

**U.S. Bankruptcy Court, Northern District of Ohio**  
**Request for Vendor Quotes OHNB2020COPIERMAINT**  
**Maintenance Service Agreement for Copier/Scanners**

Request Posted/Distributed: April 1, 2020

**Vendor Quotes Due: April 8, 2020**

Summary

This is a request for vendor quotes: open market pricing of a service agreement for the maintenance and repair of sixteen (16) copier/scanner units, located in the five (5) cities throughout the district of the Northern Ohio U.S. Bankruptcy Court. The attached quote sheet is a list of the specific unit models and their locations. The award will be made based on the lowest-priced, technically acceptable offer.

Submitting Vendor Quotes

**Vendor quotes are due by April 8, 2020 at 4:00 PM** (Eastern Daylight Time). Responses shall be submitted to the email address: [OHNB\\_VendorQuotes@ohnb.uscourts.gov](mailto:OHNB_VendorQuotes@ohnb.uscourts.gov).

Responses shall be submitted in PDF format, using the attached quote sheet (to show price by copier unit and court location): *Quote Sheet for RFQ OHNB2020COPIERMAINT*.

If you have questions regarding this solicitation, please submit the questions in writing to the email address above. Questions and answers will be provided to all offerors. Telephoned questions will not be accepted. Please note that the Court reserves the right to cancel this RFQ before an award is made.

Technical Requirements

The maintenance agreement shall include unlimited copies, all parts (including developer drums), labor, toner, staples, and supplies (excluding paper). The agreement is for full service maintenance including full maintenance, emergency calls, parts and labor, and all other services necessary to keep the copiers operational at least 95% of the time, and maintained in good working condition. The agreement shall include preventive maintenance, to be performed on an annual basis for each unit. The service agreement must include all locations and all copier units: seven (7) Ricoh B&W MP4002SPG copiers and nine (9) Ricoh Color MPC4503G copiers.

Maintenance and repairs of each unit must be performed during normal working hours of the Court: Monday through Friday, 8:00 AM - 5:00 PM (excluding federal holidays). The Contractor shall respond to verbal or electronic requests for service calls within a four (4) hour period. Repairs are considered completed when the copiers are repaired (and accessory products replaced) so that copiers are in good working order, in accordance with the manufacturer's recommendations. Parts which are replaced when the equipment is serviced will become the property of the Court. Supplies shall be delivered to the destination location within three (3) business days of the receipt of the consumable request.

The coverage period for the maintenance agreement is April 15, 2020 through September 30, 2020.

Attachment

## Quote Sheet for RFQ OHNB2020COPIERMAINT

Vendor quotes shall be submitted in such a manner that pricing is broken down by unit and location. For this purpose, please use the chart provided.

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Maintenance agreement for 1 Ricoh MP4002SPG (black & white) copier and 1 Ricoh MPC4503G (color) copier located in John F. Seiberling U.S. Courthouse, 2 South Main Street, Akron, Ohio 44308	1 B&W 1 Color	Month/ Year		(contractor will fill in - where quantity is 1, extended and unit prices will be the same)
2	Maintenance agreement for 1 Ricoh MP4002SPG and 2 Ricoh MPC4503G copiers located in Ralph Regula U.S. Courthouse, 401 McKinley Avenue, S.W., Canton, Ohio 44702-1745	1 B&W 2 Color			
3	Maintenance agreement for 3 Ricoh MP4002SPG and 3 Ricoh MPC4503G copiers located in Howard M. Metzzenbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114-1235	3 B&W 3 Color			
4	Maintenance agreement for 1 Ricoh MP4002SPG and 2 Ricoh MPC4503G copiers located in James M. & Thomas W.L. Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio 43604	1 B&W 2 Color			
5	Maintenance agreement for 1 Ricoh MP4002SPG and 1 Ricoh MPC4503G copier located in Nathaniel R. Jones courthouse, 10 East Commerce Street, Youngstown, Ohio 44503-1621	1 B&W 1 Color			
				<b>TOTAL</b>	(contractor will fill in)

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor's Street Address

\_\_\_\_\_  
Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS number

\_\_\_\_\_  
Printed or Typed Name of Signatory

\_\_\_\_\_  
Discount Terms or Net 30?

**APPENDIX A**  
**SUBMISSION OF QUOTE AND EVALUATION OF OFFERS**

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

  X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 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)

**Solicitation Provisions Incorporated by Reference**

       Provision 2-70 Site Visit (JAN 2003)

       Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

       Provision 3-135 Single or Multiple Awards (JAN 2003)

**Additional Solicitation Provisions**

       Provision 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 September 30, 2020; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days 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 3 years, 6 months.

(end)

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

The judiciary plans to award an open market 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)

  X Clause 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 (APR 2013)
- (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 (APR 2011)
- (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 stated 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 (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

(c) Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U.S. Virgin Islands.)

(7) The following apply to services only:

(a) Clause 1-1, Employment by the Government (JAN 2003)

(b) Clause 1-5, Conflict of Interest (AUG 2004)

(c) Clause 3-160, Service Contract Labor Standards (MAR 2019) (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, or Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements apply. See (7)(g) and (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 contracts.)

(g) Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019) (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 Labor Standards to Contracts for Certain Services – Requirements (MAR 2019) (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 contract. 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 contract, 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 contract, 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 contract, 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 contract 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 contract.

(end)

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

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and

other returns. The TIN may be either a social security number or an employer identification number.

- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):* \_\_\_\_\_

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

(e) *Type of organization:*

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;



other \_\_\_\_\_.

(f) *Contractor representations.*

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

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

(end)

X Provision 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 other 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 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)