

Announcement of Solicitation #MNXDCLERK24-0019 for Toner Replacement & Minor Repair Services

Issued June 14, 2024; Amended July 2, 2024

Contracting Officer: Anne Cassem Contact: anne_cassem@mnd.uscourts.gov

The U.S. District Court, District of Minnesota (“USDC”) seeks responses to its *Solicitation for a Blanket Purchase Agreement for Printer Toner Replacement and Minor Repair Services*. Issuance of a BPA by the Court is not a guarantee that the Court will issue any calls for goods or services during the duration of the BPA. A BPA defines the terms and conditions that will apply to calls for service should the Court *have* a need for goods or services. Base year ordering is anticipated to begin on or after September 1, 2024.

USDC owns multiple models of HP brand standalone printers located in buildings in Duluth, Fergus Falls, Minneapolis and St. Paul, Minnesota. USDC requires delivery and installation of toner cartridges to replace expended ones, recycling of the used cartridges, incidental maintenance, and minor repair services. *Installation* of delivered toner will be required at only the Minneapolis and St. Paul locations.

Instructions to offerors

To be considered technically acceptable, a submission must include **all** the following components, emailed to anne_cassem@mnd.uscourts.gov by **July 12, 2024, at 5:00 p.m., CST**:

1. MNXDCLERK24-0019/0001 solicitation document

- Page 1: Complete blocks 8 and 15 (a, b and c).
- Page 7: Complete *7-10 Contractor Representative*.
- Pages 7-8: Complete *3-5 Taxpayer Identification and Other Offeror Information and 3-195 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment; Certification*.
- Pages 2-6 and pages 9-12: Review all information, but no items to complete. Include all pages in the submission to confirm acceptance of all terms and conditions.

2. Attachment 1: Pricing Tables document

- Complete the **Base Year**, **Option Year 1** and **Option Year 2** tabs for all CLIN rows or complete Base Year tab only and include a statement in the submission email that pricing offered for Option Year 1 and Option Year 2 is identical to pricing offered for the Base Year.

3. Acknowledgement statement

- Include within the submission email acknowledgement of the Mandatory Source Products requirement for this blanket purchase agreement and affirm the offeror’s ability to deliver and install mandatory source products whenever they are available to fulfill USDC’s orders.

Deadline for questions: June 26, 2024, at 5:00 p.m., CST.

Reponses to questions will be provided by: July 2, 2024, at 5:00 p.m.

Deadline for submissions: July 12, 2024, at 5:00 p.m., CST.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MNXDCLERK24-0023	
5. PROJECT NO. (If applicable)				
6. ISSUED BY ANNE CASSEM, Anne Cassem U.S. District Court of Minnesota 300 South Fourth Street Room 202 Minneapolis, MN 55415		3. EFFECTIVE DATE MNX_DC	7. ADMINISTERED BY (If other than Item 6)	
CODE			CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. MNXDCLERK24-0019
			X	9B. DATED (SEE ITEM 11) 06/14/2024
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Below

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		By (Signature of Contracting Officer)	

Description of Amendment/Modification:The following changes are included in this amendment to the solicitation originally issued on June 14, 2024:

- 1) C.6.2.A has been revised to change the required delivery timeframe for orders related to Minneapolis and St. Paul devices from within one to two business days of receipt of order. The general requirement is for delivery of toner to the Judiciary within two business days of Contractor's receipt of the order at any of the four locations, whether the Judiciary requests installation or shipping only. C.6.2.A has also been updated to clarify that expedited order requests may only be made by the Judiciary for installation of toner at Minneapolis or St. Paul. There will be no requests for expedited shipping of toner.
- 2) C.6.2.C has been revised to remove the option for the Contractor to fulfill orders with a remanufactured cartridge from a non-mandatory source when a cartridge from mandatory sources is not available.
- 3) M.1 Evaluation and Pricing of Bids: 2. has been modified to replace "Remanufactured - Other Sources" with "OEM" to update the applicable values for the M454dw and M507dn rows.
- 4) Attachment 1-Pricing Tables: The three columns under the heading of "Remanufactured - Other Source" have been removed.
- 5) Attachment 2-Responses to Questions has been added.

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Base Year Ordering Period: 9/1/24-8/31/25 Stand-alone printers toner cartridge replacement, incidental maintenance and minor repair services. See Attachment 1: Pricing Tables	Original : 0 Change: 0 Total: 0	Year	See Attachment 1: Pricing Tables	See Attachment 1: Pricing Tables

Period of Performance:09/01/2024 - 08/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Option Year 1 Ordering Period: 9/1/25-8/31/26 Stand-alone printers toner cartridge replacement, incidental maintenance and minor repair services. See Attachment 1: Pricing Tables	Original : 0 Change: 0 Total: 0	Year	See Attachment 1: Pricing Tables	See Attachment 1: Pricing Tables

Period of Performance:09/01/2025 - 08/31/2026

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	Option Year 2 Ordering Period: 9/1/26-8/31/27 Stand-alone printers toner cartridge replacement, incidental maintenance and minor repair services. See Attachment 1: Pricing Tables	Original : 0 Change: 0 Total: 0	Year	See Attachment 1: Pricing Tables	See Attachment 1: Pricing Tables

Period of Performance:09/01/2026 - 08/31/2027

C.0 BPA - Supplies and Services

C.1 PURPOSE:

The purpose of this requirement is to provide a single award Blanket Purchase Agreement (BPA) to United States District Court, District of Minnesota (hereafter "the Judiciary"), to provide it with the ability to purchase specific supplies and services in support of information technology requirements. Award will be made on a lowest priced, technically acceptable basis. This is not a managed print services agreement, and the Contractor will not have the ability to install any software on the Judiciary's devices to enable monitoring; supplies and services will be provided only when the Judiciary identifies a specific need for them and contacts the Contractor.

The Judiciary's Contracting Officer has determined that only one source is needed for the products and services involved in this BPA, due to the expected frequency of orders per month being low (4-10 orders of varying quantities), the importance of limiting the number of service providers admitted by Judiciary personnel to secured locations, and the need for administrative simplicity. The Judiciary reserves the right to make multiple BPA awards on a lowest priced, technically acceptable basis, if it determines that one or more backup sources are needed for the goods and services identified herein.

C.2 BACKGROUND:

The Judiciary owns multiple models of HP brand standalone printers located in buildings in Duluth, Fergus Falls, Minneapolis and St. Paul, in the state of Minnesota. The Judiciary requires delivery and installation of ink and toner cartridges to replace expended ones, recycling of the used cartridges, incidental maintenance, and minor repair services. For the sake of brevity, "toner cartridges" will be used in this announcement and in any agreement that results to refer to both toner and ink cartridges.

Under the Javits-Wagner-O'Day Act (JWOD), (41 U.S.C. §§ 8501-8506), certain products or services to be provided under this contract for use by the Judiciary are required by law to be obtained through the Ability One program. The Contractor will be required to provide compatible remanufactured toner cartridges from mandatory sources, any time there is an offering for the model of printer being serviced, unless a purchase exception is granted by the central nonprofit agency pursuant to JWOD implementing regulations in 41 CFR § 51. **Any proposals that do not affirm the Contractor's ability to deliver and install mandatory source products whenever they are available will be deemed technically unacceptable by the Judiciary.**

C.3 TYPE:

This solicitation is for a Blanket Purchase Agreement (BPA) with price list. A BPA does not involve the obligation of any funds, and does not itself obligate the Judiciary to place any orders with the selected Contractor. Any BPA calls placed by the Judiciary with the Contractor are binding contracts once accepted by the Contractor and all BPA calls will be Firm-Fixed Price. Although the Judiciary desires, for the sake of convenience, to use a single Contractor to meet its needs for the goods and services specified herein, the Judiciary reserves the right to place open market orders with other sources at any time, for any reason. Similarly, the Contractor is not obligated to accept all BPA calls that are initiated by the Judiciary.

C.4. BPA LENGTH AND ORDERING PERIODS:

The single award BPA will last for up to three (3) years from the effective date of the award, and will consist of a base year and up to two (2) option years.

Base Year: September 1, 2024 - August 31, 2025

Option Year 1: September 1, 2025 - August 31, 2026

Option Year 2: September 1, 2026 - August 31, 2027

C.5 LOCATIONS OF PERFORMANCE:

Diana E. Murphy United States Courthouse
300 South Fourth Street - Suite 202
Minneapolis, MN 55415
Hennepin County

Edward J. Devitt United States Courthouse and Federal Building
 118 South Mill Street
 212 USPO Building
 Fergus Falls, MN 56537
 Otter Tail County

Gerald W. Heaney Federal Building and U.S. Courthouse and Customhouse
 515 West First Street - Suite 417
 Duluth, MN 55802
 St. Louis County

Warren E. Burger Federal Building and U.S. Courthouse
 316 North Robert Street - Suite 100
 St. Paul, MN 55101
 Ramsey County

C.6 REQUIREMENTS:

The BPA holder (hereafter "Contractor") shall comply with the below listed requirements upon award of its first call of the its BPA.

C.6.1 - General Service Requirements

C.6.1.A - The Contractor will provide services between the hours of 8:00 a.m. – 4:30 p.m. local (Central) time Monday through Friday, except on recognized U.S. Federal Holidays or when the Judiciary's offices are inaccessible due to local or national emergencies, administrative closures, or similar government directed facility closings.

C.6.1.B - The Contractor will provide a single telephone number for the Judiciary's employees to use to initiate toner orders and to request quotes for repair services for any of the Delivery Locations. The Contractor will return voice messages within four (4) business hours. If the Contractor provides an online service request platform to customers and extends access to it to the Judiciary, there will still be a telephone order option provided to the Judiciary.

C.6.1.C - In person services will only be required at the Minneapolis and St. Paul locations. The Contractor will be required to ship toner cartridges to Duluth, Fergus Falls, Minneapolis and St. Paul locations within the required timeframes. The Contractor's identity will be confirmed by Judiciary personnel upon arrival at the Judiciary location, and the Contractor will be escorted by Judiciary personnel to the room or suite in which the device is housed. The Contractor will not have access to the Judiciary IT network. All on site services will be performed by HP certified technicians. The Judiciary may request a copy of the HP certification for any individual technician, at any time during the term of the BPA, from the Contractor's official point of contact.

C.6.1.D - The Contractor will designate an official point of contact for its BPA regarding the administration of the BPA and designate an account representative who will provide information on all other aspects of the BPA including products, ordering, and delivery status.

C.6.2 - Toner Cartridge Requirements

C.6.2.A - Standard delivery will be required by the Contractor within two (2) business days of receipt of order from the Judiciary. For installed toner (which applies to Minneapolis and St. Paul only), delivery is accomplished when the toner is installed and

tested by the Contractor. For shipped toner (which applies to all locations), delivery is accomplished when the toner arrives at the Judiciary's building address, whether the Contractor uses courier or a common carrier. There will be no requests by the Judiciary for expedited shipping; only for expedited installation. Expedited installation is defined as installation that is requested by the Judiciary to be delivered as soon as possible and results in the Contractor installing and testing the toner in fewer than two (2) business days. The Contractor will be permitted to impose a fee in an amount no greater than the Expedited Orders – Flat Fee amount quoted by the Contractor on **Attachment 1 – Pricing Tables**. Orders which are fulfilled by the Contractor in fewer than two (2) business days but which the Judiciary did not *request* to be expedited may not include the Expedited Order fee.

C.6.2.B - All toner cartridge replacement items should be quoted as a **fixed price**. Items should be quoted both as **shipped only, F.O.B. Destination** and as **installed, F.O.B. Destination**, as some requests will require only shipping to the Judiciary location, and some will require in person delivery and installation of products.

C.6.2.C - HP compatible remanufactured toner cartridges from mandatory sources are required to be provided by the Contractor any time there is an available offering for the model of printer that is being serviced. Mandatory source offerings are manufactured by the Ability One program, NIB (National Industries for the Blind) and NISH (National Industries for the Severely Handicapped) and are also identifiable as, for example, SKILCRAFT® and Triumph™ brand products. “Remanufactured” means factory rebuilt to original specifications. A request for replacement cartridge from the Judiciary may be fulfilled by the Contractor with an Original Equipment Manufacturer (OEM) cartridge only if mandatory sources are unable to provide the products by the time required by the Judiciary.

C.6.2.D - High-volume cartridges are required to be provided if they are available for a printer model. If the Contractor locates a mandatory source cartridge for one of the Judiciary's devices that has a higher volume than the one on the existing Pricing Table, the parties may agree to amend the Pricing Table to include it.

C.6.2.E - A “one-for-one” exchange must be completed for expended and replacement cartridges.

C.6.2.F - The following testing and light maintenance will be performed after cartridge(s) are installed (applies only to Minneapolis and St. Paul): Print quality testing, printer page count, and cooling fan cleaning.

C.6.3 - Minor Repair Services Requirements

C.6.3.A - Minor repairs encompass the labor (including diagnostic) and parts that are necessary for the Contractor to return a device reported by the Judiciary as needing service to normal working condition. It specifically excludes the goods and services covered in the ***Toner Cartridges Requirements*** section above.

C.6.3.B - The Contractor should not provide any repairs services, including ordering parts for the Judiciary's devices, until a quote has been provided to the Judiciary and permission has been given to the Contractor by the ordering party to proceed with the repairs. Many devices are near the end of their useful lives and the Judiciary may decide to retire a given device rather than incur the cost of repairing it.

C.6.3.C - A fixed price should be quoted for repairs, as **F.O.B. Destination**, and must include the estimates for both labor and materials.

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
3-1	Contractor Use of Mandatory Sources of Products or Services	JUN 2012
3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2023)	JUN 2014
3-215	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements	MAR 2019
3-300	Registration in the System for Award Management (SAM) (OCT 2023)	APR 2013
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
4-5	Ordering	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-25	Indemnification	AUG 2004
7-215	Notification of Ownership Changes	JAN 2003

G.1 BPA Call Issuance

All judges and judiciary employees at the addresses listed in the Delivery Locations section below will be authorized to contact the Contractor to request the products and services included in the BPA. The *Toner Cartridge Requirements* and *Minor Repair Services Requirements* in Section C include procedures for each category. The Contractor should not begin work, however, until a written order from the Contracting Officer is received. Only the Contracting Officer may enter into contractual obligations for the Judiciary. The Contracting Officer may choose to issue a written order for a not-to-exceed amount to cover a given time period.

In accordance with the Judiciary's *Clause 4-5: Ordering*, the Contracting Officer will issue delivery orders and task orders to the Contractor when requests for products and services are made by the Judiciary. If the Contractor provides access to the Contracting Officer to a secure electronic platform for document upload, the Contracting Officer will use it to provide order documents to the Contractor. Otherwise, copies will be provided by the Contracting Officer to an email address provided by the Contractor.

The total amount of BPA calls issued under the terms of the BPA, including the exercise of any option years by the Judiciary, will not exceed one hundred thousand dollars (USD \$100,000.00).

B-5 Clauses Incorporated by Reference OCT 2010

This procurement 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>.

(END)

7-10 Contractor Representative JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows
(contractor complete the information):

Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fax: _____

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

List of Attachments

Identifier	Title	Date	Number of Pages
1	SCLS Wage Determination_Hennepin and Ramsey Counties.pdf	04/10/2024	11
2	SCLS Wage Determination_Otter Tail County.pdf	04/10/2024	11
3	SCLS Wage Determination_St. Louis County.pdf	04/10/2024	11
5	Attachment 1 - Pricing Tables.xlsx	06/14/2024	3
6	MNXDCLERK24-0019 Announcement-Solicitation-Attachments.pdf	06/14/2024	

Representations, Certifications and Other Statements of Offerors or Respondents

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) through (f) 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)

3-195

Exemption from Application of the Service Contract Labor Standards to
Contracts for Maintenance, Calibration, or Repair of Certain Equipment
– Certification

MAR 2019

(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 Labor Standards, 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 Labor Standards 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 Labor Standards 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.

(END)

Instructions to Offerors or Respondents

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

(END)

3-95 Preparation of Offers

APR 2013

(a) Offerors are expected to examine the drawings, specifications, clauses, line items, attachments and all provisions and instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the offer and each continuation sheet on which it makes an entry. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the purchasing office.

(c) For each item in the offer, the offeror shall:

(1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and
(2) enter the extended price/cost for the quantity of each item offered in the "amount" column of the line item schedule.

In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for products or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors shall state a definite time for delivery of products or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

(END)

3-100 Instructions to Offerors

APR 2013

(a) *Definitions.* As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to Solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.

(c) *Submission, modification, revision, and withdrawal of offers.*

(1) Unless some other method (e.g., facsimile) is permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and email address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(A) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or

(B) it is the only offer received.

However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary office includes the time/date stamp of

that office on the offer wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the Provision 3-115, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date.* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [[insert numbers or other identification of sheets]]; and

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award.*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated

price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

- (i) the overall evaluated cost or price and technical rating of the successful offeror;
- (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
- (iii) a summary of the rationale for award; and
- (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

(end)

Evaluation of Quotes

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-85A	Evaluation Inclusive of Options	JAN 2003

M.1 Evaluation of Pricing of Bids

Evaluation of Pricing of Bids

The following method will be used by the Judiciary to calculate the total for each bid for purposes of determining the lowest priced bid among those bids found technically acceptable. This amount is *not* an award amount and will *not* be used in the resulting BPA or any BPA calls: its sole purpose is to enable the Judiciary to make a finding of lowest price, since exact quantities needed are unknown. Evaluating bids inclusive of options does not obligate the Judiciary to exercise the option years.

1. From *Pricing Table – Printer Ink & Toner Cartridges* (on **Attachment 1 – Pricing Tables**): The sum of all values in both columns of the “Remanufactured – Mandatory Source” section will be computed. This will exclude the rows for the LaserJet Pro M454dw and the LaserJet Pro M507dn, as the Judiciary has not found mandatory source cartridges for those printer models, for the specified page yield, to be available.
2. From the same table: The sum of values in both columns of the “OEM” section will be computed for the LaserJet Pro M454dw and LaserJet Pro M507dn rows only.
3. From *Pricing Table – Repairs and Expedited Orders* (also on **Attachment 1 – Pricing Tables**): The sum of the “Labor - Rate Per Hour” and the “Expedited Orders – Flat Fee” values will be computed.
4. The amounts from steps 1, 2 and 3 will be combined to compute the total amount for the year.
5. The amounts from the Base Year, Option Year 1 and Option Year 2 sheets will be combined to compute the grand total of the bid.

Attachment 1 - Pricing Tables - Base Year

Pricing Table - Printer Ink & Toner Cartridges											
						Remanufactured - Mandatory Source			OEM		
Line No.	HP Printer Model	HP Toner Series	Color	Pages	Estimated Annual Quantity	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed
CLIN 0001	LaserJet 4300/4350	45A	Black	18,000	1	AbilityOne 7510-01-660-3733			HP Q5945A		
CLIN 0002	LaserJet 4350	42X	Black	20,000	3	AbilityOne 7510-01-683-3492			HP Q5942X		
CLIN 0003	LaserJet CP2025dn	304A	Black	3,500	1	AbilityOne 7510-01-670-3513			HP CC530A		
CLIN 0004		304A	Cyan	2,800	1	AbilityOne 7510-01-670-3777			HP CC531A		
CLIN 0005		304A	Yellow	2,800	1	AbilityOne 7510-01-670-3780			HP CC532A		
CLIN 0006		304A	Magenta	2,800	1	AbilityOne 7510-01-670-3779			HP CC533A		
CLIN 0007	LaserJet Enterprise 600 M601n	90A	Black	10,000	1	AbilityOne 7510-01-682-2182			HP CE390A		
CLIN 0008	LaserJet Enterprise 600 M602dn	90X	Black	24,000	1	AbilityOne 7510-01-682-2183			HP CE390X		
CLIN 0009	LaserJet Enterprise CP4025dn/4525n	649X	Black	17,000	10	AbilityOne 7510-01-673-1198			HP CE260X		
CLIN 0010		648A	Cyan	11,000	3	AbilityOne 7510-01-673-1197			HP CE261A		
CLIN 0011		648A	Yellow	11,000	3	AbilityOne 7510-01-673-1195			HP CE262A		
CLIN 0012		648A	Magenta	11,000	3	AbilityOne 7510-01-673-1199			HP CE263A		
CLIN 0013	LaserJet Enterprise M506n/M527	87X	Black	18,000	1	AbilityOne 7510-01-682-6841			HP CF287X		
CLIN 0014	LaserJet Enterprise M553x	508X	Black	12,500	18	AbilityOne 7510-01-694-2425			HP CF360X		
CLIN 0015		508X	Cyan	9,500	8	AbilityOne 7510-01-694-2773			HP CF361X		
CLIN 0016		508X	Yellow	9,500	8	AbilityOne 7510-01-694-2770			HP CF362X		
CLIN 0017		508X	Magenta	9,500	8	AbilityOne 7510-01-694-2771			HP CF363X		
CLIN 0018	LaserJet Enterprise M607	37A	Black	11,000	1	AbilityOne 7510-01-682-2176			HP CF237A		
CLIN 0019	LaserJet M203/M227	30X	Black	3,500	1	AbilityOne 7510-01-689-1058			HP CF230X		
CLIN 0020	LaserJet P1006	35A	Black	1,500	1	AbilityOne 7510-01-690-1904			HP CB435A		
CLIN 0021	LaserJet P2035	05A	Black	2,300	1	AbilityOne 7510-01-683-3474			HP CE505A		
CLIN 0022	LaserJet P2055dn	05X	Black	6,500	4	AbilityOne 7510-01-683-4144			HP CE505X		
CLIN 0023	LaserJet P4015n/4515x	64X	Black	24,000	1	AbilityOne 7510-01-683-3769			HP CC364X		
CLIN 0024	LaserJet Pro 400 M401dn	80X	Black	6,900	7	AbilityOne 7510-01-660-3732			HP CF280X		
CLIN 0025	LaserJet Pro 400 M451nw	305X	Black	4,000	5	AbilityOne 7510-01-696-2686			HP CE410X		
CLIN 0026		305A	Cyan	2,600	4	AbilityOne 7510-01-660-4954			HP CE411A		
CLIN 0027		305A	Yellow	2,600	4	AbilityOne 7510-01-660-4958			HP CE412A		
CLIN 0028		305A	Magenta	2,600	4	AbilityOne 7510-01-660-4952			HP CE413A		
CLIN 0029	LaserJet Pro M452dw	410X	Black	6,500	13	AbilityOne 7510-01-694-2427			HP CF410X		
CLIN 0030		410X	Cyan	5,000	8	AbilityOne 7510-01-694-2428			HP CF411X		
CLIN 0031		410X	Yellow	5,000	8	AbilityOne 7510-01-694-2426			HP CF412X		
CLIN 0032		410X	Magenta	5,000	8	AbilityOne 7510-01-694-2424			HP CF413X		
CLIN 0033	DeskJet Plus 4100	61X	Black	10,000	2	AbilityOne 7510-01-560-6574			HP C8061X		
CLIN 0034	LaserJet Pro M402n	26X	Black	9,000	2	AbilityOne 7510-01-690-3164			HP CF226X		
CLIN 0035	LaserJet Pro M454dw	414A	Black	2,400	1				HP W2020A		
CLIN 0036		414X	Black	7,500	2				HP W2020X		
CLIN 0037		414X	Cyan	6,000	2				HP W2021X		
CLIN 0038		414X	Yellow	6,000	2				HP W2022X		
CLIN 0039		414X	Magenta	6,000	2				HP W2023X		
CLIN 0040	LaserJet M507dn	89Y	Black	20,000	11				HP CF289Y		
							\$ -	\$ -			

Pricing Table - Repairs & Expedited Orders			
Line No.	Description		Unit Price - F.O.B. Destination
CLIN 0041	Labor - Rate Per Hour	\$	-
CLIN 0042	Materials (Variable)		
CLIN 0043	Expedited Order - Flat Fee	\$	-

Base Year Total* \$ -

(Sum of blue, pink and yellow cells)

**This amount is not an award amount and will not be used in the resulting BPA or any BPA calls: its sole purpose is to enable the Judiciary to make a finding of lowest price, since exact quantities needed are unknown.*

Attachment 1 - Pricing Tables - Option Year 1

Pricing Table - Printer Ink & Toner Cartridges											
						Remanufactured - Mandatory Source			OEM		
Line No.	HP Printer Model	HP Toner Series	Color	Pages	Estimated Annual Quantity	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed
CLIN 1001	LaserJet 4300/4350	45A	Black	18,000	1	AbilityOne 7510-01-660-3733			HP Q5945A		
CLIN 1002	LaserJet 4350	42X	Black	20,000	3	AbilityOne 7510-01-683-3492			HP Q5942X		
CLIN 1003	LaserJet CP2025dn	304A	Black	3,500	1	AbilityOne 7510-01-670-3513			HP CC530A		
CLIN 1004		304A	Cyan	2,800	1	AbilityOne 7510-01-670-3777			HP CC531A		
CLIN 1005		304A	Yellow	2,800	1	AbilityOne 7510-01-670-3780			HP CC532A		
CLIN 1006		304A	Magenta	2,800	1	AbilityOne 7510-01-670-3779			HP CC533A		
CLIN 1007	LaserJet Enterprise 600 M601n	90A	Black	10,000	1	AbilityOne 7510-01-682-2182			HP CE390A		
CLIN 1008	LaserJet Enterprise 600 M602dn	90X	Black	24,000	1	AbilityOne 7510-01-682-2183			HP CE390X		
CLIN 1009	LaserJet Enterprise CP4025dn/4525n	649X	Black	17,000	10	AbilityOne 7510-01-673-1198			HP CE260X		
CLIN 1010		648A	Cyan	11,000	3	AbilityOne 7510-01-673-1197			HP CE261A		
CLIN 1011		648A	Yellow	11,000	3	AbilityOne 7510-01-673-1195			HP CE262A		
CLIN 1012		648A	Magenta	11,000	3	AbilityOne 7510-01-673-1199			HP CE263A		
CLIN 1013	LaserJet Enterprise M506n/M527	87X	Black	18,000	1	AbilityOne 7510-01-682-6841			HP CF287X		
CLIN 1014	LaserJet Enterprise M553x	508X	Black	12,500	18	AbilityOne 7510-01-694-2425			HP CF360X		
CLIN 1015		508X	Cyan	9,500	8	AbilityOne 7510-01-694-2773			HP CF361X		
CLIN 1016		508X	Yellow	9,500	8	AbilityOne 7510-01-694-2770			HP CF362X		
CLIN 1017		508X	Magenta	9,500	8	AbilityOne 7510-01-694-2771			HP CF363X		
CLIN 1018	LaserJet Enterprise M607	37A	Black	11,000	1	AbilityOne 7510-01-682-2176			HP CF237A		
CLIN 1019	LaserJet M203/M227	30X	Black	3,500	1	AbilityOne 7510-01-689-1058			HP CF230X		
CLIN 1020	LaserJet P1006	35A	Black	1,500	1	AbilityOne 7510-01-690-1904			HP CB435A		
CLIN 1021	LaserJet P2035	05A	Black	2,300	1	AbilityOne 7510-01-683-3474			HP CE505A		
CLIN 1022	LaserJet P2055dn	05X	Black	6,500	4	AbilityOne 7510-01-683-4144			HP CE505X		
CLIN 1023	LaserJet P4015n/4515x	64X	Black	24,000	1	AbilityOne 7510-01-683-3769			HP CC364X		
CLIN 1024	LaserJet Pro 400 M401dn	80X	Black	6,900	7	AbilityOne 7510-01-660-3732			HP CF280X		
CLIN 1025	LaserJet Pro 400 M451nw	305X	Black	4,000	5	AbilityOne 7510-01-696-2686			HP CE410X		
CLIN 1026		305A	Cyan	2,600	4	AbilityOne 7510-01-660-4954			HP CE411A		
CLIN 1027		305A	Yellow	2,600	4	AbilityOne 7510-01-660-4958			HP CE412A		
CLIN 1028		305A	Magenta	2,600	4	AbilityOne 7510-01-660-4952			HP CE413A		
CLIN 1029	LaserJet Pro M452dw	410X	Black	6,500	13	AbilityOne 7510-01-694-2427			HP CF410X		
CLIN 1030		410X	Cyan	5,000	8	AbilityOne 7510-01-694-2428			HP CF411X		
CLIN 1031		410X	Yellow	5,000	8	AbilityOne 7510-01-694-2426			HP CF412X		
CLIN 1032		410X	Magenta	5,000	8	AbilityOne 7510-01-694-2424			HP CF413X		
CLIN 1033	DeskJet Plus 4100	61X	Black	10,000	2	AbilityOne 7510-01-560-6574			HP C8061X		
CLIN 1034	LaserJet Pro M402n	26X	Black	9,000	2	AbilityOne 7510-01-690-3164			HP CF226X		
CLIN 1035	LaserJet Pro M454dw	414A	Black	2,400	1				HP W2020A		
CLIN 1036		414X	Black	7,500	2				HP W2020X		
CLIN 1037		414X	Cyan	6,000	2				HP W2021X		
CLIN 1038		414X	Yellow	6,000	2				HP W2022X		
CLIN 1039		414X	Magenta	6,000	2				HP W2023X		
CLIN 1040	LaserJet M507dn	89Y	Black	20,000	11				HP CF289Y		
							\$ -	\$ -			

Pricing Table - Repairs & Expedited Orders			
Line No.	Description		Unit Price - F.O.B. Destination
CLIN 1041	Labor - Rate Per Hour	\$	-
CLIN 1042	Materials (Variable)		
CLIN 1043	Expedited Order - Flat Fee	\$	-

Option Year 1 Total* \$ -

(Sum of blue, pink and yellow cells)

**This amount is not an award amount and will not be used in the resulting BPA or any BPA calls: its sole purpose is to enable the Judiciary to make a finding of lowest price, since exact quantities needed are unknown.*

Attachment 1 - Pricing Tables - Option Year 2

Pricing Table - Printer Ink & Toner Cartridges											
						Remanufactured - Mandatory Source			OEM		
Line No.	HP Printer Model	HP Toner Series	Color	Pages	Estimated Annual Quantity	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed	Manufacturer and Part No.	Unit Price - Shipped	Unit Price - Installed
CLIN 2001	LaserJet 4300/4350	45A	Black	18,000	1	AbilityOne 7510-01-660-3733			HP Q5945A		
CLIN 2002	LaserJet 4350	42X	Black	20,000	3	AbilityOne 7510-01-683-3492			HP Q5942X		
CLIN 2003	LaserJet CP2025dn	304A	Black	3,500	1	AbilityOne 7510-01-670-3513			HP CC530A		
CLIN 2004		304A	Cyan	2,800	1	AbilityOne 7510-01-670-3777			HP CC531A		
CLIN 2005		304A	Yellow	2,800	1	AbilityOne 7510-01-670-3780			HP CC532A		
CLIN 2006		304A	Magenta	2,800	1	AbilityOne 7510-01-670-3779			HP CC533A		
CLIN 2007	LaserJet Enterprise 600 M601n	90A	Black	10,000	1	AbilityOne 7510-01-682-2182			HP CE390A		
CLIN 2008	LaserJet Enterprise 600 M602dn	90X	Black	24,000	1	AbilityOne 7510-01-682-2183			HP CE390X		
CLIN 2009	LaserJet Enterprise CP4025dn/4525n	649X	Black	17,000	10	AbilityOne 7510-01-673-1198			HP CE260X		
CLIN 2010		648A	Cyan	11,000	3	AbilityOne 7510-01-673-1197			HP CE261A		
CLIN 2011		648A	Yellow	11,000	3	AbilityOne 7510-01-673-1195			HP CE262A		
CLIN 2012		648A	Magenta	11,000	3	AbilityOne 7510-01-673-1199			HP CE263A		
CLIN 2013	LaserJet Enterprise M506n/M527	87X	Black	18,000	1	AbilityOne 7510-01-682-6841			HP CF287X		
CLIN 2014	LaserJet Enterprise M553x	508X	Black	12,500	18	AbilityOne 7510-01-694-2425			HP CF360X		
CLIN 2015		508X	Cyan	9,500	8	AbilityOne 7510-01-694-2773			HP CF361X		
CLIN 2016		508X	Yellow	9,500	8	AbilityOne 7510-01-694-2770			HP CF362X		
CLIN 2017		508X	Magenta	9,500	8	AbilityOne 7510-01-694-2771			HP CF363X		
CLIN 2018	LaserJet Enterprise M607	37A	Black	11,000	1	AbilityOne 7510-01-682-2176			HP CF237A		
CLIN 2019	LaserJet M203/M227	30X	Black	3,500	1	AbilityOne 7510-01-689-1058			HP CF230X		
CLIN 2020	LaserJet P1006	35A	Black	1,500	1	AbilityOne 7510-01-690-1904			HP CB435A		
CLIN 2021	LaserJet P2035	05A	Black	2,300	1	AbilityOne 7510-01-683-3474			HP CE505A		
CLIN 2022	LaserJet P2055dn	05X	Black	6,500	4	AbilityOne 7510-01-683-4144			HP CE505X		
CLIN 2023	LaserJet P4015n/4515x	64X	Black	24,000	1	AbilityOne 7510-01-683-3769			HP CC364X		
CLIN 2024	LaserJet Pro 400 M401dn	80X	Black	6,900	7	AbilityOne 7510-01-660-3732			HP CF280X		
CLIN 2025	LaserJet Pro 400 M451nw	305X	Black	4,000	5	AbilityOne 7510-01-696-2686			HP CE410X		
CLIN 2026		305A	Cyan	2,600	4	AbilityOne 7510-01-660-4954			HP CE411A		
CLIN 2027		305A	Yellow	2,600	4	AbilityOne 7510-01-660-4958			HP CE412A		
CLIN 2028		305A	Magenta	2,600	4	AbilityOne 7510-01-660-4952			HP CE413A		
CLIN 2029	LaserJet Pro M452dw	410X	Black	6,500	13	AbilityOne 7510-01-694-2427			HP CF410X		
CLIN 2030		410X	Cyan	5,000	8	AbilityOne 7510-01-694-2428			HP CF411X		
CLIN 2031		410X	Yellow	5,000	8	AbilityOne 7510-01-694-2426			HP CF412X		
CLIN 2032		410X	Magenta	5,000	8	AbilityOne 7510-01-694-2424			HP CF413X		
CLIN 2033	DeskJet Plus 4100	61X	Black	10,000	2	AbilityOne 7510-01-560-6574			HP C8061X		
CLIN 2034	LaserJet Pro M402n	26X	Black	9,000	2	AbilityOne 7510-01-690-3164			HP CF226X		
CLIN 2035	LaserJet Pro M454dw	414A	Black	2,400	1				HP W2020A		
CLIN 2036		414X	Black	7,500	2				HP W2020X		
CLIN 2037		414X	Cyan	6,000	2				HP W2021X		
CLIN 2038		414X	Yellow	6,000	2				HP W2022X		
CLIN 2039		414X	Magenta	6,000	2				HP W2023X		
CLIN 2040	LaserJet M507dn	89Y	Black	20,000	11				HP CF289Y		
							\$ -	\$ -		\$ -	\$ -

Pricing Table - Repairs & Expedited Orders			
Line No.	Description		Unit Price - F.O.B. Destination
CLIN 2041	Labor - Rate Per Hour		\$ -
CLIN 2042	Materials (Variable)		
CLIN 2043	Expedited Order - Flat Fee		\$ -

Option Year 2 Total* \$ -

(Sum of blue, pink and yellow cells)
**This amount is not an award amount and will not be used in the resulting BPA or any BPA calls: its sole purpose is to enable the Judiciary to make a finding of lowest price, since exact quantities needed are unknown.*

Solicitation #MNXDCLERK24-0019 Attachment 2: Responses to Questions

This document includes the questions received by the Contracting Officer from prospective bidders on or before June 26, 2024. Questions are paraphrased for the sake of simplicity.

Q: Is the Judiciary interested in a managed print services plan that includes toner, parts, and service for a per page cost?

A: No, the Judiciary is not interested in this type of plan for the devices. We are unable to permit any software (including any for remote monitoring of supply levels and/or page counts) to be installed on our devices and do not want to use a manual process to capture page counts. Many of these devices are near end of serviceable life and due to an intentional shift toward shared multi-function devices, we do not plan to replace the stand-alone printers or to pursue significant repairs of them.

Q: Is the Judiciary interested in a plan that includes free service calls with toner purchases?

A: The Judiciary is interested in this type of plan, provided our other stated requirements are met and the particular submission is found to have the lowest pricing among those received. On the Pricing Lists attachment, the same price would need to be listed in the *Unit Price – Shipped* column and the *Unit Price – Installed* column, and a 0 entered for *Labor – Rate Per Hour*.

Q: Will the Judiciary consider submissions that only price OEM toner?

A: No, the Judiciary will not be able to consider submissions that do not include pricing for mandatory source toner and affirm the contractor's ability to deliver and install mandatory source products. The Judiciary is well aware of the general justification for using OEM toner, but is required to comply with the Javits-Wagner-O'Day Act (JWOD) and need its contractor to assist with achieving compliance.

Q: Can items listed as Triumph on the Attachment 1 – Pricing List be updated to Skilcraft?

A: The Judiciary sought direction from the AbilityOne program because it had encountered both Triumph (or Source America) and Skilcraft branded items labeled as mandatory source on the AbilityOne.com site (many with the same part numbers). The AbilityOne program confirmed that there are some Triumph products which are mandatory source, along with Skilcraft. It advised that the proper course is to list all parts simply with AbilityOne as the manufacturer instead of including other identifiers. The Judiciary's Amendment 1 to the BPA solicitation therefore includes an updated *Attachment 1 – Pricing List* which follows this approach.

Q: Can the "Remanufactured – Other Source" column on the Attachment 1 – Pricing List specify a particular brand, such as Clover, to ensure everyone is bidding with the correct product versus an inferior remanufactured or compatible toner?

A: The Judiciary agrees that listing a specific manufacturer in the "Remanufactured – Other Source" column would ensure submissions are truly comparable, but it has decided to eliminate

the “Remanufactured – Other Source” columns on the *Attachment 1 – Pricing List* entirely on the Amendment 1 posting. Only the mandatory source product and, if that is not available, the OEM product, need to be made available to the Judiciary.

Q: Is light maintenance in C.6.2.F only for the Minneapolis and St. Paul locations where a technician is required to install?

A: Yes. Light maintenance is to be performed after cartridges are installed by a technician. Since no installation by a technician is being requested by the Judiciary for the Duluth and Fergus Falls locations, light maintenance will be performed only for Minneapolis and St. Paul.

Q: What is the CLIN 0043 “Expedited Orders – Flat Fee?” If there is same day toner delivery, can it be broken out for delivery only and delivery and installation?

A: The Judiciary made changes to C.6.2.A in its Solicitation Amendment to change the general delivery timespan from 1 to 2 days, to clarify what is considered an expedited order, and to clarify when it will apply. C.6.2.A now reads as follows. The Judiciary hopes that this eliminates the need for a submitter to request to break out the expedited orders flat fee on the *Attachment 1 – Pricing Tables*, because it now states that expedited orders are only possible if installation is requested.

C.6.2.A - Standard delivery will be required by the Contractor within two (2) business days of receipt of order from the Judiciary. For installed toner (which applies to Minneapolis and St. Paul only), delivery is accomplished when the toner is installed and tested by the Contractor. For shipped toner (which applies to all locations), delivery is accomplished when the toner arrives at the Judiciary's building address, whether the Contractor uses courier or a common carrier. There will be no requests by the Judiciary for expedited shipping; only for expedited installation. Expedited installation is defined as installation that is requested by the Judiciary to be delivered as soon as possible and results in the Contractor installing and testing the toner in fewer than two (2) business days. The Contractor will be permitted to impose a fee in an amount no greater than the Expedited Orders – Flat Fee amount quoted by the Contractor on **Attachment 1 – Pricing Tables**. Orders which are fulfilled by the Contractor in fewer than two (2) business days but which the Judiciary did not *request* to be expedited may not include the Expedited Order fee.