

**OPEN MARKET  
Request for Quotations  
Lowest Price, Technically Acceptable & Evaluation**

RFQ Number: USCA 17-001

Request Date: March 10, 2017

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*(PUBLIC NOTIFICATION)*

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**Special Notes:**

This is a request for **Open Market Pricing: DIGITAL COPIERS MFD “NEW”**

Quotes may be faxed or e-mailed to the below listed address by **close of business day (Friday, March 17, 2017 or sooner)** local time, no exceptions. However, hand-carried quotes are to be delivered by the same time at (333 Constitution Ave., NW Rm 5327 Washington, DC 20001) to (Attention: (Dana L. Bethea)).

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer, and service history evaluation.**

Quotes and questions concerning this RFQ should be addressed to:

*Dana L. Bethea*

*U.S. Court of Appeals*

*333 Constitution Ave., NW*

*Rm 5313 - Procurement*

*(202) 216-7297 office*

*(202) 273-0633 fax*

*dana\_bethea@cadc.uscourts.gov*

Product to be delivered, installed, and connected to a Microsoft Active Directory print server located at: (E. Barrett Prettyman Courthouse, 333 Constitution Ave., NW Washington, DC 20001).

Sincerely,

*Dana L. Bethea*

Contracting Officer

**REQUIREMENTS: THE EQUIPMENT QUOTED MUST BE NEW PRODUCT, NO REFURBISHED**

(1) 55cpm Color & BW (Unit will be used in our Case Administrator Section)

Fax Board

Print/Copy **Scan with embedded OCR capability**

Front Loading Paper Trays (4) capacity: accepting Letter, Letter-R, Legal, 11 x 17

High Capacity Tandem Tray (attached to side holding a minimum of 3K sheets)

Booklet Maker Finisher with Multi-Position Stapling and Hole Punch

Auto Data Overwrite: (after each copy/print/scan job)

(1) 55 cpm Color & B/W (Unit will be used in Legal Division

Fax Board

Print/Copy **Scan with embedded OCR capability**

Front Loading Paper Trays (3 Tray option) Letter, Legal, bottom tandem holding 2,180 sheet capacity

Booklet Maker Finisher with Multi-Position Finisher and hole punch

Auto Data Overwrite: (after each copy/print/scan job)

**SPECIAL NOTE:**

**OCR SCANNING MUST:**

The proposed equipment must be able to successfully scan **WITHOUT ALTERATION** handwritten, date stamped, and color ink documents. The U.S. Court of Appeals routinely scans and OCR's case filings that are submitted on paper. The official dates reflecting when a document was received by the court are date stamped using color ink. As the custodian of the records, the Clerk's Office must have the exact image of paper documents in the electronic case management system. You will be required to make available the proposed equipment for testing of such documents.

**SERVICE CALLS**

**The court requires a (4hr) response time for all service calls. The court will require (3) references from any contractor responding with a proposal so that service history can be evaluated. The service history evaluation will have a bearing on award as it is imperative that equipment is not out of service for an extended period of time.**

**FINAL NOTES:**

The Court will not enter into a service agreement at time of purchase. Generally, all equipment comes with a standard 90 - 120 day warranty from the manufacturer. The court will exercise this option first for any service issues and then enter into a service agreement with the selected contractor. There will be no trade in copiers.

**TERMS AND CONDITIONS**  
**Provisions and Clauses**

**1) 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>

**2) Clause B-5 Clauses Incorporated by Reference (SEP 2010)**

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 judiciary clauses are incorporated by reference:

<b>Clause 3-3</b>	<b>Provisions, Clauses, Terms and Conditions - Small Purchases</b>	<b>APR 2011</b>
<b>Clause 6-20</b>	<b>Insurance - Work On or Within a Judiciary Facility</b>	<b>APR 2011</b>
<b>Clause 6-25</b>	<b>Insurance - Liability to Third Persons</b>	<b>JAN 2003</b>
<b>Clause 7-20</b>	<b>Security Requirements</b>	<b>APR 2011</b>

**3) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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/these address(es): <https://www.acquisition.gov/far/index.html>

The following Federal Acquisition Regulation (FAR) Clauses, applicable to construction, are hereby incorporated by reference:

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.222-5	Davis Bacon Act - Secondary Site of the Work	JUL 2005
52.226-6	Davis Bacon Act	JUL 2005
52-227-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination - Debarment	FEB 1988

52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.236-2	Differing Site Conditions	APR 1984
52-236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-10	Default (Fixed-Price Construction)	APR 1984

**4) FAR 52.228-13 Alternative Payment Protections**

- (a) The Contractor shall submit one of the following payment protections:

N/A

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within   0   days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

**5) Incorporation of Department of Labor Service Contract Act Wage Rate Determination**

N/A

**6) 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 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 below 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, 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)

(End of provision)