

RFQ Number/Name: PR2020/00687 – SHARED Ricoh Copier Maintenance

Request Date: April 19, 2021

Introduction

The United States District Court for the Southern District of Florida is seeking a Ricoh authorized dealer, to provide a service maintenance agreement for up to 120 Ricoh multifunctional devices (MFD's) located in the southeast region of Florida. The award will consist of a base year 9/1/2021 – 8/31/2022 and one Option Year 9/1/2021 – 8/31/2022.

Site Visit: Not Applicable

Questions Due Date: Tuesday, May 4, 2021 at 10:00am

Proposal Due Date: Monday, May 10, 2021 at 10:00am

Period of Performance: Base year 9/1/2021 – 8/31/2022 and one Option Year 9/1/2021 – 8/31/2022

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

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

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER FLSDCLERK21-0383	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FLSDCLERK21-0001	6. SOLICITATION ISSUE DATE 04/19/2021
7. FOR INFORMATION CALL:	a. NAME Melissa Long melissa_long@flsd.uscourts.gov		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME 05/10/2021 10:00:00a.m.

9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - ML Miami, FL 33128 Melissa Long	CODE	FLS_DC	10.	NOT USED
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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
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15. DELIVER TO U.S. District Court Computer Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Comp Miami, FL 33128	CODE	FLS_DC	16. ADMINISTERED BY (if other than Block 9)	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - ML Miami, FL 33128 e-invoices@flsd.uscourts.gov	CODE	FLS_DC
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Telephone No.

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/>
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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
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2021-51140X-D11FLSC-D11FLSC-2513-FLS-2021	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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:
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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 melissa_long@flsd.uscourts.gov	31c. DATE SIGNED 4/19/2021

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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Base Year PoP: 9/1/2021 - 8/31/2022 See Section C for Statement of Work.	1	Not-To-Exceed		

Extended Description:Up to 120 Ricoh Copiers. Mix of Black and White and Color. See Section J for copier information.
Period of Performance:09/01/2021 - 08/31/2022

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Option Year PoP: 9/1/2022 - 8/31/2023 See Section C for Statement of Work.	1	Not-To-Exceed		

Extended Description:Up to 120 Ricoh Copiers. Mix of Black and White and Color. See Section J for copier information.
Period of Performance:09/01/2022 - 08/31/2023

SOW-1 Statement of Work

Introduction

The United States District Court for the Southern District of Florida is seeking a Ricoh authorized dealer, to provide a service maintenance agreement for up to 120 Ricoh multifunctional devices (MFD's) located in the southeast region of Florida. The award will consist of a Base Year 9/1/2021 – 8/31/2022 and one Option Year 9/1/2021 – 8/31/2022

Scope

- a. This service agreement requires a contractor to provide repair service, routine maintenance, supplies (toner and staples), for the copiers shown in section J of this solicitation.
- b. The contractor shall provide Ricoh certified technicians to perform all work.
- c. The Ricoh certified technician must be able to install, implement and support personal identity verification (PIV) on all MDF's.
- d. The contractor shall have a Ricoh certified technician on-site no later that one (1) business day from the time the repair call/notice is placed.
- e. If the repair requires parts that must be ordered, the contractor shall order OEM parts the same day the need is determined. Additionally, the contractor shall ensure that service is completed, and the equipment is back to full operational capacity within three (3) business days of the original repair call/notice. In the event of an additional delay, the contractor shall notify the Contracting Officer's Representative (COR) or the Contracting Officer (CO) of the delay within one (1) business day of the initial visit.
- f. If the Ricoh certified technician determines a machine requires parts over and above what is included in the maintenance agreement, the technician shall obtain authorization from the CO prior to ordering and installing the part(s).
- g. Repairs and/or maintenance shall be performed during normal Court business hours beginning at 8:00 a.m. and must be completed by 5:00 p.m., unless special arrangements are made in advance. The court will be closed on all federal holidays and may be closed on other days as designated by the Chief Judge. Notice will be provided.
- h. Contractor shall provide the name(s) of the Ricoh certified technician(s) for the southeast region of Florida upon issue of award. If a technician is replaced, the new name(s) must be provided to the CO within one

- week of replacement. No access will be granted to anyone who is not on the list provided to the CO.
- i. The contractor awarded shall be the one that performs the service, the service shall **not** be sub-contracted out to a third party.
 - j. The Court has many older copiers which must be kept in working order, if possible. Some of these machines date back to 2008. Many of our copiers have very low usage or no usage at times because they are kept in areas that are not staffed or not fully staffed.
 - k. New MFD's will be added to the service maintenance contract as we replace or add to our inventory.
 - l. The contractor will be asked to pick up and dispose of MFD's that are replaced. The Court will sanitize hard drives and memory devices. The contractor will dispose/recycle in a manner which is compliant with federal, state, and local environmental regulatory requirements, and protects the confidentiality of the judiciary's information.
 - m. The contractor shall quote based on a plan that includes a monthly base number for black and white copies and color copies. Include a rate for overages of black and white and for color copies. Or specifically explain what the charge includes on a monthly basis.
 - n. Contractor will invoice quarterly.

Period of Performance

There will be a Base Year 9/1/2021 – 8/31/2022 and one Option Year 9/1/2022 – 8/31/2023.

Provision 3-15, Place of Performance (JAN 2003) <http://www.uscourts.gov/procurement.aspx>. The following addresses apply to this agreement:

1. U.S. District Court

- a. WDF = Wilkie D. Ferguson Jr. U.S. Courthouse 400 N. Miami Ave Miami, FL 33128
- b. JLK = James Lawrence King Federal Justice Building 299 N.E. Fourth St. Miami, FL 33132
- c. CCA = C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128
- d. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301
- e. WPB = Paul G. Rodgers Federal Building & Courthouse 701 Clematis St. West Palm Beach, FL 33401
- f. FTP = Alto Lee Adams, Sr. U.S. Courthouse 101 South U.S. Highway 1 Fort Pierce, FL 34950
- g. KW = Sidney M. Aronovitz U.S. Courthouse 301 Simonton St. Key West, FL 33040

2. U.S. Probation Office

- a. HWD = 6565 Taft St. Suite 300 Hollywood, FL 33024
- b. KND = Southern Centre 12900 S.W. 128th St. Suite 200 Miami, FL 33186
- c. ML = Miami Lakes Business Park West 14601 Oak Lane Miami Lakes, FL 33016
- d. WPB = 501 S. Flagler Dr. Suite 400 West Palm Beach, FL 33401
- e. WDF = Wilkie D. Ferguson Jr. U.S. Courthouse 400 N. Miami Ave Miami, FL 33128
- f. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301
- g. FTP = Alto Lee Adams, Sr. U.S. Courthouse 101 South U.S. Highway 1 Fort Pierce, FL 34950

3. U.S. Bankruptcy Court

- a. WPB = Waterview Tower 1515 N. Flagler Dr. 8th Floor West Palm Beach, FL 33401
- b. CCA = C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128
- c. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301

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

Clause	Title	Date
1-10	Gratuities or Gifts	JAN 2010
2-5B	Inspection of Services	APR 2013
2-20C	Warranty of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
3-215	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or	MAR 2019

Clause	Title	Date
	Repair of Certain Equipment – Requirements	
3-300	Registration in the System for Award Management (SAM)	APR 2013
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-25	Indemnification	AUG 2004
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-95	Contractor Inspection Requirements	JAN 2003
7-125	Invoices	APR 2011
7-185	Changes	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003

B-5 Clauses Incorporated by Reference OCT 2010

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.aspx>.

(END)

2-65 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 ap-

proval, 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:

[Contracting Officer to add names upon contract award]

(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 twenty-four months.

(END)

3-3 Provisions, Clauses, Terms and Conditions - Small Purchases

JUN 2014

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):

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

(2) Provision 3-210, Protests (JUN 2014)

(3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:

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

(2) Clause 2-60, Stop-Work Order (JAN 2010)

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

(4) Clause 7-20, Security Requirements (APR2013)

(5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)

(6) Clause 7-35, Disclosure or Use of Information (APR 2013)

(7) Clause 7-85, Examination of Records (JAN 2003)

(8) Clause 7-125, Invoices (JAN 2010)

(9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)

(10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)

- (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- (12) Clause 7-150, Extras (JAN 2003)
- (13) Clause 7-185, Changes (APR 2013)
- (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- (15) Clause 7-210, Payment for Emergency Closures (APR 2013)
- (16) Clause 7-235, Disputes (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the circumstances do not apply:
 - (1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
 - (2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)
 - (3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
 - (4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized)
 - (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)
 - (6) The following apply to Products only:
 - a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
 - b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
 - c) Clause, 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to product procurements over \$15,000 for manufacturing or furnishing products)
 - (7) The following apply to Services only:
 - a) Clause 1-1, Employment by the Government (JAN 2003)
 - b) Clause 1-5, Conflict of Interest (JAN 2003)
 - c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements apply. See (c)(7)(g) and (c)(7)(h) below.)
 - d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
 - e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
 - f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour procurements.)
 - g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
 - h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)
- (d) *Inspection/Acceptance*. The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:
 - (1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and
 - (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in

the item.

(e) *Excusable delays.* The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) *Termination for the judiciary's convenience.* The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

(END)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) *Workman's Compensation and Employee's Liability Insurance.* The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) *Automobile Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) *General Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) *Self-Insurance.* If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(END)

7-50 Alt I Parking

There is no contractor parking available at any of the Federal Judiciary Buildings or U.S. Probation Offices in the southeast region of Florida. In the event that this contract requires the delivery of equipment or materials to any location in accordance with this award, the contractor shall park delivery vehicles at designated locations **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-up and delivery shall be coordinated with the Contracting Officer's Representative (COR) and made in accordance with building management policies.

7-120 Availability of Funds for the Next Fiscal Year

JAN 2003

Funds are not presently available for performance under this contract beyond 8/31/2022. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond 8/31/2022, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(END)

J-1 Inventory of Equipment

U.S. District Court

Bldg	Model Name	Tag #	EID	Serial Number	Serial Number
CCA	MP6055SPG	2335	14075695	C83173151	C347LA00028
CCA	MPC4504EXG	107536	14329255	C83211454	C739B200155
CCA	MP7503SP	4726	13885617	C83143990	G666LA00297
CCA	IMC4500G	107561	14356101	C83216570	3129B600041
CCA	MPC4502G	108517	20436343	W512LA01622	W512LA01622
CCA	MP4054SPG	4719	14022223	C83142554	G176LA00115
CCA	IMC4500G	107603	14264476	C83217364	312B600029
FTL	MP4055SPG	2331	14096614	C83168159	C327G500111
FTL	MPC4503G	106955	14427430	C83197782	E177G800093
FTL	MP 6055SPG	2336	14082849	C83174649	C347G500010
FTL	IMC4500G	107673	14265140	C83219484	3129B700042
FTL	MP 6055SPG	2339	14083181	C83174646	C347LA00007
FTL	MP4054SPG	4721	13884680	C83142876	G176LA00100
FTL	MPC4504EXG	107503	14354478	C83213180	C739B200086
FTL	MP6055SPG	2338	14083185	C83174648	C347G500014
FTL	MPC6004EXG	107537	14356056	C83214983	C758B50011
FTL	MPC4503G	106954	14427429	C83197783	E177GC00052
FTL	MP6055SPG	2337	14082848	C83174647	C347LA00008
FTL	MPC4503G	106956	14426943	C83197781	E177G700043
FTP	MP6055SPG	2343	14082502	C83174380	C347G500026
FTP	IMC4500G	108360	14691006	C83240331	3120B100072
FTP	MP501SPFG	106953	14426946	C83197833	G988Y701009
FTP	MP4000B	4177	11886100	C01128935	M5405600297
FTP	MPC4503G	106952	14427438	C83197784	E177G700032
FTP	IMC4500G	108361	14691005	C83240332	3120B700009
JLK	MP6055SPG	2333	14082390	C83173509	C347G500022

JLK	MP4054SPG	4720	14021751	C83141557	G176L900131
JLK	IMC4500G	107562	14356100	C83216569	3129B500029
JLK	MP6055SPG	2334	14075959	C83173508	C347G500006
JLK	MP4054SPG	4727	13886480	C83146124	G176LA00073
KW	IMC4500G	108358	14691236	C83240103	3120B100059
KW	IMC4500G	108357	14691238	C83240104	3120B100150
KW	IMC4500G	108359	14691229	C83240105	3120B100217
WDF	MP 6055	2323	14075870	C83172933	C347G500011
WDF	MP4000B	1443	11720535	C01122526	M5405200082
WDF	MP501SPFG	106949	14426935	C83197441	G988Y701019
WDF	MP7503SP	4724	13884594	C83142949	G666LA00152
WDF	MP6054SPG	4728	13886201	C83144745	G196LA00048
WDF	MP5002SPG	2266	13074973	C83042948	W533G800032
WDF	MP5000B	2026	12439782	C01146303	M5615600127
WDF	MP6055SPG	2327	14075871	C83172930	C347G500030
WDF	MP5002SPG	1363	13440199	C83074791	W534G900029
WDF	MP6055SPG	2329	14075759	C83172929	C347G500005
WDF	MPC4503G	106959	14058021	C83198149	E177G800182
WDF	MP6055SPG	2330	14075881	C83172932	C347G500008
WDF	MP6055SPG	2328	14075081	C83172934	C347G500021
WDF	IMC4500G	108366	14503575	C83240106	3120B100060
WDF	MPC4503G	106961	14058007	C83198151	E177GB00050
WDF	IMC4500G	107602	14356124	C83217365	3129B600038
WDF	MP6055SPG	2325	14075760	C83172931	C347G700046
WDF	MP6055SPG	2326	14075868	C83172928	C347G500023
WDF	MPC6004EXG	107538	14356044	C83214903	C758B500031
WDF	MPC4503G	106960	14058020	C83198150	E177GC00070
WDF	MP171SPF	1879	11853070	C01122070	V4408804561
WDF	MP6002SP	4718	13625436	C83106426	W865L900008
WDF	IMC4500G	108364	14691221	C83240099	3120B100176
WDF	IMC4500G	108365	14690598	C83240100	3120B100065
WDF	MPC6503	108367	14691007	C83240314	C069CB00278
WDF	MP501SPFG	2324	14074856	C83171789	G987Y600546
WPB	MP6055SPG	2341	14082463	C83174106	C347G500024
WPB	IMC4500G	108362	14691214	C83240101	3120B100069
WPB	MP 6055	2342	14082470	C83174105	C347G500004
WPB			14082462	C83174107	C347G500027
WPB	MPC4503G	106957	14426948	C83197977	E177G800180
WPB	MP4054SPG	4725	14022034	C83142304	G176L900158
WPB	MP171SPF	4702	11851789	C01119874	V4408708377
WPB	MP4000B	1667	11189599	C09039128	M5485100780
WPB	MP6054SPG	4723	14021967	C83142646	G196LA00018
WPB	MPC4503G	106958	14428135	C83197976	E177G700059
WPB	IMC4500G	108363	14691134	C83240102	3120B100070

U.S. Probation Office

Bldg	Model Name	Tag #	EID	Serial Number	Serial Number
FTL	MP4054SPG	106605	13798159	C83123413	G176L400003
FTL	MP7502SP	106606	13797688	C83122628	W876L300661
FTL	MP7502SP	106607	13622874	C83104458	W875L800598
FTP	MP4054SPG	106515	13798292	C83123416	G176L400011
FTP	AFMP7001SP	105564	11860050	C01129335	V7005700092
FTP	MP4054SPG	106514	13798071	C83123417	G176L400016
HWD	AFMP7001SP	105567	11886479	C01129333	V7005700101

HWD	MP4054SPG	106604	13797544	C83122938	G176L300090
HWD	AFMP7001SP	106286	20436023	V7025400061	V7025400061
KND	MP6055SPG	106898	14354204	C83213165	C349B400009
KND	AFMP7001SP	106284	20408853	V7025400031	V7025400031
ML	AFMP7001SP	105565	11886461	C01129332	V7005700107
ML	AFMP7001SP	106285	20436022	V7025400070	V7025400070
WDF	MP7502SP	106555	13797233	C83122629	W876L300649
WDF	MP7502SP	106486	13797348	C83122453	W876L300670
WDF	MP7502SP	106469	13624810	C83104067	W875L800734
WDF	MP7502SP	106470	13625267	C83104066	W875L800743
WDF	AFMP7001SP	105570	11886478	C01129331	V7005600305
WDF	MP7502SP	104494	13625265	C83104173	W875L900020
WDF	MP6055SPG	106897	14354548	C83213103	C349B400008
WDF	MP6054SPG	106503	13798160	C83123407	G176L400007
WDF	MP7502SP	106479	13625581	C83104459	W875L800740
WDF	AFMP7001SP	106283	20436042	V7025300110	V7025300110
WPB	MP7502SP	106327	13352859	C83073294	W874L900519
WPB	MP4054SPG	106512	13798161	C83123415	G176L400006
WPB	AFMP7001SP	105571	11886632	C01129334	V7005700105
WPB	MP7502SP	106513	13730920	C83106268	W875L900409

U.S. Bankruptcy Court

Bldg	Model Name	Tag #	EID	Serial Number	Serial Number
CCA	MP6055SPG	8068	14204648	C83182495	C347LB00034
CCA	MPC5501G	5142	20325357	V9615100485	V9615100485
CCA	MPC5503G	5772	14094762	C83166552	E187G300118
CCA	MPC4502G	5213	20436347	W512LA01627	W512LA01627
CCA	IMC4500G	8559	14691162	C83240119	3120B100068
CCA	MPC4504EXG	6095	14354783	C83213260	C739B200162
CCA	IMC4500G	6096	14355630	C83214755	3129B500022
FTL	MP5001G	5117	20261730	V8000100027	V8000100027
FTL	MP5001G	5116	20261869	V8010600016	V8010600016
FTL	MPC4502G	5215	20436333	W512LA01621	W512LA01621
FTL	IMC4500G	5118	14490676	C83224838	3129B800046
FTL	IMC4500G		14490689	C83224922	3129B900005
WPB	MPC5501G	5123	20262852	V8010600021	V8010600021
WPB	IMC4500G	5121	14690425	C83236302	3120B100006
WPB	MPC4503G	8241	14427210	C83197080	E177G800029
WPB	IMC4500G	5120	14502206	C83236303	3120B100003

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)

3-195

Exemption from Application of the Service Contract Act to Contracts for
Maintenance, Calibration, or Repair of Certain Equipment - Certification

APR 2011

(a) The offeror shall check following certification:

CERTIFICATION

The offeror does does not certify that --

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting

ing the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision --

(1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(END)

Instructions to Offerors or Respondents

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

Clause	Title	Date
3-100	Instructions to Offerors	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)

4-1 Type of Contract JAN 2003

The judiciary plans to award a firm fixed price 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.

(END)

Evaluation of Quotes

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

Clause	Title	Date
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Clause	Title	Date
2-85A	Evaluation Inclusive of Options	JAN 2003