

**Open Market
Request for Quotations
Lowest Price, Technically Acceptable**

RFQ Number: USCA 11-002
Request Date: 08/10/11

(PUBLIC NOTIFICATION)

Special Notes:

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

Quotes may be faxed or e-mailed to the below listed address by (**September 1, 2011**) local time. However, hand-carried quotes are to be delivered by the same time at (333 Constitution Ave., NW Rm 5327 Washington, DC 20001) to (Attention: (Dana L. Bethea)). Submit a technical proposal describing your approach and project management in accordance with the attached statement of work.

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:

*Dana L. Bethea
U.S. Court of Appeals
333 Constitution Ave., NW
Rm 5313 - Procurement
(202) 216-7297 office
(202) 273-0633 fax
dana_bethea@cad.uscourts.gov*

Services are to be performed at: (*E. Barrett Prettyman Courthouse, 333 Constitution Ave., NW 5th Floor Washington, DC 20001*).

Sincerely,

Dana L. Bethea
Contracting Officer

Attachments:

Attachment 1 : Scope of Work (SOW)

Attachment 2: UPS - Specifications

Attachment 3: Wage Determination

(Listed at end of Solicitation)

TERMS AND CONDITIONS
Provisions and Clauses

1) 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>

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

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

The following judiciary clauses are incorporated by reference:

Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	APR 2011
Clause 6-20	Insurance - Work On or Within a Judiciary Facility	APR 2011
Clause 6-25	Insurance - Liability to Third Persons	JAN 2003
Clause 7-20	Security Requirements	APR 2011

3) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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/these address(es): <https://www.acquisition.gov/far/index.html>

The following Federal Acquisition Regulation (FAR) Clauses, applicable to construction, are hereby incorporated by reference:

Number	Title	Date
52.222-5	Davis Bacon Act - Secondary Site of the Work	JUL 2005
52.226-6	Davis Bacon Act	JUL 2005
52-227-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.228-14	Irrevocable Letter of Credit	DEC 1999

52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.236-2	Differing Site Conditions	APR 1984
52-236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-10	Default (Fixed-Price Construction)	APR 1984

4) FAR 52.228-13 Alternative Payment Protections

(a) The Contractor shall submit one of the following payment protections:

Irrevocable Letter of Credit

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within 10 days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

5) Incorporation of Department of Labor Service Contract Act Wage Rate Determination

(See Attachment No. 3)

6) 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 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 below 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, 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)

7) **Site Visit**

- (a) Offerors or quoters are urged and expected to inspect the site where the work will be performed.
(b) Site visits may be arranged during normal duty hours by contacting: (**see Attachment No. 1 SOW for complete details**)

Name: Dana L. Bethea
Address: 333 Constitution Ave., NW
Washington, DC 20001

Telephone: (202) 216-7297

(End of provision)

Attachments

[Attachment No. 1 - Scope of Work](#)

[http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+SOW/\\$FILE/USCA-UPS-SOW.pdf](http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+SOW/$FILE/USCA-UPS-SOW.pdf)

[Attachment No. 2 - UPS - Specifications](#)

[http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+Specification/\\$FILE/USCA+UPS+Specification.pdf](http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+Specification/$FILE/USCA+UPS+Specification.pdf)

[Attachment No. 3 - Wage Determination](#)

[http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+Wage/\\$FILE/Wage+Detrm-Service.pdf](http://www.cadc.uscourts.gov/internet/home.nsf/AttachmentsByTitle/UPS+-+Wage/$FILE/Wage+Detrm-Service.pdf)