

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER See Lines	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FLSDCLERK22-0006	
7. FOR INFORMATION CALL:			6. SOLICITATION ISSUE DATE 06/08/2022	
a. NAME Melissa Long melissa_long@flsd.uscourts.gov		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME 06/16/2022 10:00:00

9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Procurement Miami, FL 33128		CODE	FLS_DC	10.	NOT USED
---	--	------	--------	-----	----------

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13.	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP	
--	--------------------	-----	--	--

15. DELIVER TO U.S. District Court Miami Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128		CODE	FLS_DC	16. ADMINISTERED BY (if other than Block 9)		CODE
--	--	------	--------	---	--	------

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY e-invoices@flsd.uscourts.gov Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128			CODE	FLS_DC
Telephone No.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>				

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
--	--	--	--	--	--	--	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
--------------	--	--------------	----------	----------------	------------

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2021-092500-PETITJU-D11FLSX-2604-BUD-2021	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
--	---

27. Applicable terms and conditions are as stated in the continuation pages.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
---	--	---	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
--------------------------------------	--	--	--

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Melissa C. Long	31c. DATE SIGNED
---	------------------	---	------------------

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Grand Jury Refreshments Base Year PoP: 6/20/2022 - 9/30/2022	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Petit Jury Refreshments Base Year PoP: 6/20/2022 - 9/30/2022	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	Grand Jury Refreshments Option Year One PoP: 10/01/2022 - 9/30/2023	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0004	Petit Jury Refreshments Option Year One PoP: 10/01/2022 - 9/30/2023	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0005	Grand Jury Refreshments Option Year Two PoP: 10/01/2023 - 9/30/2024	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0006	Petit Jury Refreshments Option Year Two PoP: 10/01/2023 - 9/30/2024	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0007	Grand Jury Refreshments Option Year Three PoP: 10/01/2024 - 9/30/2025	1	Not-To- Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0008	Petit Jury Refreshments Option Year Three PoP: 10/01/2024 - 9/30/2025	1	Not-To- Exceed		

Descriptions/Specifications/Statement of Work

SOW Introduction

RFQ Number/Name: PR2022/00341– ALL Jury Refreshments/Supplies with 3 Option Years

Request Date: June 8, 2022

Introduction

The U.S. District Court, Southern District of Florida is seeking a contractor to provide pricing for coffee machines, coffee products and supplies. This is for a Base Year (06/20/2022 – 9/30/2022) and three Option Years.

Site Visit: Not Applicable

Questions Due Date: Monday, June 13, 2022, at 10:00am

Proposal Due Date: Thursday, June 16, 2022, at 10:00am

Delivery Schedule: Delivery of equipment is due by 06/20/2022.

Base Year: 06/20/2022 – 9/30/2022

Option Year One: 10/1/2022 – 9/30/2023

Option Year Two: 10/1/2023 – 9/30/2024

Option Year Three: 10/1/2024 – 9/30/2025

Questions: Vendors must submit all questions in writing to the Contracting Officer via email. Answers to all questions submitted will be provided in writing to all vendors on the bidder's list for this acquisition.

This is a request for **Open Market Pricing**. An established **price list, blanket purchase agreement (BPA)** will be established based on the **lowest priced, technically acceptable (LPTA)** offer. A **single** award will be made from this RFQ.

BPA's are written agreements negotiated between a purchasing office and a contractor that contain agreed upon terms and conditions that will apply if and when an order is placed against the BPA for products or services. A list of individuals authorized to place orders against the BPA will be provided at time of award. Orders may be placed via telephone, website login, or email.

The Contracting Officer (CO) is: Melissa Long Phone: (305) 523-5642

Email: melissa_long@flsd.uscourts.gov

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer Melissa Long

Email: melissa_long@flsd.uscourts.gov

SOW-1 Statement of Work

Statement of Work

Contractor will provide the following machines to the U.S. District Court at 400 N. Miami Ave Miami, FL 33128 (specific rooms to be provided)

- a. (20) AquaBarista K-cup single serve machine with bottom load 5gal water dispenser.
 - i. Monthly fee of \$_____
 - ii. No charge for service/maintenance.
- b. (2) Keurig K-3500, direct-water line plumbed
 - i. Contractor must connect two K-3500 machines to the same water line.
 - ii. Monthly fee of \$_____
 - iii. No charge for service/maintenance.

Contractor must agree to

- a. Repair/replacement of coffee machine within (1) to (3) days of initial service call.
 - i. US District Court will advise severity of all other situations. The date repair/replacement must be completed based on court schedule.
- b. Delivery fee of \$_____. Set for the entire period of performance (PoP),
- c. Delivery of requested items within (1) to (3) days of initial order.

Pricing will take effect for all locations, WPB, FTL, FTP, & MIA on 6/20/2022.

Orders will be placed via telephone, website login, or email by authorized individuals.

Contractor agrees to invoice in arrears at the end of the month for service and items ordered.

Option to extend services is contingent on negotiated price increase for each new Option Period. The U.S. District Court will provide a preliminary intent to extend letter to the vendor 60 days prior to the end of the existing period. The contractor will provide an updated price list to the U.S. District Court within ten (10) days after receipt of the preliminary intent to extend letter. The U.S. District Court will then provide notice to the contractor no less than thirty (30) calendar days prior to the contract's expiration date.

SOW-2 Price List

Base Year Pricing 06/20/2022 – 9/30/2022

Description	Unit of Issue	Quantity	Unit Price
AquaBarista , K-cup single serve machine with bottom load 5 gal water dispenser.	Each	20 (MIA)	\$_____ each per month
Maintenance and repair services for AquaBarista	Each	20 (MIA)	\$0.00
K-cup, direct-water line plumbed Keurig K-3500.	Each	2 (MIA)	\$_____ each per month
Maintenance and repair services for K3500	Each	2 (MIA)	\$0.00
K-cup coffee (regular)	Box	24	\$
K-cup coffee (decaffeinated)	Box	24	\$
K-cup tea	Box	24	\$
K-cup hot chocolate	Box	24	\$
Cup, foam 12 oz	Sleeve	25	\$
Sugar (individual packets)	Box	100	\$

Sweet n' Low (individual packets)	Box	100	\$
Equal (individual packets)	Box	100	\$
Creamer (individual packets)	Box	500	\$
Stir stick (individually wrapped)	Box	500	\$
Water, bottle 16oz – Purified	Case	24	\$
Water, 5-gallon jug – Purified	Bottle	1	\$
Cup of soup	Box	22	\$
Soda, can (Coke) 12oz	Case	24	\$
Soda, can (diet Coke) 12oz	Case	24	\$
Soda, can (Sprite) 12oz	Case	24	\$
Soda, can (Coke) mini size	N/A		\$
Soda, can (diet Coke) mini size	N/A		\$
Soda, can (Sprite) mini size	N/A		\$
Plastic forks	Box	100	\$
Plastic spoons	Box	100	\$
Plastic knives	Box	100	\$
Plates	Pack	100	\$

Option Year One Pricing 10/1/2022 – 9/30/2023

Description	Unit of Issue	Quantity	Unit Price
AquaBarista , K-cup single serve machine with bottom load 5 gal water dispenser.	Each		\$_____ each per month
Maintenance and repair services for AquaBarista	Each		\$0.00
K-cup, direct-water line plumbed Keurig K-3500.	Each		\$_____ each per month
Maintenance and repair services for K3500	Each		\$0.00
K-cup coffee (regular)	Box	24	\$
K-cup coffee (decaffeinated)	Box	24	\$
K-cup tea	Box	24	\$
K-cup hot chocolate	Box	24	\$
Cup, foam 12 oz	Sleeve	25	\$
Sugar (individual packets)	Box	100	\$
Sweet n' Low (individual packets)	Box	100	\$
Equal (individual packets)	Box	100	\$
Creamer (individual packets)	Box	500	\$
Stir stick (individually wrapped)	Box	500	\$
Water, bottle 16oz – Purified	Case	24	\$

Water, 5-gallon jug – Purified	Bottle	1	\$
Cup of soup	Box	22	\$
Soda, can (Coke) 12oz	Case	24	\$
Soda, can (diet Coke) 12oz	Case	24	\$
Soda, can (Sprite) 12oz	Case	24	\$
Soda, can (Coke) mini size	N/A		\$
Soda, can (diet Coke) mini size	N/A		\$
Soda, can (Sprite) mini size	N/A		\$
Plastic forks	Box	100	\$
Plastic spoons	Box	100	\$
Plastic knives	Box	100	\$
Plates	Pack	100	\$

Option Year Two Pricing 10/1/2023 – 9/30/2024

Description	Unit of Issue	Quantity	Unit Price
AquaBarista , K-cup single serve machine with bottom load 5 gal water dispenser.	Each		\$_____ each per month
Maintenance and repair services for AquaBarista	Each		\$0.00
K-cup, direct-water line plumbed Keurig K-3500.	Each		\$_____ each per month
Maintenance and repair services for K3500	Each		\$0.00
K-cup coffee (regular)	Box	24	\$
K-cup coffee (decaffeinated)	Box	24	\$
K-cup tea	Box	24	\$
K-cup hot chocolate	Box	24	\$
Cup, foam 12 oz	Sleeve	25	\$
Sugar (individual packets)	Box	100	\$
Sweet n' Low (individual packets)	Box	100	\$
Equal (individual packets)	Box	100	\$
Creamer (individual packets)	Box	500	\$
Stir stick (individually wrapped)	Box	500	\$
Water, bottle 16oz – Purified	Case	24	\$
Water, 5-gallon jug – Purified	Bottle	1	\$
Cup of soup	Box	22	\$
Soda, can (Coke) 12oz	Case	24	\$
Soda, can (diet Coke) 12oz	Case	24	\$
Soda, can (Sprite) 12oz	Case	24	\$
Soda, can (Coke) mini size	N/A		\$
Soda, can (diet Coke) mini size	N/A		\$

Soda, can (Sprite) mini size	N/A		\$
Plastic forks	Box	100	\$
Plastic spoons	Box	100	\$
Plastic knives	Box	100	\$
Plates	Pack	100	\$

Option Year Three Pricing 10/1/2024 – 9/30/2025

Description	Unit of Issue	Quantity	Unit Price
AquaBarista , K-cup single serve machine with bottom load 5 gal water dispenser.	Each		\$_____ each per month
Maintenance and repair services for AquaBarista	Each		\$0.00
K-cup, direct-water line plumbed Keurig K-3500.	Each		\$_____ each per month
Maintenance and repair services for K3500	Each		\$0.00
K-cup coffee (regular)	Box	24	\$
K-cup coffee (decaffeinated)	Box	24	\$
K-cup tea	Box	24	\$
K-cup hot chocolate	Box	24	\$
Cup, foam 12 oz	Sleeve	25	\$
Sugar (individual packets)	Box	100	\$
Sweet n' Low (individual packets)	Box	100	\$
Equal (individual packets)	Box	100	\$
Creamer (individual packets)	Box	500	\$
Stir stick (individually wrapped)	Box	500	\$
Water, bottle 16oz – Purified	Case	24	\$
Water, 5-gallon jug – Purified	Bottle	1	\$
Cup of soup	Box	22	\$
Soda, can (Coke) 12oz	Case	24	\$
Soda, can (diet Coke) 12oz	Case	24	\$
Soda, can (Sprite) 12oz	Case	24	\$
Soda, can (Coke) mini size	N/A		\$
Soda, can (diet Coke) mini size	N/A		\$
Soda, can (Sprite) mini size	N/A		\$
Plastic forks	Box	100	\$
Plastic spoons	Box	100	\$
Plastic knives	Box	100	\$
Plates	Pack	100	\$

Applicable Clauses

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-40B	Delivery of Excess Quantities	JAN 2003
7-25	Indemnification	AUG 2004

CT-3 Judiciary Open Market Clauses (Products) NOV 2014

This award incorporates the following Judiciary clauses:

Clause B-5, Clauses Incorporated by Reference (SEP 2010) (DEVIATION)

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 apply as indicated:

	Clause No.	Title	Date
[X]	Clause 2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
[]	Clause 2-130	Energy Efficiency in Energy-Consuming Products	APR 2013
[]	Clause 2-135	IEEE Standard for the Environmental Assessment of Personal Computer Products	APR 2013
[X]	Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
[X]	Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
[X]	Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
[X]	Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies if Clauses 3-300 and 3-305 do not apply)	APR 2013
[]	Clause 6-85	Commercial Computer Software License	APR 2013
[]	Clause 6-105	California E-Waste Fee	APR 2013
[]	Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013
[]	Clause 7-115	Availability of Funds	JAN 2003

(end)

2-90C Option to Extend Services APR 2013

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date.

(END)

2-90D Option to Extend the Term of the Contract APR 2013

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

forty months.

(END)

Representations, Certifications and Other Statements of Offerors or Respondents

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) 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 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 American 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, Guam, 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.

(END)

Instructions to Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-100	Brand Name or Equal	APR 2013

B-1 Solicitation Provisions Incorporated by Reference **OCT 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>.

(END)

Evaluation of Quotes

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-85B	Evaluation Exclusive of Options	JAN 2003