

Request for Quotation

RFQ Number: **138671RP001**

Request Date: **July 8, 2013**

The United States Bankruptcy Court for the District of South Carolina is seeking quotes for **OPEN MARKET** Brand Specific pricing for **(5) Canon Digital Copier/Printer/Scanners (MFP's)** with **Uniflow management software**.

Quotes may be faxed or e-mailed to the address listed below by 4:00 pm July 18, 2013 local time, no exceptions. Hand carried quotes are to be delivered by the same time at the location listed below to the attention of Rachel Price, Contracting Officer. Submit a technical proposal describing your approach and project management in accordance with the attached requirements. **ALL items for this RFQ should be quoted F.o.b. Destination.**

The *Price* quote will be submitted in two parts and will constitute the evaluated price.

1. The Court intends to purchase 5 MFP's and the pricing should be in accordance with the requirements and specifications attached.
2. The second part (see optional pricing provision 2-85A, purchase order term and conditions) should include the maintenance/service contract costs that details the "per print" calculations for B/W and Color over a 12 month contract period (please refer to the "maintenance contract" section in the requirement/specifications document attached for details). To assist with this calculation, the Court has conducted a 41 day page count analysis that resulted in approximately 20,000 prints. 1,000 of those prints had been color. As stated in the attached requirement/specifications, this service agreement is optional to the Court ("government") and is under no obligation to exercise this contract agreement.

The Court will take the results of the 41 day page count analysis and use those numbers to estimate that the Court will print 180,000 B/W prints and 9,000 color prints over a 12 month contract period. The formula used is $180,000 \times \text{B/W per print cost} = \text{total b/w per print cost}$. This is then added to the $9,000 \times \text{color per print cost} = \text{total color per print cost}$. The contract quote **must** be for 12 months and **not** for 189,000 prints. The results of this price plus the part 1 price will be the evaluated price.

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

Quotes and questions concerning this RFQ should be addressed to:

Rachel Price, Contracting Officer
U.S. Bankruptcy Court
District of South Carolina
1100 Laurel Street
Columbia, SC 29201

phone (803) 765-5007
facsimile (803) 253-3024
e-mail: rachel_price@scb.uscourts.gov

Technical questions should be addressed to:

Mark Tyan, COTR
phone (803) 765-5042
e-mail mark_tyan@scb.uscourts.gov

Upon the award and the completion of the same, the Court has 60 days to review the deliverables. If deficiencies are found, the contractor shall cure those deficiencies as soon as possible and resubmit the deliverables for review. Corrections are to be accomplished at no additional cost to the judiciary if the deliverable existed in the original requirements/specifications.

Below are the Purchase Order Terms and Conditions which include applicable provisions and clauses.

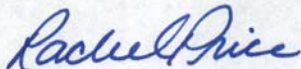
The requested installation(s) will occur at:

U.S. Bankruptcy Court
1100 Laurel Street
Columbia, SC 29201

U.S. Bankruptcy Court
201 Magnolia Street
Spartanburg, SC 29306

U.S. Bankruptcy Court
145 King Street, Room 225
Charleston, SC 29401

Sincerely,



Rachel Price
Contracting Officer

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

1) Clause 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>

3) The following clauses are included by reference:

Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
Clause 2-35, F.O.B. Destination, within Judiciaries Premises (JAN 2003)
Clause 2-95, Material Requirements (JAN 2003)
Clause 7-25, Indemnification (AUG 2004)
Clause 7-30, Public use of the Name of the Federal Judiciary (JAN 2003)
Clause 7-35, Disclosure of Information (APR 2010)
Clause 7-95, Contractor Inspection Requirements (JAN 2003)
Clause 7-130, Interest(Prompt Payment) (JAN 2003)
Clause 7-140, Discounts for Prompt Payment (JAN 2003)
Clause 7-235, Disputes (JAN 2003)

4) Provision 2-70, Site Visit (JAN 2003)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.

5) Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

(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 (SEP 2010)
- (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 (JAN 2003)
- (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 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 contracts.)
 - 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

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 60 days 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.

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

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

7) Clause 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 **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 12 months.

8) 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) insubstantial 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, pricelist, 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 offer or; 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.

7) 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.

Requirements/Specifications

Qty. – 4 - Multifunction Devices (MFP) B/W,

Canon ImageRunner Series 2525G

Specifications:

Up to 25 ppm (minimum for letter B/W)

Availability to force duplex printing.

Stapler and a Finisher that accommodates 1500 sheets before paper needs to be removed.

Visual Operation Panel 5.7" QVGA Black-and-White LCD Touch-Screen (minimal size of display)

Standard: 512MB RAM

Network Interface Connection Ethernet 10/100Base-TX

Standard Networked – Support for Microsoft Active Directory - 2008R2

Qty. – 1 - Multifunction Devices (MFP) Color and B/W,

Canon ImageRunner Series C5235

Specifications:

35 ppm (letter B/W), Up to 30 ppm (letter Color)

Availability to force duplex printing and B/W printing. Printing in Color would be a user choice option.

Stapler and a Finisher that accommodates 1500 sheets before paper needs to be removed.

Visual Operation Panel 8.4" SVGA TFT Color Screen

Standard: 2GB RAM

Network Interface Connection Ethernet 10/100Base-TX

Standard Networked – Support for Microsoft Active Directory - 2008R2

Security Specifications: Department ID Management, User ID Management, IPv4/IPv6, Restricting Features (Restricting the Send Function, Restricting New Addresses on Address Book, Address Book Password, MAC/IP Address Filtering, SMTP Authentication, POP Authentication)

Scanning Requirements: Paper Feeder capacity (ADF): Capable of feeding 50 sheets (letter)

Allow Scanning options for B/W and Color.

Destination Specifications, resolution and File format options: E-Mail, Must have the ability to send scans to a network file server share (Windows Server 2008R2) Various Scan Resolution Options(dpi) must be available. Also, availability of duplex scanning.

File Format options: TIFF, JPEG, PDF, PDF (Compact), PDF (OCR), Data Format TIFF

Other Optional Accessories: FAX option not needed at this time, but must have provisions to add fax solution in the future without replacing unit(s).

Software/hardware Management solution requirements: A centralized management software tool/suite ("**UniFlowSoftware**") must be included to manage all the MFP devices. This tool should allow full granular control over the users print and scan jobs. This software should track printing costs, print from a smartphone devices, re-route print jobs based on size and cost calculations, manage older

devices on the network, enhance document security, device details readings and allow web based access to console tools. It should also allow the Court to manage print volume, duplex printing, and the MFP's full functionality. This software should also allow a secure printing idea that uses a card reader that would allow users to authenticate at the unit(s) and retrieve their print job while standing at any of the deployed MFP's. The user should also be allowed to login into the unit as an additional option using their AD credentials for the Courts network.

Repurpose Installation/Configuration: The Court currently owns a Canon ImageRunner 5055 and (2) Canon ImageRunner 2525G's that will be repurposed and included in the managed print project. The Software must be compatible with these units and be able to centrally manage them also.

The selected vendor will install, connect, configure and train (2) Two Court IT staff on all MFP's units. This installation requirement will also include Software and secure print setup, configure and training.

To summarize, Six MFP's (3 existing, 3 new MFP's, 2-2525G's & 1-C5235) will be located through-out the Columbia Building, and two units (new 2525G's) will be installed; (1) in Spartanburg and (1) in the Charleston Court locations.

Maintenance Contracts, Service and Support calls: The Court will not enter into a service maintenance 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 may enter into a 12 month service agreement with the selected vendor prior to expiration. This is considered an "optional agreement"; the Court ("government") is under no obligation to exercise this contract agreement.

The contract **MUST** include all MFP's parts, labor, unlimited service, drums, toner, supplies, software & firmware updates except for paper and staples. Each MFP **MUST** include an onsite replacement toner. The color unit **MUST** include one replacement toner for each color onsite as well.

Service/support technicians **MUST** be certified by the manufacture for supporting the manufactured MFP's and **MUST** be certified by the manufacture to support the software tool/suite ("Uniflow") that manages all the MFP's in the current release version. The court requires a (4hr) response time for all service calls.