

United States Bankruptcy Court
Eastern District of New York

Request for Quotation

**GSA Pricing
Lowest Price, Technically Acceptable**

Request Date: June 25, 2013

To: Interested Vendors

The court is seeking quotes to purchase three (3) Digital/Multi-functional device capable of copying, printing, faxing, (color) scanning to print/file/email and/or facsimile with post finishing solutions. In addition we are also seeking quotes for service maintenance based upon an award of a three (3) multi-year contract.

Important Note: Although these devices will be used by a small number of people and will generate a low monthly volume, they must be robust and reliable. A high quality, robust and reliable solution with a small footprint is required.

Digital/Multi-functional copiers must be able to:

1. Connect to the Court's internal IP network (Cat. 5 or Cat. 6 wiring) and permit printing from networked personal computers and mobile devices (PC connectivity and network connectivity through 10/100Base T interface.)
2. Use image enhancement capabilities (e.g., image magnification, reduction, contrast), have paper handling capabilities (e.g., automatic paper selection, multiple paper trays, duplexing, collating and have multiple finishing options including stapling and sort group).
3. Use a hard disk drive overwrite and job erase function, which will automatically overwrite the hard disk drive after each job or have other security features acceptable to the Court.
4. Have built-in GDI printing with a minimum speed of 35 ppm and 600 x 600 dpi print/copy resolution. Printer memory minimum of 64MB.
5. Have standard scanning and network scanning with standard integration, including Scan-to-Email, Scan-to-FTP, Scan-to-URL, Scan-to-HDD, and Scan-to-SMB and internet faxing in PDF file formats without purchasing additional output devices.

Note: The scanning functions must be able to operate from the multifunction device (e.g., independent of a computer.) The device must be able to convert paper documents into digital data quickly and easily and be shared over the Court's network or handled as an e-mail attachment.

6. Fax functions must include auto-dialing, delay send, memory reception, fax forwarding, and broadcasting over an ordinary phone line or the internet. Fax memory minimum of 1MB.
7. Have an automatic document feeder with a minimum of 50-page capacity.
8. Have a minimum of two paper supply trays/drawers. Copiers must be able to accommodate a minimum of 2,000 sheets of standard letter-sized paper (8½" x 11") at one time. The trays/drawers must be able to accommodate different sized paper (e.g. letter size, legal size, 11"x17", etc.). In addition, the copiers must have a manual bypass tray that will accommodate different paper types/sizes such as #10 envelopes, cardstock, transparencies, etc.
9. In addition to the features above, below is a list of specific requirements for each copier:

| Location | Speed (ppm) | Color | Est. Monthly Volume |
|----------|-------------|-------|---------------------|
| AST-964 | 35 | No | 5,000 |
| REG-864 | 35 | No | 5,000 |
| DTE-764 | 35 | No | 5,000 |

Service Requirements:

- A. The response to the RFQ must include a warranty period and an explanation of what is covered under the warranty.
- B. The response to the RFQ must include service agreement terms depicting the cost for a three (3) multi-year period.
- C. The monthly flat rate for service must include all labor, parts, toner, drums, rollers, blades, developer, and kits for periodic maintenance. Only genuine OEM parts should be used.
- D. The terms of the agreement shall provide for emergency repairs, response time of no more than one business day and monthly routine maintenance.
- E. Maintenance service will be during normal business hours, Monday through Friday, 8:00 a.m. – 4:00 p.m. EST (excluding holidays observed by the Government)
- F. Also included in the response should be a statement of reliability relative to the service including the period of time the company has been in business, experience level of the service technicians with the machine quoted and the number of service technicians available to service the machine in the Central Islip, NY area.

Special Notes:

1. The brand name, model number, pricing and a picture of the copier must be submitted using the attached Quote Sheet.
2. All items should be quoted F.o.b. Destination - inside delivery and installation.
3. Quotes may be mailed, faxed or e-mailed to the address listed below **by July 10th, 2013 no later than 2:00 p.m. EST.** Hand-delivered quotes are to be delivered by the same time to the same address below:

By Mail or Hand Delivery: U.S. Bankruptcy Court, EDNY
271-C Cadman Plaza East, Suite 1595
Brooklyn, New York 11201
Attn: Brian Young

By Email: brian_young@nyeb.uscourts.gov

By Fax: (347) 394-1752

4. The copier delivery address for this purchase is the U.S. Bankruptcy Court 290 Federal Plaza, Central Islip, NY 11722
5. Copiers must be installed on or before August 30, 2013. Contract will be awarded no later than July 26th, 2013.
5. Vendors may include additional maintenance agreement information and other items on the quotation sheet they wish the court to consider.
6. A firm fixed price contract will be awarded from this RFQ and will be made based on the lowest priced, technically acceptable offer.
7. A multi-year contract will be awarded from this RFQ for the service maintenance contract.

Questions concerning this RFQ should be addressed to Brian Young, Administrative Manager at 347-394-1745.

Thank you for your time and cooperation with this request.

MODIFIED NUMBER 8 ON PAGE 2 FOR CLARIFICATION – JUNE 26, 2013

Quote Sheet for RFQ

Offerors are requested to submit a quote for the award of three multi-functional copier machines and a three (3) year multi-year service maintenance contract for each copier. The monthly flat rate for service must include all labor, parts, toner, drums, rollers, blades, developer, and kits for periodic maintenance.

Pricing for multi-functional copier

| Item No. | Description | Brand Name and Model Number | Qty | Unit | Unit Price | Extended Price |
|----------|-------------------------|-----------------------------|-----|------|------------|----------------|
| 1 | Multi-functional Copier | | 3 | Each | | |

Pricing based upon award for base year and 2 option periods

| Item No. | Description | Qty | Unit | Unit Price | Extended Price |
|----------|---|-----|-------|--------------|----------------|
| 1 | Copier Maintenance as described in the Request for Quotation - Multi-year award Base period | 12 | Month | | |
| 2 | Copier Maintenance as described in the Request for Quotation – Multi-year award Option Period 1 | 12 | Month | | |
| 3 | Copier Maintenance as described in the Request for Quotation – Multi-year award Option Period 2 | 12 | Month | | |
| | | | | TOTAL | |

Pricing based upon award of a three (3) year multi-year contract

| Item No. | Description | Qty | Unit | Unit Price | Extended Price |
|----------|---|-----|-------|------------|----------------|
| 1 | Copier Maintenance as described in the Request for Quotation – Multi-year award | 36 | Month | | |

TASK ORDER TERMS AND CONDITIONS

Provisions and Clauses

The terms and conditions in the GSA contract are invoked by referencing the GSA contract number in the task order. The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

The following clauses are included by reference.

Clause 1-15 - Disclosure of Contractor Information to the Public (AUG 2004)

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

The judiciary may require continued performance of any services within 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 30 calendar days prior to the contract's current expiration date.

Clause 2-90D, Option to Extend the Term of the Contract (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

Clause 4-150 - Cancellation Under Multi-Year Contracts (APR 2013)

Clause 7-30 - Public Use of the Name of the Federal Judiciary (JAN 2003)

Clause 7-35 - Disclosure or Use of Information (APR 2013)

Clause 7-130 - Interest (Prompt Payment) (JAN 2003)

Clause 7-140 -Discounts for Prompt Payment (JAN 2003)

Clause 7-235 -Disputes (JAN 2003)