

# DISTRICT COURT OF THE VIRGIN ISLANDS



## Interior Painting Services Open Market Lowest Price, Technically Acceptable

### *Request for Quotation*

RFQ Number: 18-0001

Request Date: **September 6, 2018**

To: Vendor to be determined

#### **Special Notes:**

This is a request for **Open Market Pricing**.

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work by **4:30p.m. on September 12, 2018**, subject to extension if deemed necessary. All proposals should detail how the work will be accomplished, and acknowledge compliance with the Request for Quotation (RFQ).

Any quote that is deemed incomplete will be considered technically unacceptable. Pricing is to be provided on the attached quote sheet and must be answered in its entirety. It is the sole responsibility of the vendor to confirm receipt of its bid with the US District Court. **The quote submitted by the contractor must be a fixed price for the performance of the entire job.**

Quotes may be mailed, hand delivered, faxed or e-mailed to:

**Attention:** Verla Nathaniel, Contracting Officer  
District Court of the Virgin Islands  
Almeric L. Christian Federal Building and U. S. Courthouse  
3013 Estate Golden Rock, Lot #13  
Christiansted, St. Croix VI 00820-4355  
**Phone:** 340-718-1130  
**Fax:** 340-712-7180  
**Email:** [procurement@vid.uscourts.gov](mailto:procurement@vid.uscourts.gov)

Questions concerning this RFQ should be addressed to the same.

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

Please email [procurement@vid.uscourts.gov](mailto:procurement@vid.uscourts.gov) to request a site visit to inspect areas that the Court is seeking to have painted.

Services are to be performed at 3013 Estate Golden Rock, Lot #13, Christiansted, St. Croix VI 00820.

Sincerely,



Verla Nathaniel  
Contracting Officer

Attachment: Quote Sheet for RFQ Number: 18-0001

**Quote Sheet for RFQ Number: 18-0001**

<b>Item No.</b>	<b>Location</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Grand Jury Room 103	Paint entire room.	1	Job		
2	Main Grand Jury Room – Room 104	Paint 3-door frames.	1	Job		
3	Witness Waiting Room 359	Paint entire room and doorframes.	1	Job		
4	Hallway # 360 ( Near Rooms 361 & 359)	Paint ceiling, and doorframes.	1	Job		
5	Witness Waiting Room 346	Paint entire room and doorframes.	1	Job		
6	Attorney Conference Room 349	Paint entire room and doorframe.	1	Job		
7	Hallway #344 (Near Rooms 346 & 349)	Paint ceiling.	1	Job		
8	Historical Room	Paint 2 doorframes.	1	Job		
9	Witness Waiting Room 275	Paint entire room and doorframe.	1	Job		
10	Attorney Conference Room 276	Paint entire room and doorframe.	1	Job		
11	Hallway #274 (Near rooms 275 & 276)	Paint ceiling and doorframes.	1	Job		
12	Visiting Judge Reception Rm 328	Paint reception window frame and doorframes	1	Job		
13	Law Clerk Room 330 (Visiting Judge)	Paint doorframe.	1	Job		
14	Law Clerk Room 331 (Visiting Judge)	Paint doorframe.	1	Job		
15	Visiting Judge's Chamber Room 332	Paint doorframes	1	Job		
16	Visiting Judge Bathroom Room 340	Paint ceiling and doorframe.	1	Job		
17	Jury Deliberation Room 334	Paint doorframe.	1	Job		
18	Bathroom Room 336 (ceiling)	Paint ceiling and doorframe.	1	Job		
19	Bathroom Room 337 (ceiling)	Paint ceiling and doorframe.	1	Job		

20	Courtroom 1 Jury deliberation room and bathrooms	Paint doorframes And bathroom ceilings	<i>1</i>	<i>Job</i>		
21	Chief Judge's Chambers	Paint doorframes	<i>1</i>	<i>Job</i>		
22	Law Clerk Room 374	Paint doorframe	<i>1</i>	<i>Job</i>		
23	Law Clerk Room 375 (District Judge)	Paint doorframe	<i>1</i>	<i>Job</i>		
24	Courtroom 1 – Room 362	Paint walled areas.	<i>1</i>	<i>Job</i>		
25	Courtroom 1 Jury Closet	Paint walls and clean and paint shelves	<i>1</i>	<i>Job</i>		
26	Chief Judge Reception Area	Paint reception glass window frame and doorframes.	<i>1</i>	<i>Job</i>		
27	Courtroom 2 – Room 345	Paint walled areas.	<i>1</i>	<i>Job</i>		
28	Court Reporter Office – Room 378	Paint entire room and front door and doorframes.	<i>1</i>	<i>Job</i>		
29	Court Reporter Office – Room 351	Paint entire room and front door and doorframes.	<i>1</i>	<i>Job</i>		
30	Magistrate Chambers	Paint doorframes	<i>1</i>	<i>Job</i>		
31	Magistrate Office Closet and Bathroom – Room 281	Paint ceilings and doorframes	<i>1</i>	<i>Job</i>		
32	Magistrate Courtroom	Paint entire room and door frames	<i>1</i>	<i>Job</i>		
33	Magistrate Reception Area	Paint reception glass window frame and doorframes.	<i>1</i>	<i>Job</i>		
					<b>TOTAL</b>	

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor's Street Address

\_\_\_\_\_  
Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS number

\_\_\_\_\_  
Printed or Typed Name of Signator

\_\_\_\_\_  
Discount Terms or Net 30?

## **STATEMENT OF WORK**

### **1.1 INTRODUCTION**

The District Court of the Virgin Islands (DCVI) is responsible for the repair and maintenance of the workspace assigned to its judges and staff. The DCVI St. Croix Division serves the residents of St. Croix, and is located at 3013 Estate Golden Rock, Lot 13 in Christiansted.

The DCVI is seeking a professional commercial painter to provide interior painting services at the Almeric L. Christian Federal Building and U.S. Courthouse.

### **1.2 OBJECTIVES**

The objective of this Request for Quotation (RFQ) is to seek a reputable contractor capable of providing the painting services. The DCVI shall be the sole determiner of the acceptability of the proposed paint type, color, and manufacturer of paint product.

### **1.3 SCOPE**

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate the re-painting of interior spaces at the Almeric L. Christian Federal Building and U.S. Courthouse.

The Contractor shall provide painting services during normal business hours, unless otherwise directed in writing, including via email, by the Contracting Officer.

The Contractor shall provide all workforce, materials, tools, and all equipment incidental and necessary to perform professional painting. The unit prices provided by the vendor shall reflect an all-inclusive cost necessary to accomplish the objective in the line item.

Quotes must include the total cost to complete the statement of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted. All quotes shall be accompanied by a proposed schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. As well as the names and contact information of key personnel. The Contract must also provide at least two (2) professional reference for similar work performed.

Contractors are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration. The following criteria will be used to assess quotations:

- a. Experience and quality of service.
- b. Capacity to fulfill the requirements of this RFQ.
- c. Provision of proof of current insurance certificate and industry licenses.
- d. Cost.
- e. Satisfactory past performance as confirmed by references.

#### **1.4 SPECIAL REQUIREMENTS/INFORMATION**

- a. The Contractor shall have at least five (5) years of experience in the business of commercial painting.
- b. The Contractor shall be responsible for obtaining and maintaining all necessary licenses and permits.
- c. Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry.
- d. The Supervisor will be available to oversee and inspect all work performed, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- e. Contractor will provide a paint sample of the color and type of paint to be used.
- f. Any paint and/or chemicals used must be low odor and non-toxic.
- g. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- h. The Contractor shall be responsible for the coordination of all materials delivered and work performed until completion and acceptance of the entire work by the DCVI.
- i. The Contractor, including its on the job-site employees and subcontractors, shall comply with all applicable Federal requirements.
- j. The Contractor shall only use on the job-site products that are not considered hazardous if inhaled and that do not exceed the toxicity limits set by the Environmental Protection Agency (EPA).
- k. The Contractor shall be knowledgeable of proper disposal procedures, and ensures that its employees are aware that domestic drains, and storm drains shall not be used to dispose of gasoline, paint, thinners, solvents, cleaning agents and other toxic materials.

- l. The Contractor is responsible for collecting and accumulating all waste, and the off-site disposal of its waste in compliance with local and federal laws governing waste disposal.
- m. The DCVI must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

## **2 REQUIREMENTS**

The work performed by the contractor shall include, but not be limited to, all labor, tools and material to prepare surfaces and apply paint as described below:

- a. Contractor must provide all labor, materials, equipment, and supervision for the prep and painting of existing interior surfaces, i.e. walls, doorframes, window frames, and ceilings.
- b. Materials are to be applied in accordance with the manufacturer's directions and recommendations, and the Contractor shall use the techniques and applications best suited for the type of material being used.
- c. Materials shall be applied without runs, sags or cracking.
- d. Prep, patch and sand paper all walls as necessary, and paint two (2) coats of paint on each of the surfaces painted. Apply paint until all surfaces are a 100% covered with paint.
- e. All point ups are to be sanded by painting Contractor.
- f. All rough trim is to be filled and sanded by painting contractor prior to final coat of paint.
- g. Patches and point ups that occur after the prime coat must be sanded and re-primed prior to applying the finishing coat. All wall areas must have two coats of paint.
- h. Clean work areas daily for occupancy the next day.
- i. All Contractor personnel performing work shall be required to obtain security badges under the General Services Administration's normal security badge issuance procedures.
- j. Work in each chambers must be completed in three (3) calendar days. Dates for painting are TBD and will be staggered.
- k. Contractor is responsible for removing all items from the walls and painting the entire wall.
- l. Mask all areas not painted such as windows, vents, fixtures, signs, etc. to protect from overspray, brush marks and drips; and cover and protect all furniture and floors, especially carpeted areas.
- m. Remove all tape and plastic covering once painting has concluded, and clean up the area and leave presentable.
- n. Surface preparation includes cleaning, priming, spackling and caulking. Apply new primer to areas where old paint and primer are missing.

- o. Complete all work in accordance with the industry standard for “high quality” work.

### **3 TIMELY PERFORMANCE & RESPONSE TIMES**

- a. The DCVI and the selected Contractor will work out a detailed project schedule that is mutually agreed upon between DCVI and Contractor, and ultimately approved by the DCVI. The DCVI reserves the right to revise the timeline at the DCVI’s discretion if deemed necessary.
- b. The Contractor shall make every attempt to acknowledge each communication request using email within 24 hours.
- c. Every effort should be made by the Contractor to arrive within 48-hours from the date and time of their acknowledgement of routine request.
- d. Every effort should be made by the Contractor to arrive within 48-hours of a non-routine request involving the discussion or resolution of performance, work-related issues, or the correction of problems and deficiencies identified during the inspection process.

### **4 MATERIALS**

The contractor shall furnish all resources (i.e. supervision, labor, materials, supplies, and equipment) that are necessary to fulfill all the requirements described in this scope of work in a safe, orderly, timely, efficient, satisfactory and competent manner. The Contractor shall be required to provide all labor, materials, tools, supplies, equipment, transportation, and supervision necessary to perform all interior painting services at no extra charge. This includes, but is not limited to the following:

- a. The Contractor must provide as needed paint scrapers, putty knives, trowels, razor scrapers, drop cloths, step ladders, screw drivers, paint trays, roller handles, handle extensions, hammers, all ladders, lifts, drop cloths, scaffolding, paintbrushes, rollers, barricades, signs, spray equipment, and any other equipment incidental to and necessary for the performance of the painting services and surface preparation described in this Statement of Work. The Contractor will also provide all paint, thinners, sandpaper, roller covers, spackle, joint compound, tapes, etc.
- b. All electrical extension cords shall be properly sized for the equipment load and placed away from pedestrian traffic. All connections between the extension cords and related equipment (e.g., tools, machine, or additional extension cords) shall be tightly fastened with no exposed electrical contacts.
- c. Unless otherwise directed by the DCVI, the contractor shall use ladders that utilize rubber floor protectors to perform the painting described herein for all locations within the building. Protection pads shall be used by the contractor to prevent ladders from marring building surfaces. All ladders shall be equipped with rubber shoes for the protection of the floors.



## **5 PREPARATION**

- a. Prior to starting work, the contractor shall check color and product to assure conformity to specified color and finish.
- b. All dust must be wiped off walls and molding prior to applying all coats of paint. Floors must be covered prior to starting work.
- c. Examine substrates, areas, and conditions under which painting will be performed for compliance with paint application requirements. Contract should not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- d. Remove hardware and hardware accessories and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface preparation and painting. After completing operations in each space or area, reinstall items that were previously removed.
- e. Prepare all surfaces to be painted, remove chalk, dust, dirt, etc. Inspect surfaces and fill all cracks, gouges, holes and abrasions with a plaster compound or spackle. No painting shall be performed on areas where plaster, spackle, caulking, or concrete has been applied until such materials are thoroughly cured and dry.
- f. The Contractor is responsible for material, furniture, equipment, and floors damaged by paint, and shall protect all surrounding furniture, surfaces mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and protective coverings for the protection of floors, furnishings and adjacent surfaces. Contractor shall be responsible for providing and for the placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Contractor shall be responsible for the security of his or her equipment and materials.

## **7 WARRANTY**

- a. Contractor warrants to the DCVI that all labor performed and materials furnished by contractor shall conform to the specifications of this agreement, be of good quality and free of faults and defects, and be in accordance with the requirements of all applicable government authorities.

- b. Contractor expressly warrants that the work shall remain free of defect for a period of at least one (1) year from the date of purchase/completion of project by the Contractor.
- c. In addition to any other warranties provided herein, the Contractor hereby warrants its workmanship and materials in full accordance with the Warranty Corporation Program and all applicable sections of the Manual of Approved Standards for the product.
- d. All work not conforming to the aforementioned requirements shall be considered to be defective. If, within the time periods set forth in the foregoing warranty (or for a period of one (1) year for latent defects), any of the work is found to be defective or not in accordance with the terms of this agreement, the Contractor shall promptly correct such work or replace or repair any defective material upon notice from the DCVI.
- e. Contractor agrees to make all repairs and correct such defects under the applicable warranty within five days (5) days of notice of such defect as determined by DCVI.
- f. Contractor shall furnish all warranties and/or guarantees by manufacturers of the products provided.

## **8 JOB SITE SAFETY PRECAUTIONS**

The DCVI will not be responsible for injury or damage incurred during performance of this service and/or contract. Contractor shall at its own expense provide proof on insurance that protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the work. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including, but not limited to federal and local OSHA regulations.

Contractor will be required to have the appropriate level of insurance coverage. The minimum requirements are:

- a. General Liability Insurance
- b. Workers Compensation

As proof of valid insurance policies, the Contractor must provide Certificates of coverage.

While performing service under the contract, the contractor shall take all necessary precautions to ensure the safety of the DCVI employees, staff, and the general public, and to ensure the preservation of the facilities and furniture. These precautions shall include but are not limited to:

- a. Securing access to rooms that are closed or not open to the public at time of scheduled painting.
- b. Moving furniture that can be easily and safely moved (prior to moving any furniture contractor must discuss such action with DCVI).
- c. Taping down cords crossing traffic paths.

- d. Ensuring proper ventilation according to product manufacturer's directions.
- e. Replacing furniture when painting has been completed; in the event this is not possible, the Contractor must immediately notify DCVI to make arrangements to complete the work.

## **9 DISTRIBUTING AND/OR RELOCATING PAPERS AND EQUIPMENT**

The Contractor's employees shall not disturb and/or relocate any items (i.e. furniture, documents, materials, supplies, equipment, etc.) that are in any area of the job-site unless directed by the DCVI, other than the items that are the property of the Contractor or the Contractor's personnel.

## **10 CLEANING**

Before applying paint or other surface treatments, the Contractor must clean the substrates of substances that could impair the bond of the various coatings. Remove any dirt, grime, or peeling paint from wall surface. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

All clean up shall comply with all applicable Federal and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by Contractor's employees at work. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Whenever possible, clean up shall be conducted with water or water-based agents. Contractors may not utilize on-site office trash cans.

## **11 DELIVERABLES**

The contractor shall perform each painting task according to a detailed written painting task plan that is prepared by the contractor and approved by DCVI. This should be submitted for approval prior to the commencement of painting. The plan shall include the dates the work is to be initiated and completed, as well as the amount of work projected to be completed daily. The job plan shall identify the hours when the contractor will perform the work.

The Contractor shall be required to submit the following to the Procurement Specialist:

### **BEFORE COMMENCING PAINTING UNDER THE CONTRACT:**

1. List of names and phone numbers of key personnel
2. Paint samples
3. Painting task plan

## **UPON COMPLETION OF CONTRACT:**

1. All areas listed in the RFQ have been professionally.
2. All leftover paint provide to the DCVI.

### **11.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES**

- a. A decision for awarding the contract will be made when funding is available.
- b. A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
- c. A detailed work schedule must be submitted once the contract is awarded and crews have received access badges.
- d. Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submission of partial invoices shall be limited to once a week.

### **11.2 REVIEW PERIOD FOR DELIVERABLE(S)**

The DCVI will review each area with the Supervisor within 24 hours of completion. Any discrepancies will be noted and corrections must be satisfactorily completed within five (5) working days. Payment will be held until service is satisfactorily completed and approved.

For fixed price services, corrections are to be accomplished at no additional cost to the judiciary. Unsatisfactory or rejected painting service projects shall be repeated as soon as possible or as directed by the Contracting Officer at no additional cost.

### **11.3 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)**

The DCVI reserves the right to reject any or all work if, in its judgment, it reflects unsatisfactory workmanship, manufacturing, or damages. No work completed pursuant to this contract shall be deemed accepted until the DCVI has had reasonable opportunity to inspect the area(s). Any work(s) which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection, must be repainted at the Contractor's expense. If at a later time, the defects were not ascertainable upon the initial inspection the Contractor may also be requested to return to make corrections at the Contractor's expense. The DCVI's request for remedy shall not exclude any other legal, equitable or contractual remedies the DCVI may have.

Upon notification of Contractor's completion of painting services, the DCVI shall examine/observe the painting service project(s). Once the examination/review has been completed and the DCVI is satisfied that all work is in accordance with this Contract, the Contracting Officer shall notify the Contractor in writing that the painting service project(s) is complete and satisfactory.

The contractor shall be responsible for all damages to walls, ceilings, floors, windows, fixtures or other surrounding areas directly caused by equipment, painting methods, chemical spills, or Contractor personnel negligence during the painting process. Any items damaged during painting will be repaired to the satisfaction of the DCVI at the Contract's expense. Final payment will be withheld until all repairs are completed.

## **12 ENVIRONMENT**

All work will be conducted in occupied space.

### **12.1 LOCATION(S) FOR PERFORMANCE**

All work will be conducted at the Almeric L. Christian Federal Building and U. S. Courthouse, District Court of the Virgin Islands, 3013 Estate Golden Rock, Lot #13, Christiansted, St. Croix VI 00820-4355

### **12.2 GOVERNMENT FURNISHED PROPERTY**

Government property will not be provided for this contract.

### **12.3 CONTRACTOR FURNISHED MATERIAL**

The Contractor shall be responsible for providing all materials required to meet the terms of the contract.

### **12.4 ACCESS TO JUDICIARY IT NETWORKS**

At no time shall the contractor have access to the Judiciary IT Network or Wi-Fi.

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

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

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

(end)

### 2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

- ☒ Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- ☐ Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- ☐ Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- ☐ Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- ☐ Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- ☒ Clause 7-115 Availability of Funds (JAN 2003)

### 3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

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

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

(end)

- ☐ 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 \_\_\_\_\_ calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ calendar days [60 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 \_\_\_\_\_ (months) (years).

(end)

#### **4. Incorporation of Department of Labor Wage Rate Determination**

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*

### **SUBMISSION OF QUOTE AND EVALUATION OF OFFERS**

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

\_\_\_\_ Provision B-1, 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. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

#### **Solicitation Provisions Incorporated by Reference**

  X   Provision 2-70 Site Visit (JAN 2003)

\_\_\_\_ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

\_\_\_ Provision 3-135 Single or Multiple Awards (JAN 2003)

**Additional Solicitation Provisions**

X Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a Firm-Fixed-Price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

X Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required, because:

[ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the federal government.



(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other \_\_\_\_\_.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐ , is not, ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
  - ☐ Black American
  - ☐ Hispanic American
  - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - ☐ Individual/concern, other than one of the preceding.

(end)

\_\_\_\_ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance,

Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

\_\_\_\_ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for  
Certain

Services – Certification (APR 2011)

- (a) The offeror shall check following certification:

#### CERTIFICATION

The offeror [ ] does [ ] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. 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. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, 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 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and



(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)