

Request for Quotation (Services)

For: Library Collection Maintenance Services (San Francisco District)

RFQ Number: FY2008-18

Request Date: July 30, 2008

Special Notes:

Quotes must be submitted in writing by 4:00 pm on Friday, August 8, 2008, to the address listed below. Quotes may be mailed, faxed, emailed, or hand-delivered and must include:

- Quote Sheet (attached) with price quotation. Quotes shall specify the hourly rate per Contractor employee.
- Business References sheet (attached) with list of names, addresses, and telephone numbers
- IRS W-9 Request for Taxpayer Identification

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

Quotes and questions concerning this RFQ should be addressed to the branch librarian:

Susan Wong Caulder
U.S. District Court Library
U.S. Courthouse, 18th Floor
450 Golden Gate Avenue, Box 36060
San Francisco, CA 94102

phone: (415) 436-8130

fax: (415) 436-8134

email: Susan_Wong_Caulder@LB9.uscourts.gov

Delivery Address(es) and Scheduling

Services must be provided at the designated worksite(s) during business hours, *Monday through Friday, 8:30 a.m. to 5:00 p.m.*, on a schedule to be established with the Library Contact. The Contractor shall visit the worksite(s) as follows:

location and address	# of visits	per
<i>U.S. District Court Library U.S. Courthouse, 18th Floor 450 Golden Gate Avenue San Francisco, CA 94102</i>	<i>1</i>	<i>week</i>

Collection Description

Collection maintenance services at this location currently average *4 hours per week*. Subject to the availability of funds, we anticipate issuing a purchase order at this rate. Payment will be made for actual hours worked with no minimum hours per visit guaranteed.

You are welcome to visit the library to view the collection. Please contact the branch librarian to schedule an appointment.

Quote Sheet for RFQ Number: FY2008-18

Description of task: Collection maintenance services per the attached statement of work at the location(s) listed below.

Location	Quantity <i>(total for contract period)</i>	Unit	Unit Price <i>(hourly rate)</i>	Extended Price <i>(quantity x unit price)</i>
<i>U.S. District Court Library U.S. Courthouse, 18th Floor 450 Golden Gate Avenue San Francisco, CA 94102</i>	208	hours		

Vendor Information

Name: _____

Street Address: _____

City, State, and ZIP Code: _____

Phone: _____

Fax: _____

Email: _____

Tax Identification Number: please complete the enclosed IRS W-9 form

Signature of Person Authorized to Sign Quote

Date

Name (type or print)

Business References for RFQ Number: FY2008-18

Per section 1.4 of the Statement of Work, “The Contractor shall provide three business references from individuals qualified to document the Contractor’s ability to perform the tasks specified below. References shall be provided using a list of clients from within the last two years who have agreed to act as references (include names, addresses, telephone numbers, and dates of service).”

contact name	
company	
address	
telephone number	
dates of service	

contact name	
company	
address	
telephone number	
dates of service	

contact name	
company	
address	
telephone number	
dates of service	

Statement of Work (SOW)

1 Description of Task to be Purchased

1.1 Introduction

The Ninth Circuit Library contracts for collection maintenance services for its various branch libraries on an annual basis. The Library is currently soliciting quotes for the twelve-month period from September 1, 2008 through August 31, 2009.

1.2 Purpose

Update and maintain the collections of the Ninth Circuit Libraries for use by judges and court staff.

1.3 Scope

The Contractor shall be responsible for the filing and maintenance of supplementary materials which may include, but are not limited to, advance sheets, bound volumes, supplements, looseleaf pages, pocket parts, pamphlets, and microfiche. Maintenance shall include replacing all outdated materials according to instructions outlined by the publisher; keeping accurate records on a daily basis of any missing pages, supplements, broken or missing binders; and reporting this information to the designated Library Contact. The Contractor shall also be responsible for re-shelving and shifting of collection materials as directed by the Library Contact.

1.4 Special Requirements

Experience: The Contractor's employees assigned to perform the tasks below shall have demonstrated experience in filing and shelving legal materials. The Contractor's employees shall have demonstrated ability to organize materials using the Library of Congress classification system.

References: The Contractor shall provide three business references from individuals qualified to document the Contractor's ability to perform the tasks specified below. References shall be provided using a list of clients from within the last two years who have agreed to act as references (include names, addresses, telephone numbers, and dates of service).

Security Clearance: The Contractor's employees assigned to perform the tasks below are subject to a background check that includes an FBI fingerprint search. Contractor employees may work provisionally while the background check is processed, but fingerprinting of each employee must be successfully completed prior to the submission of the first invoice for that employee's services.

Staffing: To assure consistency in performance and reduce the need for additional background checks, the Contractor shall assign the tasks below to the same employee on a regular basis. The Contractor's assigned employee shall maintain a demeanor appropriate to the court environment and an organized work area. The Contractor's employee shall have the ability to read and understand written and verbal instructions and must be able to communicate effectively with the Library Contact about the work.

2 Description of Deliverables

2.1 Services

The Contractor shall perform the following tasks on each visit to the designated work site(s):

- Check designated area to determine material to be filed.
- For each title, locate and assemble all volumes needed for filing/maintenance. Note any volumes missing from the shelves and report to Library Contact.
- Before filing, check previous instructions to make sure that all preceding supplements have been filed. Note any missing supplements and report to Library Contact.
- Prioritize materials per Library Contact's instructions. File material according to publisher instructions. Materials should be filed within one week of receipt.
- Initial, date, and save (or file) all records and filing instructions as directed by the Library Contact.
- Return all volumes to the correct location.
- Return any unfiled supplements to the designated area.
- Report any problems with supplementary materials or sets immediately to the Library Contact.
- Dispose of replaced materials and packing as directed by Library Contact.

2.2 Invoices

The Contractor shall provide proper original invoices to the Library Contact at the address specified on the purchase order. To constitute a proper invoice, the billing document shall be submitted after services are rendered and shall include the following information:

- payee's name, remittance address, and Taxpayer Identification Number;
- invoice date and period(s) covered by invoice;
- purchase order number;
- general description of services rendered, unit quantity, unit price, and total amount due;
- payment terms (if none are stated, 30 days net will be assumed)

3 Schedule for Performance and Delivery

The period of performance shall be from September 1, 2008 through August 31, 2009. The Contractor shall visit the work site(s) to perform the above tasks as scheduled with the Library Contact.

4 Review Period for Deliverables

The Library Contact will review performance throughout the term of the contract. Upon notification by the Library Contact, the Contractor shall correct any deficiencies within 10 business days.

5 Acceptance Criteria for Deliverables

The Contractor shall perform the above tasks with an error rate not to exceed two percent (2%), as determined by the Library Contact.

6 Environment

Work will be performed in a federal government office setting during business hours. The Government will not pay for transportation or parking.

Purchase Order Terms & Conditions

Provisions and Clauses

Required Provisions and Clauses for All Open Market Small Purchases

JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

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/clauses.htm>

JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

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/clauses.htm>

JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)

- (a) The following *Judiciary Procurement Program Procedures* (JP3) provisions are incorporated by reference into the request for quotations (RFQ):
 - (1) JP3 Provision 3-90, "Late Submissions, Modifications and Withdrawal of Offers" (JAN 2003)
 - (2) JP3 Provision, 7-60, "Judiciary Furnished Property or Services" (JAN 2003)
- (b) The contractor shall comply with the following *Judiciary Procurement Program Procedures* (JP3) clauses incorporated by reference:
 - (1) JP3 Clause 2-60, "Stop Work Order" (JAN 2003)
 - (2) JP3 Clause 3-205, "Protest After Award" (JAN 2003)
 - (3) JP3 Clause 7-20, "Security Requirements" (JAN 2003)
 - (4) JP3 Clause 7-30, "Public Use of the Name of the Federal Judiciary" (JAN 2003)
 - (5) JP3 Clause 7-35, "Disclosure or Use of Information" (AUG 2004)
 - (6) JP3 Clause 7-85, "Examination of Records" (JAN 2003)
 - (7) JP3 Clause 7-130, "Interest (Prompt Payment)" (JAN 2003)
 - (8) JP3 Clause 7-135, "Payments" (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
 - (9) JP3 Clause 7-140, "Discounts for Prompt Payment" (JAN 2003)
 - (10) JP3 Clause 7-150, "Extras" (JAN 2003)
 - (11) JP3 Clause 7-185, "Changes" (JAN 2003)
 - (12) JP3 Clause 7-200, "Judiciary Delay of Work" (JAN 2003) (Applies for products and fixed-price services.)
 - (13) JP3 Clause 7-210, "Payment for Emergency Closures" (AUG 2004)
 - (14) JP3 Clause 7-235, "Disputes" (JAN 2003)
- (c) The contractor shall comply with the following JP3 clauses, incorporated by reference, unless the circumstances do not apply:
 - (1) JP3 Clause B-20, "Computer Generated Forms" (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
 - (2) JP3 Clause 6-60, "Rights in Data - General" (AUG 2004) (Applies if data will be produced, furnished, or acquired under the purchase order.)
 - (3) JP3 Clause 7-145, "Government Purchase Card" (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
 - (4) JP3 Clause 2-115, "Terms for Commercial Advance Payment of Purchases" (OCT 2006) (Applies if advance payment will be authorized.)
 - (5) JP3 Clause 2-115, Alt I (Applies if advance payment is authorized for photocopy | equipment maintenance.)
 - (6) The following apply to products only:
 - a) JP3 Clause, 2-25A, "Delivery Terms and Contractor's Responsibilities" (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
 - b) JP3 Clause, 2-45, "Packaging and Marking" (AUG 2004) (Applies to fixed-price products or for a service involving furnishing of products.)
 - c) JP3 Clause, 3-155, Walsh-Healey Public Contracts Act (JAN 2003) (Applies to product procurements over \$10,000 for manufacturing or furnishing products)
 - (7) The following apply to services only:
 - a) JP3 Clause 1-1, "Employment by the Government" (JAN 2003)
 - b) JP3 Clause 1-5, "Conflict of Interest" (AUG 2004)

- c) JP3 Clause 3-160, "Service Contract Act of 1965, as amended" (JAN 2003) (Applies if the purchase order amount is over \$2,500 and will require the use of service employees.)
 - d) JP3 Clause 3-170, "Statement of Equivalent Rates for Federal Hires" (JAN 2003) (Applies if the purchase order amount is more than \$2,500 and will require the use of service employees. In the RFQ, the CO will state the employee class and the monetary wage-fringe benefits.)
 - e) JP3 Clause 7-40, "Judiciary-Contractor Relationship" (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
 - f) JP3 Clause 7-65, "Protection of Judiciary Buildings, Equipment and Vegetation" (JAN 2003) (Applies when services are performed at a judiciary installation.)
 - g) JP3 Clause 7-205, "Payment for Judiciary Holidays" (JAN 2003) (Applies | to time-and-materials or labor-hour contracts.)
- (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 its post-acceptance rights:
- (1) within a reasonable period of time after the defect 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.

Provisions and Clauses for Purchases of Services

JP3 Clause 3-170 Statement of Equivalent Rates for Federal Hires (JAN 2003)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the judiciary subject to the provisions of 5 U.S.C. § 5341 or 5332.

This statement is for information only; it is not a wage determination.

Employee Class	Monetary Wage-Fringe Benefits
<u>General Clerk II</u>	<u>\$12.17</u>

Wage Rate Determination

The offerer is advised that the Service Contract Act (FAR 52.222.41) shall apply to any agreement and is hereby incorporated by reference. Supplier is required to pay the prevailing wage rates and fringe benefits as determined by the U.S. Department of Labor Wage Determination 2005-2059 revision 7 dated 5/29/2008 (copy attached).