

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

DAVID BRADLEY
ACTING CLERK OF COURT
P.O. BOX 61010
HOUSTON, TEXAS 77208

Request for Quotation

RFQ Number: MS001-ETH-1109

Request Date: November 9, 2009

To:
INTERESTED VENDORS

Special Notes:

This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address by November 20, 2009, 12:00 Noon CST.

Hand carried quotes are to be delivered by the same time, November 20, 2009, 12:00 Noon CST.

A firm, fixed price award from this RFQ will be made based on the lowest price, technically acceptable offer.

Quotes and questions concerning this RFQ should be addressed to Marianne Still at the US District Court:

Physical Address

515 Rusk Street, Rm. 5008
Houston, Texas 77002

Mailing Address

P.O. Box 61010
Houston, Texas 77208

Phone: 713/250-5353 Fax: 713/250-5671

Email Address: Marianne_Still@txs.uscourts.gov

Sincerely,

Marianne Still
Contracting Officer

RFQ: MS001-ETH-1109
Request Date: November 9, 2009

STATEMENT OF WORK

ETHICS IN THE WORKPLACE CUSTOMIZED TRAINING

UNITED STATES PROBATION AND PRETRIAL SERVICES SOUTHERN DISTRICT OF TEXAS

BACKGROUND INFORMATION

The Probation/Pretrial Services office for the United States District Court, Southern District of Texas (SD/TX) is composed of 443 personnel: 317 federal law enforcement officers and 126 administrative and support staff. There are seven divisional offices located in the cities of Brownsville, Corpus Christi, Galveston, Houston, Laredo, McAllen, and Victoria.

PURPOSE AND OBJECTIVE

The Probation/Pretrial Services office, SD/TX, is soliciting a full-day ethics program to emphasize personal responsibility in upholding the Judiciary's ethical standards as delineated in the Code of Conduct for Judicial Employees. The Code of Conduct is our reference point for clarifying the acceptable standard of behavior in SD/TX. The staff has been trained on the canons as set forth in the Code of Conduct. The staff has also been trained in our Equal Employment Opportunity Plan and have been trained on discrimination and harassment. Additionally, on-line ethics programs offered by the Judiciary are mandatory training for each employee.

However, many of the ethical issues faced by employees in SD/TX are unique to our organization. Our law enforcement personnel are involved in the areas of protecting the community, pre- and post-trial. This mission necessarily involves close contact with defendants and offenders where compromises can be made. The Texas Southern District also geographically includes "border cities" that are being infiltrated by the corruption of drug cartels. Instruction in these areas cannot be addressed by an off-the-shelf program alone.

The training program will emphasize and develop the following key points:

- Various standards, i.e., legal, moral, ethical, that should guide behavior
- Address the "slippery slope" of ethical behavior

- Emphasize how context and environment can exert powerful influence on behavior
- Give participants an ethics checklist and/or inventory to assess their ethical behavior
- Reinforce the Judiciary’s Code of Conduct in ethical situations
- Address areas of accountability and responsibility to co-workers, and/or the organization
- Provide ethical problem solving tools
- Emphasize ethical versus fear-based decision making
- Define character, integrity, professionalism
- Provide relevant scenarios, examples, case studies, videos, etc., any tools necessary to reinforce the training through interaction with the students.

The requirement is for a seasoned, professional trainer well versed in classroom etiquette that understands and applies adult learning principles and who has the ability to establish rapport with the audience while maintaining control of the training environment.

SCOPE

As mentioned earlier, the Probation/Pretrial Services office has 443 personnel in seven different cities. To accommodate this large group, full-day training sessions will be done at three (3) divisional offices over a period of three (3) consecutive weeks, with three (3) consecutive days at each location, for a total of nine (9) sessions. A potential schedule is:

Timetable	Location of Training	Total # of Staff to be Trained (3 ea. 1-Day Sessions)	Total # of Persons in Each 1-Day Session
Week 1	Houston Division (includes Houston/Galveston staff)	132	44
Week 2	McAllen Division (includes Brownsville staff)	158	53
Week 3	Laredo Division (includes Corpus/Victoria staff)	153	51

The session will be trainer-directed, using lecture, small group discussion, work scenarios, case studies, videos and other tools, that will allow participants to absorb and practice new skills, language and tools in making ethical decisions. Trainer will monitor all scenarios. Due to manageable classroom sizes, only one trainer is needed.

DELIVERABLES

After Award:

Telephone conferences will be scheduled by the court with the vendor.

Draft Outline - Due no later than three weeks after initial telephone conferences and discussions with Chief or Deputy Chief U.S. Probation/Pretrial Officer.

Course Material Booklet Final Draft - Due no later than two weeks after receipt of court approval of draft outline.

Training Classes - Training to be mutually agreeable between the government and vendor, but shall be completed before April 30, 2010.

Training materials necessary for the course will be furnished by the trainer. All due dates will be established by the Probation/Pretrial office, SD/TX, and must be mutually agreed to by the Contractor based on the project's schedule. Work products shall be submitted on or before the due dates specified in accordance with the Contractor's approved work plan. The Contracting Officer (CO) shall be notified immediately in writing of any unexpected delays in delivering products or services specified in the work plan, with an explanation and reason for the delay.

CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require coordination between the Probation/Pretrial office, SD/TX, and the Contractor. In no event shall any understanding or agreement, modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the CO be effective or binding upon the Probation/Pretrial office, SD/TX. All such actions must be formalized by a proper contractual document executed by the CO.

PERIOD OF PERFORMANCE

The period of performance of this contract is from the date of contract award until the date mutually agreed to by the Probation/Pretrial office, SD/TX, and the Contractor on or before April 30, 2010.

REQUIREMENTS FOR TRAVEL

Any travel reimbursement shall be made in accordance with the Judiciary Travel Regulations. Travel associated with this contract must be approved in advance by the CO. The contract invoice shall include supporting documentation for the travel, such as receipts. Local travel is not reimbursable.

TYPE OF CONTRACT

This contract shall be performed on a firm, fixed-price basis and will be awarded to the contractor with the lowest priced, technically acceptable proposal.

FORMAT AND CONTENT OF QUOTE

All quotes must be in writing, signed by a principal authorized to make a proposal, and valid for a period of ninety (90) days. There is no prescribed format or length for the proposal. However, the proposal shall include sections outlining the technical approach for the tasks and a separate section providing the cost proposal.

- Technical Approach/Project Implementation Schedule and Customization - The technical quote may be brief and must explain the technical approach and preliminary project management plan - a complete response that shows how the Contractor will comply with the requirements. The preliminary project management plan will include a schedule and work breakdown for the completion of the work, which lists each milestone, description of each and an estimated timetable/schedule for the tasks comprising the project (actual start and ending dates to be determined later).
- Performance History/Contractual Performance of Previous Experience, Including any other Federal Courts or Agencies - A list of three references for which the Contractor has provided similar services to including any work performed for other courts or federal government agencies. References must include organization, the name of the contact person, telephone number and a brief synopsis of the work performed. References from federal probation offices and/or federal courts are preferred. Provide qualifications of personnel with resume summary information and relevant experience.
- Samples of Work and Video - Provide samples of similar work and/or a short video clip.

- **Cost Proposal** - The cost proposal shall state a total, firm-fixed price for completion of tasks identified. No other type of cost basis is acceptable. Hourly rates for additional teleconferences necessary to gain information for customization should be listed separately.

ASSUMPTIONS, CONDITIONS OR EXCEPTIONS

All (if any) assumptions, conditions or exceptions with any of the contractual cost/price terms and conditions of this statement of work must be submitted with the proposal. If not noted in the proposal, it will be assumed that the Contractor agrees to comply with all the terms and conditions set forth herein. It is not the responsibility of the Probation/Pretrial office, SD/TX, to seek out and identify assumptions, conditions or exceptions buried within the proposal.

TECHNICAL EVALUATION

Each quote will be evaluated for technical acceptability. To be considered technically acceptable, the quote must meet the requirements established in this Statement of Work. The government reserves the right to seek clarifications or deficiency corrections prior to determining a proposal technically unacceptable.

TASK ORDER TERMS AND CONDITIONS Provisions and Clauses

JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

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/clauses.htm>

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

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 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)

JP3 Provision 3-10, Data Universal Numbering System (DUNS) Number (JAN 2003)

JP3 Provision 3-5, 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 bases, 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 paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© 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 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 on instrumentality of a foreign 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:

Name _____

TIN _____