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

Alternate I - As prescribed in 5.2.1.o.(6), and when applicable, the contracting officer must substitute the following paragraph (c)(4) for paragraphs (c)(4) of the basic Clause 7-125.

(4) All invoices for services under this agreement shall indicate in detail the following:

(i) person performing service each day by hour and part of an hour;

- (ii) services performed each day by hour and part of an hour.
- (iii) rates and charges for each service so detailed; and
- (iv) individual expenses charged, if allowed under this agreement.

Note: Minimum charges for portions of an hour may be allowed, if such a charging practice has been disclosed before award of this agreement.

**JP3 Clause B-5, Clauses Incorporated by Reference
Clauses Incorporated by Reference (OCT 2006)**

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/clauses.htm>

CLAUSE	TITLE	DATE
1-1	Employment by the Government	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2003
2-60	Stop-Work Order	JAN 2003
3-5	Taxpayer Identification	JAN 2003
3-35	Covenant Against Contingent Fees	JAN 2003
3-45	Anti-Kickback Procedures	JAN 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal Or Improper Activity	JAN 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	JAN 2003
3-105	Audit and Records-Negotiation	JAN 2003
3-120	Order of Precedence	JAN 2003
5-1	Payments Under Personal Services Procurements	AUG 2004
5-5	Non-disclosure (Professional Services)	JAN 2003
5-10	Inspection of Professional Services	JAN 2003
5-20	Records Ownership	JAN 2003
6-70	Work for Hire	JAN 2003
7-1	Contract Administration	JAN 2003
7-15	Observance of Regulations Standards of Conduct	JAN 2003
7-25	Indemnification	AUG 2004
7-30	Public use of the Name of The Federal Judiciary	JAN 2003
7-35	Disclosure of Use of Information	AUG 2004
7-40	Judiciary-Contractor Relationship	JAN 2003
7-45	Travel	JAN 2003
7-85	Examination of Records	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	JAN 2003
7-225	Termination for Convenience	

7-235

(Cost Reimbursement)
Disputes

AUG 2004
JAN 2003