

Request for Quotation

United States District Court
Northern District of Ohio
801 W. Superior Ave
Cleveland, Ohio 44113

REQUEST FOR QUOTE NUMBER: OHND-16-04-DCA
TITLE: Multi-Year Copier Maintenance Contract Services
DATE: October 28, 2015

Special Note:

This is a request for **Open Market Pricing**. Awards will be based on lowest cost.

Quotes may be faxed, e-mailed or hand delivered to the address listed below no later than **Friday, November 20, 2015 no later than 4:00 pm local time**. Use the attached worksheets and quote sheet for a price quotation broken down as indicated.

Three pricing responses are requested. One price quote should be based upon award of a three-year multi-year contract. The second price quote should be based upon award of a one year base period, with options for the court to extend the period of performance for two additional one year periods. If a multi-year award is made, the award may obligate funds for the entire four year period, or the funds may be obligated annually, at the discretion of the court.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. The court reserves the right to make more than one award based on location or manufacturer should that be determined to be in the best interest of the judiciary.

Quotes and questions concerning this RFQ should be addressed to Shari Vance at:

U.S. District Court, Northern District of Ohio
801 West Superior Avenue, Room 2-141
Cleveland, Ohio 44113-1830

Phone Number: (216) 357-7073
Facsimile Number: (216) 357-7048
E Mail Address: sharon_vance@ohnd.uscourts.gov

Sincerely,

Shari Vance
Contracting Officer

Attachments

Quote Sheet for RFQ OHND-16-04-DCA

Item No.	Description	Base Year Annual Rate Attachment A	Option Year 1 Annual Rate Attachment B	Option Year 2 Annual Rate Attachment C
1	Provide copier maintenance service at the Akron, OH location Six (6) copiers			
2	Provide copier maintenance service at the Cleveland, OH location Twenty five (25) copiers			
3	Provide copier maintenance service at the Toledo, OH location Nine (9) copiers			
4	Provide copier maintenance service at the Youngstown, OH location Three (3) copiers			

Signature of Person Authorized to Sign Quote

Date

Printed or Typed Name of Signator

Discount Terms or Net 30?

Tax Identification Number

Vendors must acknowledge that they will comply with the Court's Purchase Order Terms and Conditions, attached hereto as "Attachment D."

Scope of Work

A GENERAL INFORMATION

The U.S. District Court for the Northern District of Ohio is soliciting for a maintenance agreement for 43 multi-function networked copiers located throughout the district in Akron, Cleveland, Toledo and Youngstown. The maintenance agreement for each copier will begin with a base-year contract and two (2) optional year contracts to follow. The base year for the maintenance agreement for each copier will begin on December 1, 2015 and will end on November 30, 2016; the first (1) option year will begin on December 1, 2016 and end on November 30, 2017 and the second (2) option year will begin on December 1, 2017 and end on November 30, 2018.

The Court is seeking "cost per copy" maintenance agreements for all copiers as itemized on the attached worksheets (Attachments A, B, C).

Courthouse locations:

1. Carl B. Stokes Courthouse - This location will be used for all contract, billing and payables inquiries.
801 W. Superior Avenue, Room 2-141, Cleveland, Ohio 44113
2. John F. Seiberling Federal Building and U.S. Court House
2 South Main Street, Akron, Ohio 44308
3. James M. Ashley & Thomas W.L. Ashley U.S. Court House
1716 Spielbusch Avenue, Toledo, Ohio 43604
4. Thomas D. Lambros Federal Building and U.S. Court House
125 Market Street, Youngstown, Ohio 44503

B DESCRIPTION OF WORK

The Contractor will supply quotes for maintenance agreements for forty three (43) multi-function copiers. Quotes needed for comparison are 1) based upon award of a three-year multi-year contract and 2) based upon award of a one year base period, with options for the court to extend two additional one year periods.

C MAINTENANCE AGREEMENT

Maintenance service contract must be such that the copiers are kept in good working condition at all times and will become effective on December 1, 2015. The cost for all parts and supplies (with the exception of staples and paper) and labor for maintaining the copiers shall be included in the total maintenance agreement. No additional charges for time, materials or other related costs shall be made.

1. Preventative Maintenance

The responsibility for maintaining the equipment in good working condition rests with the Contractor. Preventive maintenance (required to inspect and clean, lubricate and adjust the equipment) shall be performed. The cost of this maintenance is included in the maintenance agreement. The Contractor shall keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority.

2. Replacement Parts

Replacement parts shall be available for all copiers for the full duration of any Contract resulting from a call-up for repair or maintenance of said contract. All parts supplied by the Contractor in performing the maintenance services shall be new or of equal quality. Any software programs installed should be the latest version released, unless otherwise specified, and shall be provided with the normal manufacturer's warranty and customer support.

3. Assigned Personnel

The Contractor shall provide the necessary trained personnel to perform the above specified services.

4. Dispatch of Personnel

The Contractor shall have a process to log service calls and dispatch trained personnel. These logs shall be available to the Contracting Officer upon request. The Contractor shall indicate clearly how the Identified User (person calling in the request) is to contact the Contractor's Service personnel in the event of service disruption. Maintenance Dispatch telephone number, must be accessible to any Identified User during the hours of 08:00 a.m. to 4:30 p.m. (Eastern Standard Time), Monday through Friday, excluding statutory holidays.

5. Service Response Time

This shall not exceed four (4) hours from the time the Contractor has been notified, regardless of the location from which the maintenance services are provided. Time measurements do not include weekends and statutory holidays. Response time is calculated from the time the Contractor has been notified by the Court to the completion of the remedial service by the Contractor. The Contractor shall work continuously in performing the maintenance until the copier(s) being serviced is operative or until the end-user notifies the Contractor to suspend work.

6. Travel Charges

No additional travel charges shall be charged for delivery of parts/supplies, installation or maintenance of any copier as identified on the attached worksheets.

7. Site Regulations (On-site Service Requirement)

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

8. Safety Regulations and Labor Codes

The Contractor must adhere to all safety rules, regulations and labor codes in force in all jurisdictions where the work is to be performed.

D COPIER SPECIFICATIONS AND CAPABILITIES

1. Networked, built-in with scanning capabilities
2. Scan once, print many
3. Fax modem, built-in
4. Sorter/Finisher with stapling
5. Automatic document feeder
6. Duplexing

7. Reduction/Enlargement feature
8. Supplies - toner must be included in the maintenance agreement (excluding paper and staples)
9. Local Service
10. Response Time - Within 8 hours

E QUALITY CONTROL/ASSURANCE

Service technicians must be available on an on-call basis to perform scheduled preventive maintenance and repairs for copiers. Response time for on-site repairs and service calls should be within eight (8) hours.

F HOURS OF OPERATIONS/SCHEDULE

Normal business hours for all four Courthouse locations are 8:00 a.m. to 4:30 pm Monday through Friday.

G RECORDS

All records and contract information can be obtained from the Contracting Officer. Invoices and receipting information should be directed to the Procurement Department, at the Carl B. Stokes Courthouse located at 801 W. Superior Avenue, Room 2-141, Cleveland, Ohio 44113.

H GOVERNMENT PROVIDED SUPPLIES/SERVICES

The Contracting Officer's Representative (COR) or the Contracting Officer (CO) will be available at each location to coordinate with the service technicians for maintenance and repairs to the copiers. The Contracting Officer (CO) will also be available to answer questions concerning the contract, receipts, meter readings or payment information.

I CONTRACTOR FURNISHED SUPPLIES/SERVICES

The Contractor will furnish all parts and labor to maintain the copiers for the maintenance agreements (See Section C). Toner for the copiers will be furnished by the Contractor. Either the COR or the CO will furnish meter readings to the Contractor in order to 1) restock the toner and 2) calculate the invoices.

J METHOD OF PAYMENT

Invoices for the maintenance agreement will be submitted monthly to the Procurement Department at the Carl B. Stokes Courthouse. **Invoices are to be billed in arrears.** Copy charges are to be calculated and billed at a "cost per copy" rate, based on actual usage.

K CANCELLATION

Copiers may be removed from service by the Court, at any time during the contract period, at no penalty to the Court

L AWARD CRITERIA

The contract(s) award will be awarded to the lowest price, technically acceptable offer. Award will be based on the following criteria:

1.
 - a. Total Annual Cost for the base year (Attachment A)
 - b. Total Annual Cost for the entire multi-year contract period including the requirement for each optional year (Attachments B and C)
2. Contractor's ability to meet or exceed the Court's response time requirement as referenced in Section C.5.

Base Year Worksheet - First Year (One Year) as of 9/30/15

Equipment Information				Current Copy Counts					Monthly Average	Cost Per Copy Rate	Estimated Annual Cost	
Location	Manufacturer	Model	S/N	Date of Install	Meter	1st qtr	2nd qtr	3rd qtr	4th qtr	Monthly Average	Cost Per Copy Rate	Estimated Annual Cost
Akron	Ricoh	6002	W8621600183	Oct 2012	87,365	150	150	150	150	150	\$0.00	\$0.00
Akron	Ricoh	6002	W8621600200	Oct 2012	156,190	10,179	17,361	14,640	22,868	5508	\$0.00	\$0.00
Akron	Ricoh	6002	W8621600315	Oct 2012	43,320	2,490	6,466	6,887	8,573	1844	\$0.00	\$0.00
Akron	Ricoh	7052		Oct 2015	new	5,467	8,314	6,600	8,211	2280	\$0.00	\$0.00
Akron	Ricoh	6054		Oct 2015	new	3,836	9,334	6,553	8,184	2003	\$0.00	\$0.00
Akron	Gest	745eSPF	2875601499	Sep 2007	180,663	3,275	3,231	4,265	3082	1060	\$0.00	\$0.00
Cleveland	Gest	635	285501334	Sep 2007	6,170	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Gest	745e	2875601655	Oct 2007	159,063	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Gest	745e	2875601653	Oct 2007	188,054	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Gest	745e	2884900763	Mar 2008	350,974	20,794	18,350	16,387	17,285	6347	\$0.00	\$0.00
Cleveland	Gest	745eSPF	2875601450	Sep 2007	164,825	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Ricoh	6054		Oct 2015	new	11,870	9,982	11,292	6,678	3091	\$0.00	\$0.00
Cleveland	Lanier	150	V8005200399	Jun 2010	272,536	3,519	4,721	4,373	3,608	1188	\$0.00	\$0.00
Cleveland	Lanier	150	V8005600466	Sep 2010	6,852	15,877	14,307	12,109	11,539	4569	\$0.00	\$0.00
Cleveland	Lanier	150	V8005200583	Jun 2010	418,770	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Ricoh	3045	9465500318	Aug 2006	404,979	526	434	1,286	715	207	\$0.00	\$0.00
Cleveland	Ricoh	3045	9465500320	Oct 2007	167,627	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Ricoh	6002	W872L700170	Oct 2012	106,401	15,733	16,275	10,154	17,611	5557	\$0.00	\$0.00
Cleveland	Ricoh	6002	W872L600313	Oct 2012	142,352	10,144	10,401	12,514	12,599	3791	\$0.00	\$0.00
Cleveland	Ricoh	6002	W872L600234	Oct 2012	142,352	8,670	11,754	13,025	14,394	3844	\$0.00	\$0.00
Cleveland	Ricoh	6002	W872L600329	Oct 2012	156,648	9,705	11,564	16,662	7,710	2903	\$0.00	\$0.00
Cleveland	Ricoh	6002	W872L600325	Oct 2012	133,006	7,514	10,671	8,928	8,118	2605	\$0.00	\$0.00
Cleveland	Ricoh	6501	7620500119	Oct 2012	166,000	12,771	16,454	15,719	15,400	4695	\$0.00	\$0.00
Cleveland	Ricoh	5002	W534700497	Oct 2014	165,900	9,543	15,930	30,540	11,295	3473	\$0.00	\$0.00
Cleveland	Ricoh	6054		Oct 2015	new	36,337	5,045	16,166	6,566	8560	\$0.00	\$0.00
Cleveland	Ricoh	6054		Oct 2015	new	14,490	7,424	7,641	9,419	3985	\$0.00	\$0.00
Cleveland	Ricoh	AFMP5000SPF	5785400706	Aug 2008	117,174	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Ricoh	ARMP5000SPF	5785300504	Aug 2008	119,230	150	150	150	150	150	\$0.00	\$0.00
Cleveland	Savin	9070sbf	V7015700198	Oct 2011	321,622	21,744	21,301	23,889	24,373	7686	\$0.00	\$0.00
Cleveland	Savin	9240sp	V7915700581	Oct 2011	178,520	9,925	10,044	10,618	14,517	4074	\$0.00	\$0.00
Cleveland	Savin	9240sp	V7915700566	Oct 2011	248,826	23,054	20,660	19,801	11,777	5805	\$0.00	\$0.00
Cleveland	Savin	9240sp	V7915700587	Oct 2011	421,078	23,260	25,610	28,042	28,095	8559	\$0.00	\$0.00
Toledo	Lanier	150	V8005200405	Jun 2010	181,721	8,289	6,765	7,362	5,791	2347	\$0.00	\$0.00
Toledo	Lanier	433	M6205400036	Jun 2010	7,714	965	403	452	183	191	\$0.00	\$0.00
Toledo	Ricoh	6002	W872L900205	Oct 2012	65,862	7,111	5,066	7,627	5,116	2038	\$0.00	\$0.00
Toledo	Ricoh	6002	W872L900310	Oct 2012	72,148	150	150	150	150	150	\$0.00	\$0.00
Toledo	Ricoh	6002	W872L900497	Oct 2012	182,472	21,456	14,519	19,077	24,741	7700	\$0.00	\$0.00
Toledo	Ricoh	6002	W872L900378	Oct 2012	75,847	5,424	5,984	7,947	7,952	2229	\$0.00	\$0.00
Toledo	Ricoh	6002	W872L900379	Oct 2012	80,718	6,302	8,475	10,117	9,909	2602	\$0.00	\$0.00
Toledo	Ricoh	7052		Oct 2015	new	7,807	7,989	8,011	8,622	2738	\$0.00	\$0.00
Toledo	Savin	9240sp	V7915700585	Oct 2011	112,587	6,626	8,596	10,149	7,861	2415	\$0.00	\$0.00
Youngstown	Ricoh	6002	W862L600371	Sep 2012	155,503	15,971	14,858	17,986	14,486	5076	\$0.00	\$0.00
Youngstown	Ricoh	7502	W872L700300	Sep 2012	154,457	10,997	16,285	8,019	9,841	3473	\$0.00	\$0.00
Youngstown	Savin	9240sp	V7915700571	Oct 2011	32,978	14,958	12,130	15,796	9,448	4068	\$0.00	\$0.00

B&W Prints
Color Prints

Option Year 1 Worksheet

as of 9/30/15

Equipment Information				Current Copy Counts					Monthly Average	Cost Per Copy	Estimated Annual Cost
Location	Manufacturer	Model	S/N	Date of Install	Meter	1st qtr	2nd qtr	3rd qtr	4th qtr	Average	Rate
Akron	Ricoh	6002	W8621600183	Oct 2012	87,365	150	150	150	150	150	\$0.00
Akron	Ricoh	6002	W8621600200	Oct 2012	156,190	10,179	17,361	14,640	22868	5508	\$0.00
Akron	Ricoh	6002	W8621600315	Oct 2012	43,320	2,490	6,466	6,887	8573	1844	\$0.00
Akron	Ricoh	7052		Oct 2015	new	5,467	8,314	6,600	8211	2280	\$0.00
Akron	Ricoh	6054		Oct 2015	new	3,836	9,334	6,553	8184	2003	\$0.00
Akron	Gest	745eSPF	2875601499	Sep 2007	180,663	3,275	3,231	4,265	3082	1060	\$0.00
Cleveland	Gest	635	285501334	Sep 2007	6,170	150	150	150	150	150	\$0.00
Cleveland	Gest	745e	2875601655	Oct 2007	159,063	150	150	150	150	150	\$0.00
Cleveland	Gest	745e	2875601653	Oct 2007	188,054	150	150	150	150	150	\$0.00
Cleveland	Gest	745e	2884900763	Mar 2008	350,974	20,794	18,350	16,387	17285	6347	\$0.00
Cleveland	Gest	745eSPF	2875601450	Sep 2007	164,825	150	150	150	150	150	\$0.00
Cleveland	Ricoh	6054		Oct 2015	new	11,870	9,982	11,292	6678	3091	\$0.00
Cleveland	Lanier	150	V8005200399	Jun 2010	272,536	3,519	4,721	4,373	3608	1188	\$0.00
Cleveland	Lanier	150	V8005600466	Sep 2010	6,852	15,877	14,307	12,109	11539	4569	\$0.00
Cleveland	Lanier	150	V8005200583	Jun 2010	418,770	150	150	150	150	150	\$0.00
Cleveland	Ricoh	3045	9465500318	Aug 2006	404,979	526	434	1,286	715	207	\$0.00
Cleveland	Ricoh	3045	9465500320	Oct 2007	167,627	150	150	150	150	150	\$0.00
Cleveland	Ricoh	6002	W872L700170	Oct 2012	106,401	15,733	16,275	10,154	17611	5557	\$0.00
Cleveland	Ricoh	6002	W872L600313	Oct 2012	142,352	10,144	10,401	12,514	12699	3791	\$0.00
Cleveland	Ricoh	6002	W872L600234	Oct 2012	142,352	8,670	11,754	13,025	14394	3844	\$0.00
Cleveland	Ricoh	6002	W872L600329	Oct 2012	156,648	9,705	11,564	16,662	7710	2903	\$0.00
Cleveland	Ricoh	6002	W872L600325	Oct 2012	133,006	7,514	10,671	8,928	8118	2605	\$0.00
*Cleveland	Ricoh	6501	7620500119	Oct 2012	166,000	12,771	16,454	15,719	15400	4695	\$0.00
Cleveland	Ricoh	5002	W534700497	Oct 2014	165,900	9,543	15,930	30,540	11295	3473	\$0.00
Cleveland	Ricoh	6054		Oct 2015	new	36,337	5,045	16,166	6,566	8560	\$0.00
Cleveland	Ricoh	AFMP5000SPF	5785400706	Aug 2008	117,174	150	150	150	150	150	\$0.00
Cleveland	Ricoh	ARMF5000SPF	5785300504	Aug 2008	119,230	150	150	150	150	150	\$0.00
Cleveland	Savin	9070sp	V7015700198	Oct 2011	321,622	21,744	21,301	23,889	24373	7686	\$0.00
Cleveland	Savin	9240sp	V7915700581	Oct 2011	178,520	9,925	10,044	10,618	14517	4074	\$0.00
Cleveland	Savin	9240sp	V7915700586	Oct 2011	248,826	23,054	20,660	19,801	11777	5805	\$0.00
Cleveland	Savin	9240sp	V7915700587	Oct 2011	421,078	23,260	25,610	28,042	28095	8559	\$0.00
Toledo	Lanier	150	V8005200405	Jun 2010	181,721	8,289	6,765	7,362	5791	2347	\$0.00
Toledo	Lanier	433	M6205400036	Jun 2010	7,714	965	403	452	183	191	\$0.00
Toledo	Ricoh	6002	W872L900205	Oct 2012	65,862	7,111	5,066	7,627	5116	2038	\$0.00
Toledo	Ricoh	6002	W872L900310	Oct 2012	72,148	150	150	150	150	150	\$0.00
Toledo	Ricoh	6002	W872L900497	Oct 2012	182,472	21,456	14,519	19,077	24741	7700	\$0.00
Toledo	Ricoh	6002	W872L900378	Oct 2012	75,847	5,424	5,984	7,947	7952	2229	\$0.00
Toledo	Ricoh	6002	W872L900379	Oct 2012	80,718	6,302	8,475	10,117	9309	2602	\$0.00
Toledo	Ricoh	7052		Oct 2015	new	7,807	7,989	8,011	8622	2738	\$0.00
Toledo	Savin	9240sp	V7915700585	Oct 2011	112,587	6,626	8,596	10,149	7861	2415	\$0.00
Youngstown	Ricoh	6002	W862L600371	Sep 2012	155,503	15,971	14,858	17,986	14486	5076	\$0.00
Youngstown	Ricoh	7502	W872L700300	Sep 2012	154,457	10,997	16,285	8,019	9841	3473	\$0.00
Youngstown	Savin	9240sp	V7915700571	Oct 2011	32,978	14,958	12,130	15,796	9448	4068	\$0.00

B&W Prints
Color Prints

*This is a color copier

Attachment C

RFQ No.: OHND-14-03-DCA

Option Year 2 Worksheet

as of 9/30/15

Equipment Information			Copy Counts							Cost Per Copy		Estimated Annual Cost	
Location	Manufacturer	Model	S/N	Date of Install	Meter	1st qtr	2nd qtr	3rd qtr	4th qtr	Monthly Average	Rate	Estimated Annual Cost	
Akron	Ricoh	6002	W8621600183	Oct 2012	87,365	150	150	150	150	150	50	\$0.00	
Akron	Ricoh	6002	W8621600200	Oct 2012	156,190	10,179	17,361	14,640	22868	5508		\$0.00	
Akron	Ricoh	6002	W8621600315	Oct 2012	43,320	2,490	6,466	6,887	8573	1844		\$0.00	
Akron	Ricoh	7052		Oct 2015	new	5,467	6,314	6,600	8211	2260		\$0.00	
Akron	Ricoh	6054		Oct 2015	new	3,836	9,334	6,553	8184	2003		\$0.00	
Akron	Gest	745eSPF	2875601489	Sep 2007	180,663	3,275	3,231	4,265	3082	1060		\$0.00	
Cleveland	Gest	635	285501334	Sep 2007	6,170	150	150	150	150	150	50	\$0.00	
Cleveland	Gest	745e	2875601655	Oct 2007	159,063	150	150	150	150	150	50	\$0.00	
Cleveland	Gest	745e	2875601653	Oct 2007	188,054	150	150	150	150	150	50	\$0.00	
Cleveland	Gest	745e	2884900763	Mar 2008	350,974	20,794	18,350	16,387	17285	6347		\$0.00	
Cleveland	Gest	745eSPF	2875601450	Sep 2007	164,825	150	150	150	150	150	50	\$0.00	
Cleveland	Ricoh	6054		Oct 2015	new	11,870	9,982	11,292	6678	3091		\$0.00	
Cleveland	Lanier	150	V8005200399	Jun 2010	272,536	3,519	4,721	4,373	3608	1188		\$0.00	
Cleveland	Lanier	150	V8005600466	Sep 2010	6,852	15,877	14,307	12,109	11539	4569		\$0.00	
Cleveland	Lanier	150	V8005200583	Jun 2010	418,770	150	150	150	150	150	50	\$0.00	
Cleveland	Ricoh	3045	9465500318	Aug 2006	404,979	526	434	1,286	715	207		\$0.00	
Cleveland	Ricoh	3045	9465500320	Oct 2007	167,627	150	150	150	150	150	50	\$0.00	
Cleveland	Ricoh	6002	W8721700170	Oct 2012	106,401	15,733	16,275	10,154	17611	5557		\$0.00	
Cleveland	Ricoh	6002	W8721600313	Oct 2012	142,352	10,144	10,401	12,514	12599	3791		\$0.00	
Cleveland	Ricoh	6002	W8721600234	Oct 2012	142,352	8,670	11,754	13,025	14394	3844		\$0.00	
Cleveland	Ricoh	6002	W8721600329	Oct 2012	156,648	9,705	11,564	16,662	7710	2903		\$0.00	
Cleveland	Ricoh	6002	W8721600325	Oct 2012	133,006	7,514	10,671	8,928	8118	2605		\$0.00	
*Cleveland	Ricoh	6501	7620500119	Oct 2012	166,000	12,771	16,454	15,719	15400	4695		\$0.00	
Cleveland	Ricoh	5002	W534700497	Oct 2014	36,337	5,045	16,166	6,566	8560	2268		\$0.00	
Cleveland	Ricoh	6054		Oct 2015	new	14,490	7,424	7,641	9419	3985		\$0.00	
Cleveland	Ricoh	AFMP5000SPF	5785400706	Aug 2008	117,174	150	150	150	150	150	50	\$0.00	
Cleveland	Ricoh	ARMF5000SPF	5785300504	Aug 2008	119,230	150	150	150	150	150	50	\$0.00	
Cleveland	Savin	9070sp	V7015700198	Oct 2011	321,622	21,744	21,301	23,889	24373	7686		\$0.00	
Cleveland	Savin	9240sp	V7915700581	Oct 2011	178,520	9,925	10,044	10,618	14517	4074		\$0.00	
Cleveland	Savin	9240sp	V7915700566	Oct 2011	248,826	23,054	20,660	19,801	11777	5805		\$0.00	
Cleveland	Savin	9240sp	V7915700587	Oct 2011	421,078	23,260	25,610	28,042	28095	8559		\$0.00	
Toledo	Lanier	150	V8005200405	Jun 2010	181,721	6,289	6,765	7,362	5791	2347		\$0.00	
Toledo	Lanier	433	M6205400036	Jun 2010	7,714	965	403	452	183	191		\$0.00	
Toledo	Ricoh	6002	W8721900205	Oct 2012	65,862	7,111	5,066	7,627	5116	2038		\$0.00	
Toledo	Ricoh	6002	W8721900310	Oct 2012	72,148	150	150	150	150	150	50	\$0.00	
Toledo	Ricoh	6002	W8721900497	Oct 2012	182,472	21,456	14,519	19,077	24741	7700		\$0.00	
Toledo	Ricoh	6002	W8721900378	Oct 2012	75,847	5,424	5,384	7,947	7952	2229		\$0.00	
Toledo	Ricoh	6002	W8721900379	Oct 2012	80,718	6,302	8,475	10,117	9309	2602		\$0.00	
Toledo	Ricoh	7052		Oct 2015	new	7,807	7,369	8,011	8622	2738		\$0.00	
Toledo	Savin	9240sp	V7915700585	Oct 2011	112,587	6,626	8,596	10,148	7861	2415		\$0.00	
Youngstown	Ricoh	6002	W8621600371	Sep 2012	155,503	15,971	14,858	17,966	14486	5076		\$0.00	
Youngstown	Ricoh	7502	W8721700300	Sep 2012	154,457	10,997	16,285	8,019	9841	3473		\$0.00	
Youngstown	Savin	9240sp	V7915700571	Oct 2011	32,978	14,958	12,130	15,796	9448	4068		\$0.00	

B&W Prints
Color Prints

*This is a color copier

Attachment D

PURCHASE ORDER TERMS AND CONDITIONS Provisions and Clauses

1) **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>

2) **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 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

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.

- 3) The following clauses apply if the court issues an award based on a one year contract with three option periods:

Clause 2-90C, Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than **15 calendar** days prior to the contract's current expiration date **November, 30, 2016**.

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 **15 calendar** days prior to the contract's current expiration date, November 30, 2015, [the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least **30 calendar** 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 three (3).
- 4) The following clauses apply if the court issues an award of a three year multi-year contract:

Clause 4-150, Cancellation Under Multi-Year Contracts (APR 2014)

- (a) "Cancellation," as used in this clause, means that the judiciary is canceling all line items for all products or services in the contract year(s) subsequent to that in which notice of cancellation is provided.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the contracting officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Judiciary clause.
- (c) If cancellation under this clause occurs, the contractor will be paid a cancellation charge not exceeding the cancellation ceiling specified in the contract as applicable at the time of cancellation.
- (d) The cancellation charge will cover only:
 - (1) Costs:
 - (i) Incurred by the contractor and/or subcontractor;
 - (ii) Reasonably necessary for performance of the contract; and
 - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
 - (2) A reasonable profit or fee on the costs.

- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Judiciary clause of this contract. The contractor shall submit the claim promptly but no later than 1 year from the date of notification that funds will not be made available for continued performance.
- (f) The contractor's claim may include:
 - (1) Reasonable fixed costs which are applicable to and normally would have been amortized in all products or services which are multi-year requirements;
 - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
 - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
 - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of contractor or subcontractor learning.
- (g) The claim shall not include:
 - (1) Labor, material, or other expenses incurred by the contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the contractor;
 - (3) Anticipated profit or unearned fee on the canceled work; or
 - (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.
- (h) This contract may include an option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding contract year. If so, the contractor agrees not to include in option quantities any costs of a startup or fixed nature that have been fully set forth in the contract. The contractor further agrees that the option quantities will reflect only those variable costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

Clause 4-160, Cancellation Period and Ceiling (JAN 2014)

The cancellation period referred to in the "Cancellation under Multi-Year Contracts" clause (Clause 4-150) applies to each line item period for each contract year. The cancellation ceilings are set forth below:

Contract Year	Cancellation Period*	Cancellation Ceiling*
Contract Year 2		
Contract Year 3		

* To be completed by Offeror

Clause 7-220 Termination for Convenience (Fixed Price) (JAN 2003)

5) Incorporation of Department of Labor Wage Rate Determination

Department of Labor Service Contract Act Wage Determination No. 05-2415, dated August 21, 2013, is attached (Attachment E) and will be incorporated in any resulting award unless the offeror claims exemption under Provision 3-195.

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 , 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.

7) **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.

8) Information to be provided with quote:

- (a) Completed price quotes providing pricing for both a multi-year and a single year with options
- (b) Completed Provisions 3-5 and 3-195, and Clause 4-160
- (c) Proof of certification of technicians by OEM
- (d) A minimum of three references of similar work performed during the last three years. Include a description of the project, project title, contract number, contract amount, client identification including agency or company name, contracting and technical reviewing official, address and telephone number.

9) Evaluation and Award

The Government will make one award on the basis of lowest price/technically acceptable offer.

Firm fixed-price quotes are requested for both multi-year award and option year award. If the judiciary... determines a multi-year contract is in its best interest, clauses relating to options will be omitted from the award. If the judiciary determines an option year contract is in its best interest, clauses relating to multi-year will be omitted from the award.

Request for Quotation

United States District Court
Northern District of Ohio
801 W. Superior Ave
Cleveland, Ohio 44113

REQUEST FOR QUOTE NUMBER: OHND-16-04-DCA
TITLE: Multi-Year Copier Maintenance Contract Services
DATE: October 28, 2015

Special Note:

This is a request for **Open Market Pricing**. Awards will be based on lowest cost.

Quotes may be faxed, e-mailed or hand delivered to the address listed below no later than **Friday, November 20, 2015 no later than 4:00 pm local time**. Use the attached worksheets and quote sheet for a price quotation broken down as indicated.

Three pricing responses are requested. One price quote should be based upon award of a three-year multi-year contract. The second price quote should be based upon award of a one year base period, with options for the court to extend the period of performance for two additional one year periods. If a multi-year award is made, the award may obligate funds for the entire four year period, or the funds may be obligated annually, at the discretion of the court.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. The court reserves the right to make more than one award based on location or manufacturer should that be determined to be in the best interest of the judiciary.

Quotes and questions concerning this RFQ should be addressed to Shari Vance at:

U.S. District Court, Northern District of Ohio
801 West Superior Avenue, Room 2-141
Cleveland, Ohio 44113-1830

Phone Number: (216) 357-7073
Facsimile Number: (216) 357-7048
E Mail Address: sharon_vance@ohnd.uscourts.gov

Sincerely,

Shari Vance
Contracting Officer

Attachments

Quote Sheet for RFQ OHND-16-04-DCA

Item No.	Description	Base Year Annual Rate Attachment A	Option Year 1 Annual Rate Attachment B	Option Year 2 Annual Rate Attachment C
1	Provide copier maintenance service at the Akron, OH location Six (6) copiers			
2	Provide copier maintenance service at the Cleveland, OH location Twenty five (25) copiers			
3	Provide copier maintenance service at the Toledo, OH location Nine (9) copiers			
4	Provide copier maintenance service at the Youngstown, OH location Three (3) copiers			

Signature of Person Authorized to Sign Quote

Date

Printed or Typed Name of Signator

Discount Terms or Net 30?

Tax Identification Number

Vendors must acknowledge that they will comply with the Court's Purchase Order Terms and Conditions, attached hereto as "Attachment D."

Scope of Work

A GENERAL INFORMATION

The U.S. District Court for the Northern District of Ohio is soliciting for a maintenance agreement for 43 multi-function networked copiers located throughout the district in Akron, Cleveland, Toledo and Youngstown. The maintenance agreement for each copier will begin with a base-year contract and two (2) optional year contracts to follow. The base year for the maintenance agreement for each copier will begin on December 1, 2015 and will end on November 30, 2016; the first (1) option year will begin on December 1, 2016 and end on November 30, 2017 and the second (2) option year will begin on December 1, 2017 and end on November 30, 2018.

The Court is seeking "cost per copy" maintenance agreements for all copiers as itemized on the attached worksheets (Attachments A, B, C).

Courthouse locations:

1. Carl B. Stokes Courthouse - This location will be used for all contract, billing and payables inquiries.
801 W. Superior Avenue, Room 2-141, Cleveland, Ohio 44113
2. John F. Seiberling Federal Building and U.S. Court House
2 South Main Street, Akron, Ohio 44308
3. James M. Ashley & Thomas W.L. Ashley U.S. Court House
1716 Spielbusch Avenue, Toledo, Ohio 43604
4. Thomas D. Lambros Federal Building and U.S. Court House
125 Market Street, Youngstown, Ohio 44503

B DESCRIPTION OF WORK

The Contractor will supply quotes for maintenance agreements for forty three (43) multi-function copiers. Quotes needed for comparison are 1) based upon award of a three-year multi-year contract and 2) based upon award of a one year base period, with options for the court to extend two additional one year periods.

C MAINTENANCE AGREEMENT

Maintenance service contract must be such that the copiers are kept in good working condition at all times and will become effective on December 1, 2015. The cost for all parts and supplies (with the exception of staples and paper) and labor for maintaining the copiers shall be included in the total maintenance agreement. No additional charges for time, materials or other related costs shall be made.

1. Preventative Maintenance

The responsibility for maintaining the equipment in good working condition rests with the Contractor. Preventive maintenance (required to inspect and clean, lubricate and adjust the equipment) shall be performed. The cost of this maintenance is included in the maintenance agreement. The Contractor shall keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority.

2. Replacement Parts

Replacement parts shall be available for all copiers for the full duration of any Contract resulting from a call-up for repair or maintenance of said contract. All parts supplied by the Contractor in performing the maintenance services shall be new or of equal quality. Any software programs installed should be the latest version released, unless otherwise specified, and shall be provided with the normal manufacturer's warranty and customer support.

3. Assigned Personnel

The Contractor shall provide the necessary trained personnel to perform the above specified services.

4. Dispatch of Personnel

The Contractor shall have a process to log service calls and dispatch trained personnel. These logs shall be available to the Contracting Officer upon request. The Contractor shall indicate clearly how the Identified User (person calling in the request) is to contact the Contractor's Service personnel in the event of service disruption. Maintenance Dispatch telephone number, must be accessible to any Identified User during the hours of 08:00 a.m. to 4:30 p.m. (Eastern Standard Time), Monday through Friday, excluding statutory holidays.

5. Service Response Time

This shall not exceed four (4) hours from the time the Contractor has been notified, regardless of the location from which the maintenance services are provided. Time measurements do not include weekends and statutory holidays. Response time is calculated from the time the Contractor has been notified by the Court to the completion of the remedial service by the Contractor. The Contractor shall work continuously in performing the maintenance until the copier(s) being serviced is operative or until the end-user notifies the Contractor to suspend work.

6. Travel Charges

No additional travel charges shall be charged for delivery of parts/supplies, installation or maintenance of any copier as identified on the attached worksheets.

7. Site Regulations (On-site Service Requirement)

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

8. Safety Regulations and Labor Codes

The Contractor must adhere to all safety rules, regulations and labor codes in force in all jurisdictions where the work is to be performed.

D COPIER SPECIFICATIONS AND CAPABILITIES

1. Networked, built-in with scanning capabilities
2. Scan once, print many
3. Fax modem, built-in
4. Sorter/Finisher with stapling
5. Automatic document feeder
6. Duplexing

7. Reduction/Enlargement feature
8. Supplies - toner must be included in the maintenance agreement (excluding paper and staples)
9. Local Service
10. Response Time - Within 8 hours

E QUALITY CONTROL/ASSURANCE

Service technicians must be available on an on-call basis to perform scheduled preventive maintenance and repairs for copiers. Response time for on-site repairs and service calls should be within eight (8) hours.

F HOURS OF OPERATIONS/SCHEDULE

Normal business hours for all four Courthouse locations are 8:00 a.m. to 4:30 pm Monday through Friday.

G RECORDS

All records and contract information can be obtained from the Contracting Officer. Invoices and receipting information should be directed to the Procurement Department, at the Carl B. Stokes Courthouse located at 801 W. Superior Avenue, Room 2-141, Cleveland, Ohio 44113.

H GOVERNMENT PROVIDED SUPPLIES/SERVICES

The Contracting Officer's Representative (COR) or the Contracting Officer (CO) will be available at each location to coordinate with the service technicians for maintenance and repairs to the copiers. The Contracting Officer (CO) will also be available to answer questions concerning the contract, receipts, meter readings or payment information.

I CONTRACTOR FURNISHED SUPPLIES/SERVICES

The Contractor will furnish all parts and labor to maintain the copiers for the maintenance agreements (See Section C). Toner for the copiers will be furnished by the Contractor. Either the COR or the CO will furnish meter readings to the Contractor in order to 1) restock the toner and 2) calculate the invoices.

J METHOD OF PAYMENT

Invoices for the maintenance agreement will be submitted monthly to the Procurement Department at the Carl B. Stokes Courthouse. **Invoices are to be billed in arrears.** Copy charges are to be calculated and billed at a "cost per copy" rate, based on actual usage.

K CANCELLATION

Copiers may be removed from service by the Court, at any time during the contract period, at no penalty to the Court

L AWARD CRITERIA

The contract(s) award will be awarded to the lowest price, technically acceptable offer. Award will be based on the following criteria:

1.
 - a. Total Annual Cost for the base year (Attachment A)
 - b. Total Annual Cost for the entire multi-year contract period including the requirement for each optional year (Attachments B and C)
2. Contractor's ability to meet or exceed the Court's response time requirement as referenced in Section C.5.

Attachment D

PURCHASE ORDER TERMS AND CONDITIONS Provisions and Clauses

1) **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>

2) **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 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

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.

- 3) The following clauses apply if the court issues an award based on a one year contract with three option periods:

Clause 2-90C, Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than **15 calendar** days prior to the contract's current expiration date **November, 30, 2016**.

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 **15 calendar** days prior to the contract's current expiration date, November 30, 2015, [the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least **30 calendar** 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 three (3).
- 4) The following clauses apply if the court issues an award of a three year multi-year contract:

Clause 4-150, Cancellation Under Multi-Year Contracts (APR 2014)

- (a) "Cancellation," as used in this clause, means that the judiciary is canceling all line items for all products or services in the contract year(s) subsequent to that in which notice of cancellation is provided.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the contracting officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Judiciary clause.
- (c) If cancellation under this clause occurs, the contractor will be paid a cancellation charge not exceeding the cancellation ceiling specified in the contract as applicable at the time of cancellation.
- (d) The cancellation charge will cover only:
 - (1) Costs:
 - (i) Incurred by the contractor and/or subcontractor;
 - (ii) Reasonably necessary for performance of the contract; and
 - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
 - (2) A reasonable profit or fee on the costs.

- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Judiciary clause of this contract. The contractor shall submit the claim promptly but no later than 1 year from the date of notification that funds will not be made available for continued performance.
- (f) The contractor's claim may include:
 - (1) Reasonable fixed costs which are applicable to and normally would have been amortized in all products or services which are multi-year requirements;
 - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
 - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
 - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of contractor or subcontractor learning.
- (g) The claim shall not include:
 - (1) Labor, material, or other expenses incurred by the contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the contractor;
 - (3) Anticipated profit or unearned fee on the canceled work; or
 - (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.
- (h) This contract may include an option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding contract year. If so, the contractor agrees not to include in option quantities any costs of a startup or fixed nature that have been fully set forth in the contract. The contractor further agrees that the option quantities will reflect only those variable costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

Clause 4-160, Cancellation Period and Ceiling (JAN 2014)

The cancellation period referred to in the "Cancellation under Multi-Year Contracts" clause (Clause 4-150) applies to each line item period for each contract year. The cancellation ceilings are set forth below:

Contract Year	Cancellation Period*	Cancellation Ceiling*
Contract Year 2		
Contract Year 3		

* To be completed by Offeror

Clause 7-220 Termination for Convenience (Fixed Price) (JAN 2003)

5) Incorporation of Department of Labor Wage Rate Determination

Department of Labor Service Contract Act Wage Determination No. 05-2415, dated August 21, 2013, is attached (Attachment E) and will be incorporated in any resulting award unless the offeror claims exemption under Provision 3-195.

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 , 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.

7) 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.

8) Information to be provided with quote:

- (a) Completed price quotes providing pricing for both a multi-year and a single year with options
- (b) Completed Provisions 3-5 and 3-195, and Clause 4-160
- (c) Proof of certification of technicians by OEM
- (d) A minimum of three references of similar work performed during the last three years. Include a description of the project, project title, contract number, contract amount, client identification including agency or company name, contracting and technical reviewing official, address and telephone number.

9) Evaluation and Award

The Government will make one award on the basis of lowest price/technically acceptable offer.

Firm fixed-price quotes are requested for both multi-year award and option year award. If the judiciary determines a multi-year contract is in its best interest, clauses relating to options will be omitted from the award. If the judiciary determines an option year contract is in its best interest, clauses relating to multi-year will be omitted from the award.

Attachment E

WD 05-2415 (Rev.-15) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
By direction of the Secretary of Labor	

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2005-2415 Revision No.: 15 Date Of Revision: 07/08/2015
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.90
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		21.22
01040 - Court Reporter		16.99
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		15.43
01060 - Dispatcher, Motor Vehicle		20.76
01070 - Document Preparation Clerk		13.72
01090 - Duplicating Machine Operator		13.72
01111 - General Clerk I		13.46
01112 - General Clerk II		14.87
01113 - General Clerk III		16.65
01120 - Housing Referral Assistant		19.31
01141 - Messenger Courier		11.13
01191 - Order Clerk I		13.18
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		16.00
01262 - Personnel Assistant (Employment) II		17.89
01263 - Personnel Assistant (Employment) III		19.95
01270 - Production Control Clerk		18.96
01280 - Receptionist		13.97
01290 - Rental Clerk		15.48
01300 - Scheduler, Maintenance		14.72
01311 - Secretary I		14.72
01312 - Secretary II		17.05
01313 - Secretary III		18.69
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		21.22
01420 - Survey Worker		15.10
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.54
01533 - Travel Clerk III		14.52
01611 - Word Processor I		14.47
01612 - Word Processor II		16.25
01613 - Word Processor III		18.18
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.33
05010 - Automotive Electrician		19.67
05040 - Automotive Glass Installer		18.92
05070 - Automotive Worker		18.92

Attach C OHND-16-02-DCA DOL Wage.txt

01533 - Travel Clerk III	14.52
01611 - Word Processor I	14.47
01612 - Word Processor II	16.25
01613 - Word Processor III	18.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.33
05010 - Automotive Electrician	19.67
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	10.72
07042 - Cook II	12.08
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.34
07260 - Waiter/Waitress	9.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.60
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	20.60
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.78
11060 - Elevator Operator	11.78
11090 - Gardener	14.19
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.32
11240 - Maid or Houseman	9.56
11260 - Pruner	11.52
11270 - Tractor Operator	12.65
11330 - Trail Maintenance Worker	11.32
11360 - Window Cleaner	12.73
12000 - Health Occupations	
12010 - Ambulance Driver	15.99
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	23.89
12015 - Certified Physical Therapist Assistant	23.10
12020 - Dental Assistant	15.34
12025 - Dental Hygienist	33.67
12030 - EKG Technician	22.15
12035 - Electroneurodiagnostic Technologist	25.64
12040 - Emergency Medical Technician	15.99
12071 - Licensed Practical Nurse I	17.51
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.84
12100 - Medical Assistant	13.82
12130 - Medical Laboratory Technician	18.30
12160 - Medical Record Clerk	13.71

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12190 - Medical Record Technician	15.13
12195 - Medical Transcriptionist	14.86
12210 - Nuclear Medicine Technologist	31.29
12221 - Nursing Assistant I	9.81
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	12.04
12224 - Nursing Assistant IV	13.51
12235 - Optical Dispenser	16.65
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	14.65
12280 - Phlebotomist	13.71
12305 - Radiologic Technologist	25.11
12311 - Registered Nurse I	22.85
12312 - Registered Nurse II	27.71
12313 - Registered Nurse II, Specialist	27.71
12314 - Registered Nurse III	33.52
12315 - Registered Nurse III, Anesthetist	33.52
12316 - Registered Nurse IV	40.18
12317 - Scheduler (Drug and Alcohol Testing)	22.98
13000 - Information And Arts Occupations	20.58
13011 - Exhibits Specialist I	23.96
13012 - Exhibits Specialist II	28.55
13013 - Exhibits Specialist III	20.35
13041 - Illustrator I	25.21
13042 - Illustrator II	30.83
13043 - Illustrator III	29.41
13047 - Librarian	13.28
13050 - Library Aide/Clerk	22.30
13054 - Library Information Technology Systems Administrator	17.17
13058 - Library Technician	16.09
13061 - Media Specialist I	18.01
13062 - Media Specialist II	20.07
13063 - Media Specialist III	15.90
13071 - Photographer I	18.01
13072 - Photographer II	22.30
13073 - Photographer III	26.94
13074 - Photographer IV	32.59
13075 - Photographer V	17.41
13110 - Video Teleconference Technician	15.12
14000 - Information Technology Occupations	16.92
14041 - Computer Operator I	18.89
14042 - Computer Operator II	22.64
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	22.13
14045 - Computer Operator V	27.20
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.12
14160 - Personal Computer Support Technician	22.64
15000 - Instructional Occupations	28.53
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.35
15020 - Aircrew Training Devices Instructor (Rated)	41.38
15030 - Air Crew Training Devices Instructor (Pilot)	30.23
15050 - Computer Based Training Specialist / Instructor	29.57
15060 - Educational Technologist	41.38
15070 - Flight Instructor (Pilot)	22.54
15080 - Graphic Artist	

Attach C OHND-16-02-DCA DOL Wage.txt

15090 - Technical Instructor	19.91
15095 - Technical Instructor/Course Developer	24.36
15110 - Test Proctor	16.98
15120 - Tutor	16.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.28
16030 - Counter Attendant	9.28
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.28
16090 - Presser, Hand	9.28
16110 - Presser, Machine, Drycleaning	9.28
16130 - Presser, Machine, Shirts	9.28
16160 - Presser, Machine, Wearing Apparel, Laundry	9.28
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.09
16250 - Washer, Machine	10.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.02
19040 - Tool And Die Maker	26.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.71
21030 - Material Coordinator	18.96
21040 - Material Expediter	18.96
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.69
21080 - Production Line Worker (Food Processing)	16.71
21110 - Shipping Packer	16.72
21130 - Shipping/Receiving Clerk	16.72
21140 - Store Worker I	14.39
21150 - Stock Clerk	18.87
21210 - Tools And Parts Attendant	16.71
21410 - Warehouse Specialist	16.71
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.00
23021 - Aircraft Mechanic I	22.86
23022 - Aircraft Mechanic II	24.00
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	18.55
23050 - Aircraft, Painter	22.10
23060 - Aircraft Servicer	20.32
23080 - Aircraft Worker	21.27
23110 - Appliance Mechanic	20.40
23120 - Bicycle Repairer	15.89
23125 - Cable Splicer	24.13
23130 - Carpenter, Maintenance	22.39
23140 - Carpet Layer	21.36
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	20.25
23182 - Electronics Technician Maintenance II	21.21
23183 - Electronics Technician Maintenance III	26.65
23260 - Fabric Worker	18.97
23290 - Fire Alarm System Mechanic	21.77
23310 - Fire Extinguisher Repairer	17.84
23311 - Fuel Distribution System Mechanic	27.55
23312 - Fuel Distribution System Operator	22.57
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	22.86
23381 - Ground Support Equipment Servicer	20.32
23382 - Ground Support Equipment Worker	21.27
23391 - Gunsmith I	17.84
23392 - Gunsmith II	20.09
23393 - Gunsmith III	21.77
23410 - Heating, Ventilation And Air-Conditioning	20.68

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Mechanic	21.50
23411 - Heating, Ventilation And Air Contdioning	
Mechanic (Research Facility)	20.38
23430 - Heavy Equipment Mechanic	23.85
23440 - Heavy Equipment Operator	23.32
23460 - Instrument Mechanic	21.04
23465 - Laboratory/Shelter Mechanic	13.23
23470 - Laborer	20.60
23510 - Locksmith	22.73
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	16.05
23580 - Maintenance Trades Helper	25.65
23591 - Metrology Technician I	26.67
23592 - Metrology Technician II	27.59
23593 - Metrology Technician III	28.82
23640 - Millwright	21.04
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	26.96
23790 - Pipefitter, Maintenance	23.66
23810 - Plumber, Maintenance	21.77
23820 - Pneudraulic Systems Mechanic	21.78
23850 - Rigger	20.09
23870 - Scale Mechanic	23.09
23890 - Sheet-Metal worker, Maintenance	19.82
23910 - Small Engine Mechanic	24.70
23931 - Telecommunications Mechanic I	25.58
23932 - Telecommunications Mechanic II	20.83
23950 - Telephone Lineman	19.36
23960 - Welder, Combination, Maintenance	21.30
23965 - Well Driller	21.77
23970 - Woodcraft Worker	16.45
23980 - Woodworker	
24000 - Personal Needs Occupations	12.25
24570 - Child Care Attendant	15.29
24580 - Child Care Center Clerk	9.43
24610 - Chore Aide	12.91
24620 - Family Readiness And Support Services Coordinator	17.23
24630 - Homemaker	
25000 - Plant And System Operations Occupations	23.57
25010 - Boiler Tender	21.29
25040 - Sewage Plant Operator	23.57
25070 - Stationary Engineer	18.06
25190 - Ventilation Equipment Tender	21.29
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	16.15
27004 - Alarm Monitor	11.28
27007 - Baggage Inspector	21.73
27008 - Corrections Officer	23.11
27010 - Court Security Officer	16.31
27030 - Detection Dog Handler	21.73
27040 - Detention Officer	22.60
27070 - Firefighter	11.28
27101 - Guard I	16.31
27102 - Guard II	25.03
27131 - Police Officer I	27.80
27132 - Police Officer II	
28000 - Recreation Occupations	11.12
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	9.17
28043 - Carnival Equipmnet Worker	13.17
28210 - Gate Attendant/Gate Tender	11.34
28310 - Lifeguard	

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28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.75
28515 - Recreation Specialist	16.98
28630 - Sports Official	11.73
28690 - Swimming Pool Operator	18.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.04
29020 - Hatch Tender	21.04
29030 - Line Handler	21.04
29041 - Stevedore I	19.85
29042 - Stevedore II	21.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.19
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.25
30021 - Archeological Technician I	15.04
30022 - Archeological Technician II	15.03
30023 - Archeological Technician III	20.85
30030 - Cartographic Technician	25.34
30040 - Civil Engineering Technician	21.36
30061 - Drafter/CAD Operator I	18.14
30062 - Drafter/CAD Operator II	20.46
30063 - Drafter/CAD Operator III	22.81
30064 - Drafter/CAD Operator IV	28.07
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.75
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	25.99
30085 - Engineering Technician V	31.78
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	23.34
30210 - Laboratory Technician	22.81
30240 - Mathematical Technician	25.32
30361 - Paralegal/Legal Assistant I	18.72
30362 - Paralegal/Legal Assistant II	23.34
30363 - Paralegal/Legal Assistant III	30.33
30364 - Paralegal/Legal Assistant IV	36.70
30390 - Photo-Optics Technician	25.34
30461 - Technical writer I	25.12
30462 - Technical writer II	29.25
30463 - Technical writer III	30.20
30491 - Unexploded Ordnance (UXO) Technician I	23.64
30492 - Unexploded Ordnance (UXO) Technician II	28.60
30493 - Unexploded Ordnance (UXO) Technician III	34.28
30494 - Unexploded (UXO) Safety Escort	23.64
30495 - Unexploded (UXO) Sweep Personnel	23.64
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.15
Surface Programs (see 2)	
30621 - Weather Observer, Senior (see 2)	25.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.42
31043 - Driver Courier	15.37
31260 - Parking and Lot Attendant	8.74
31290 - Shuttle Bus Driver	16.42
31310 - Taxi Driver	10.32
31361 - Truckdriver, Light	16.42
31362 - Truckdriver, Medium	19.05
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99030 - Cashier	10.67
99050 - Desk Clerk	11.14

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99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	11.54
99252 - Laboratory Animal Caretaker II	12.33
99310 - Mortician	33.31
99410 - Pest Controller	14.95
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	16.63
99711 - Recycling Specialist	18.60
99730 - Refuse Collector	15.22
99810 - Sales Clerk	12.24
99820 - School Crossing Guard	10.99
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	11.56
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	13.42
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	13.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

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cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

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authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.