U.S. District Court, Northern District of Ohio

RFQ No. OHND-16-10-DCA
Open Market Quote
Issue Date: September 2, 2016
Name Brand or Equal

Height Adjustable Desktop Model Standing Desk

Submittal Deadline: September 16, 2016, 3:00 pm

Quotes are to be submitted via e:mail or fax, as long as they are received by the deadline stated above. Contact and address information is detailed below. Quotations received after the deadline will result in rejection of the quote/bid.

Award:

Varidesk or Equal Product meeting technically acceptable criteria and total lowest cost will result in Award. Quote to include itemization of any applicable administrative fees, freight, uncrating, delivery, installation costs, and removal of trash or resulting debris from product installation.

Specifications: (Varidesk or Equal Product*):

Qty: 63
Manufacturer: Varidesk
Model No: Pro Plus 36

Technical Criteria for Equal Product:

Construction:
1) Freestanding mobile desktop unit that sits on top of existing desks and work surfaces
   - No clamps, screws or adhesives may be used to secure the unit to the work surface
2) Must be able to accommodate two 24" monitors
3) Two tier design to support dual monitors on the upper deck and separate keyboard/mouse on the lower deck
4) 36" wide base
4) Hold up to 35 lbs
5) Sturdy and stable when fully extended

Features:
1) Spring assisted lift mechanism to easily raise and lower the unit
   - No motorized or electrical height adjustable units will be considered
2) Multiple position locking
3) Black color option

Order Details:

The Court intends to order sixty three height adjustable desks. These desks will be ordered and shipped to the following locations. Inside delivery will be required at all locations. Court staff will be on hand to direct the delivery to workstations for installation.

Akron
Quantity: Three (3), Color: Black
Shipping Address: U.S. District Court, 2 South Main Street, Room 568, Akron, Ohio 44308

Cleveland
Quantity: Forty (40), Color: Black
Shipping Address: U.S. District Court, 801 W Superior Ave, Room 2-141, Cleveland, Ohio 44113

Toledo
Quantity: Eleven (11), Color: Black
Shipping Address: U.S. District Court, 1716 Spielbusch Ave, Room 114, Toledo, Ohio 43604

Youngstown
Quantity: One (1), Color: Black
Shipping Address: U.S. District Court, 125 Market Street, Room 337, Youngstown, Ohio 44503

Points of Contact for Questions:

Joyce Wood -- 216 -357-7076 voice
joyce_wood@ohnd.uscourts.gov

OR

Shari Vance -- 216-357-7073 voice
sharon_vance@ohnd.uscourts.gov

Fax: 216-357-7048

Contracting Officer
U.S. District Court
Procurement Department
801 W. Superior Avenue, Rm. 2-141
Cleveland, OH 44113

Clauses and Provisions: Attached.

*Please complete **Provision 3-5, Taxpayer Identification and Other Offerer Information** and **return with your quote.**

Note: The U.S.. District Court ("Government") reserves the option to refrain from issuing a formal contract to any bidder should the Government decide to not proceed with this project as intended as of the date of issuance of this Request for Quote.

QUOTE SHEET
RFQ No. OHND-16-10-DCA

COMPLETE and RETURN on or before September 16, 2016 at 3:00 pm:

1) **Itemized Quote Sheet:**
   Manufacturer
   Model Number
   Associated Miscellaneous costs (Itemize below)
   Receiving, Delivery & Installation costs
   Total Cost to the Government

2) **Additional Information to RETURN: (applicable *only* to those offering an "Equal or Similar Product"**
   Product Brochure and specification sheet
   Sample of Fabric being quoted
   Sample of Wood in color being quoted

3) **Complete and RETURN Provision-3-5, Taxpayer Identification and Other Offerer Information**

Manufacturer: _____
Series Name: _____
Model No: _____

	Qty:	Description	Unit Price	Total Price
Akron	4	_____	$_____	$ _____
Cleveland	40	_____	_____	$ _____
Toledo	19	_____	_____	$ _____
Young.	1	_____	_____	$ _____
Misc/Additional Costs		_____	_____	$ _____
Misc/Additional Costs		_____	_____	$ _____
			Total Cost:	**$**

_____ Name of Firm/Dealer

_____ Phone

_____ Address

_____ Email

_____ City, State, Zip

_____ Fax

_____ Authorized Signature

_____ Date

RFQ: OHND-16-10-DCA

Applicable Provisions & Clauses:

Provision B-1, Solicitation Provisions Incorporated by Reference

Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Clause B-5, Clauses Incorporated by Reference

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.

Clause 1-1, Employment by the Government

Employment by the Government (JAN 2003)

(a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.

(b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.

(c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.

(d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.

(e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including termination.

Clause 1-5, Conflict of Interest

Conflict of Interest (AUG 2004)

(a) The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.

(b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

(1) Unequal Access to Information

Access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

(2) Competitive Advantage

The contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.

(3) Impaired Objectivity

The contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could be undermined by the contractor's financial or other business relationship with the entity being evaluated.

The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.

The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

Clause 1-10, Gratuities or Gifts

Gratuities or Gifts (JAN 2010)

(a) The right of the contractor to proceed may be terminated by written notice if, after notice and hearing, the Procurement Executive or designee determines — at a level above the contracting officer — that the contractor, its agent or another representative:

(1) offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the judiciary; and

(2) intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the judiciary is entitled to pursue the same remedies as in a breach of contract.

(d) The rights and remedies of the judiciary provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Clause 1-15, Disclosure of Contractor Information to the Public

Disclosure of Contractor Information to the Public (AUG 2004)

(a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.

(b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

Clause 2-25A Delivery Terms and Contractor's Responsibilities

Delivery Terms and Contractor's Responsibilities (JAN 2003)

(a) The judiciary reserves the right to specify the mode of transportation and routing to be employed.

(b) Destination: If the contract specifies "F.O.B. destination," the following apply:

(1) "F.O.B. destination" means delivery to a destination specified in the purchase document by the consignor or seller (unless the contract provides otherwise). This includes within the doors of the specified building, including delivery to specific rooms within the building when specified. The cost of shipping and risk of loss are borne by the seller or consignor. Title to the products passes to the judiciary when deliverables arrive at the contract's stated destination.

(2) The contractor shall:

(i) pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;

(ii) prepare and distribute commercial bills of lading;

(iii) deliver the shipment in good order and condition to the point of delivery specified in the contract;

(iv) be responsible for loss or damage occurring before receipt at the specified point of delivery;

(v) furnish a delivery schedule and designate the mode of delivery;

(vi) pay and bear all delivery costs to the specified point of delivery.

(c) Origin: If the contract specifies "F.O.B. origin," the following apply:

(1) "F.O.B. origin" means delivery, free of expense to the judiciary to the carrier or shipment facility as follows:

(i) delivery on board the indicated type of conveyance of the carrier (or of the judiciary, if specified), to the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins;

(ii) to a U.S. Postal Service facility; or

(iii) delivered by the contractor, to any judiciary designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the F.O.B. point named in the contract.

(2) The contractor shall:

(i) pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.

(ii) order specified carrier equipment when requested by the judiciary. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.

(iii) deliver the shipment in good order and condition to the carrier, when loaded by the contractor, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.

(iv) be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marking and, when loaded by the contractor, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment;

(v) prepare a commercial bill of lading or other transportation receipt, to show:

(A) a description of the shipment in terms of the governing freight classification or tariff (or government rate tender) under which the lowest freight rates are applicable;

(B) the seals affixed to the conveyance, including the serial number on them, or other identification;

(C) the length and capacity of cars or trucks ordered and furnished;

(D) other pertinent information required to effect prompt delivery to the consignee, including name delivery address, postal address and ZIP code of consignee, routing, etc.;

(E) special instructions or annotations requested by the judiciary for commercial bills of lading (for example, "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the judiciary"); and

(F) the signature of carrier's agent and the date the shipment is received by the carrier.

(vi) distribute the copies of the bill of lading, or other transportation receipt, as directed by the judiciary.

(vii) supply with each invoice a memorandum copy of the bill of lading, clearly indicating the signature of the carrier's agent, date of pickup, and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it shall be annotated on the memorandum copy of the bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed:"

(3) If the judiciary has not specified otherwise, the contractor shall ship on commercial bills of lading.

(4) The contractor shall annotate the commercial bill of lading as follows:

"Property of the United States Judiciary"

Clause 2-25B, Commercial Bill of Lading Notations

Commercial Bill of Lading Notations (JAN 2003)

If the contracting officer authorizes products to be shipped on a commercial bill of lading and the contractor will be reimbursed these transportation costs as direct allowable costs, the contractor shall ensure before shipment is made that the commercial shipping documents are annotated as follows:

"Transportation is for the judiciary [name of the specific court unit or federal public defender organization] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and will be reimbursed by, the judiciary."

Clause 2-30A, Time of Delivery

Time of Delivery (APR 2013)

(a) The judiciary requires all items to be delivered by no later than **December 31, 2016 or as close there to as is possible.**

(b) The judiciary will evaluate equally, as regards time of delivery, offers that propose delivery within the period specified above. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(c) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

Clause 2-30B, Desired And Required Time Of Delivery

Desired And Required Time Of Delivery (JAN 2010)

(a) The judiciary desires delivery to be made according to the following schedule:

Desired Delivery Schedule		
Item No.	**Quantity**	**Within Applicable Specified Time Frame** (i.e. number of calendar days after award, after contract start date, or after a specified date, etc.)
N/A	Sixty Three (63)	On or before December 31, 2015 or as close thereto as is possible.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

Clause 2-90C, Option to Extend Services

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 5 calendar days prior to the contract's current expiration date of December 31, 2016.

Clause 2-90D, Option to Extend the Term of the Contract

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 5 calendar days prior to the contract's current expiration date December 31, 2016; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 5 calendar days [5 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

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

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.

*(To be Completed and Returned with Quote Form)

Provision 3-5, Taxpayer Identification and Other Offeror Information

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 Owned

[]Hispanic American Owned

[]Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

[]Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[]Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

[]Individual/concern, other than one of the preceding.

(end)

Clause 6-20, Insurance – Work On or Within a Judiciary Facility

Insurance – Work On or Within a Judiciary Facility (APR 2011)

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

(1) Workman's Compensation and Employee's Liability Insurance

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

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of $200,000 per person; $500,000 per occurrence for bodily injury; and $20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

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

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

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

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

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

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