

**Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: USCA19-0004

Request Date: 09/09/2019

**Special Notes:**

This is a request for: **Cooling System Replacement – Fitness Center**

Quotes may be faxed or e-mailed to the below listed address by (**Friday, September 20, 2019 5:00 PM**) local time.

Hand-carried quotes must be delivered by the same time at; **333 Constitution Ave., NW Washington, DC 20001 Clerk's Office Intake Counter, Rm 5205** to (**Attention: Dana L. Bethea**). Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a firm fixed price submittal.

**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 submitted by email to:  
[dana\\_bethea@cadc.uscourts.gov](mailto:dana_bethea@cadc.uscourts.gov)

Services are to be performed at:

**E. Barrett Prettyman Courthouse  
U.S. Court of Appeals  
333 Constitution Ave., NW  
5th Floor  
Washington, DC 20001**

Sincerely,

Dana L. Bethea  
Contracting Officer

Attachments:

**Statement of Work  
Product Spec's & Drawings  
Wage Determination**

Quote Sheet for RFQ Number: USCA 19-0004

FIRM FIXED PRICE: \$ \_\_\_\_\_

\_\_\_\_\_  
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

\_\_\_\_\_  
TERMS – Net 30?

## STATEMENT OF WORK (SOW)

### 1.1 INTRODUCTION:

The U.S. Court of Appeals is seeking to make a “firm fixed price” award for the replacement of the “Cooling Equipment” currently servicing our fitness center. The fitness center is located on the first floor of the Prettyman side of the E. Barrett Prettyman Courthouse.

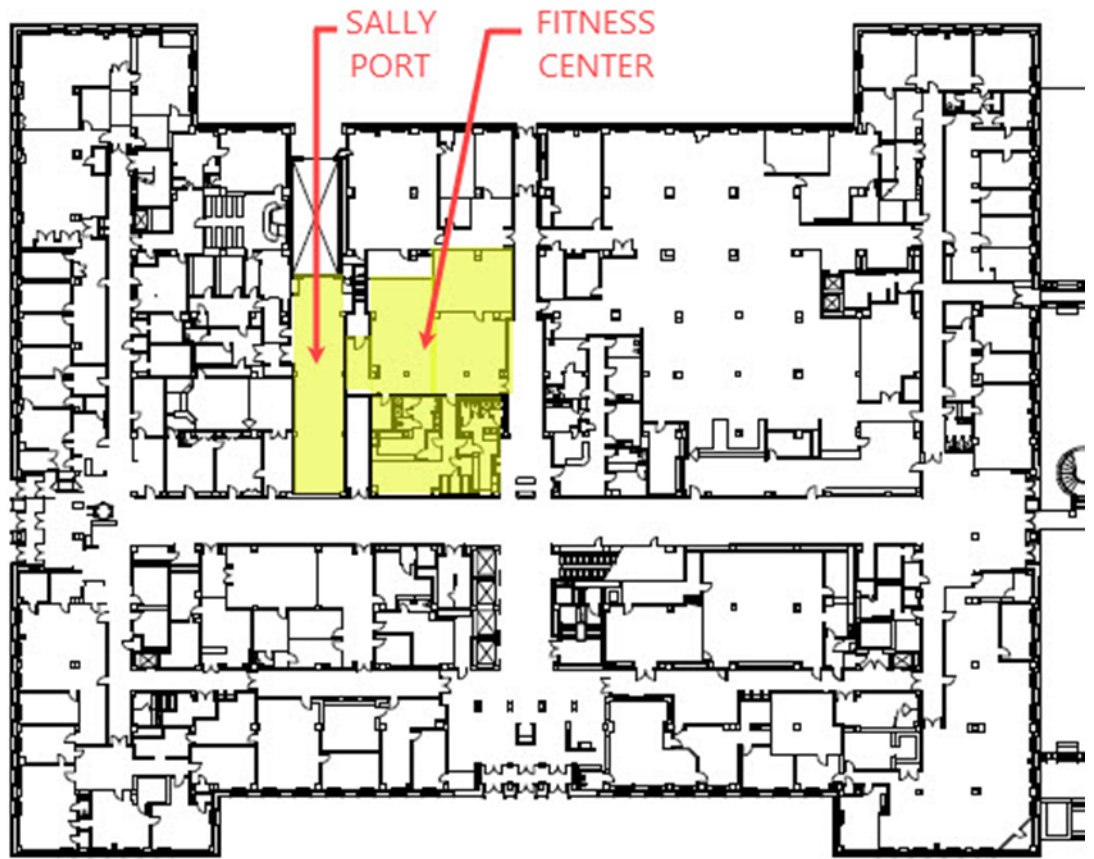
### 2.1 OBJECTIVES:

The Contractor is expected to replace existing cooling equipment as detailed in the “Statement of Work” below, and outlined in the “Specifications/Drawings” attached.

### 3 SCOPE:

1	Replace the existing cooling equipment that serves the Fitness Center in the Prettyman Courthouse with new 4 and 5-ton condensing units, air handling units and return air fans. The existing 2 and 5-ton condensing units are located in the B1 level and the air handling units and return air fans are located in the ceiling of the USMS Sally Port on the first floor.
2	Existing 2-ton capacity Air Handling Unit (EX. AHU-1) serving locker room and exercise room is replaced with a new 4-ton capacity unit (AHU-1).
3	Existing 2-ton capacity Condensing Unit (EX. CU-1) serving locker room and exercise room is replaced with a new 4-ton capacity unit (CU-1).
4	Existing 5-ton capacity Air handling Unit (EX. AHU-2) serving aerobics & weight room is replaced with a new 5-ton capacity unit (AHU-2).
5	Existing 5-ton capacity Condensing Unit (EX. CU-2) serving aerobics & weight room is replaced with a new 5-ton capacity unit (CU-2).
6	Provide new refrigerant line sets for the new 4 and 5-ton cooling units.

7	Existing inline Relief Air Fan (EX. RAF-1) serving EX. AHU-1 is replaced with a new inline fan (RAF-1).
8	Existing inline Relief Air Fan (EX. RAF-2) serving EX. AHU-2 is replaced with a new inline fan. (RAF-2).
9	All the existing relief air ductwork located in sally port space is removed and a new relief air ductwork layout has been provided.
10	Existing Outside Air Fan (EX. OAF) serving air handling units (EX. AHU-1 & EX. AHU-2) is removed, and associated outside air ductwork is demolished.
11	A new 1950 CFM capacity inline Outside Air Fan (OAF-1) has been provided to serve new AHU-1. New outside air ductwork from the existing has been provided.
12	A new 1600 CFM capacity inline Outside Air Fan (OAF-2) has been provided to serve new AHU-2. New outside air ductwork from the existing has been provided.
13	Existing inline exhaust fan (EX. EF) serving locker room/bathrooms shall remain.
14	New supply and return ductwork from the new AHUs has been provided and connected to existing supply and return ductwork in the fitness center.
15	Provide new electrical service such as feeders, disconnects, breakers, and conduit for new condensing, air handling, and return air units.
16	Connect the new cooling system to existing DDC system for the Fitness Center. The DDC system is located in the USMS Sally Port. Test proper operation of cooling and DDC system.



#### 4 SPECIAL REQUIREMENTS/INFORMATION

**4.1a** – A walk thru of the existing spaces can be arranged but will need to be scheduled via emailed request to: [dana\\_bethea@cadc.uscourts.gov](mailto:dana_bethea@cadc.uscourts.gov).

**4.1b** – If the Contractor intends to use a **Subcontractor** for any of the services detailed in this project, the Contractor shall include the name of the “**sub**” and provide a description of how the “**sub**” will be managed during performance.

#### 5 REQUIREMENTS

**5.1** – Contractor shall review and adhere to project information as shown by references.

**NOTE:** Where brand names are indicated for deliverables, the contractor shall provide **brand name or Equal**. The contractor shall provide comparative spec sheets for any and all items for which they intend to use an equivalent to the deliverables specified in the attached drawings, no later than the proposal close date.

**5.2a** - Contractor shall organize and submit a schedule for work to be done according to the following parameters below within 15 days of award: (5.2b,c).

**5.2b** - Work shall be done during normal business hours from 7:00 A.M to 6:00 P.M., Monday through Friday, and shall be coordinated with Contracting Officer’s Representatives. Contractors shall work in assigned space only, and will be escorted to and from work location by COR’s.

**5.2c** - Saturdays, Sundays, and federal holidays shall be approved in advance, and shall be coordinated in with Contracting Officer’s Representatives.

**5.3a** - Contractor shall submit name, date of birth, and social security number of all workers that will be working on site for this work scope. Submittal of information shall be no later than 15 days after being notified of an award.

**5.3b** - A background check will be performed against the information provided. A purchase order will be issued upon notification that workers are suitable to work, unescorted, in the courthouse.

**5.3c** - Should it be determined that workers are not suitable a purchase order will not be issued. In this event, an explanation will not be provided; all decisions are final. Not applicable to workers who have already been cleared to work in the building in the preceding six months.

**5.4** – Contractor shall take all necessary steps to protect the existing space and to limit the amount of dust and debris to surrounding areas. This typically includes the contractor’s use of plastic protection surrounding workspace, along with entry and exit points. The contractor shall ensure that all debris is removed from the courthouse and will ensure that debris is not deposited within courthouse dumpsters.

**5.5** – Contractor shall move and protect furniture and/or equipment as necessary to complete work.

**5.6** – Contractor shall provide proposal no later than **5:00 PM, September 20, 2019**.

## **6.1 DELIVERABLES**

All deliverables, (equipment and supplies) named in the project specifications and those deemed necessary by the Contractor, shall be the responsibility of the Contractor to supply and protect throughout the duration of the project. The Contractor shall coordinate the delivery of all materials and supplies with the Contracting Officer’s Representatives. The courthouse has a standard loading dock and a freight elevator able to accommodate all materials specified in the Statement of Work. The court assumes no responsibility for damaged product, any corrections to defective or damaged product shall be accomplished at no additional cost to the judiciary.

## **7.1 PERIOD OF PERFORMANCE**

The overall period of performance for this contract will be 09/27/19 – April 30, 2020. Work shall be substantially complete no later than January 1, 2020.

## **8.1 REVIEW PERIOD & ACCEPTANCE**

At the completion of the project, the Contractor shall contact the Contracting Officer to schedule a walk-through of the completed space. The Contracting Officer, the Contractor and the Contracting Officer’s Representatives will walk the space to identify any punch list items still outstanding or certify that the area is deemed to be in a “Ready State.” If accepted, the Contracting Officer will issue a close out notification to the Contractor. If the project, (*or some aspect of*) is rejected, the contractor will have 10 working days to correct the deficiency. Payment will be withheld until the project has been deemed accepted.

## **9.1 PAYMENT**

The Contractor shall submit an invoice for full payment in accordance with Clause 7-125, Invoices, after receiving acceptance notification in writing from Contracting Officer. (Clauses attached).

## 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 (ATTACHED BELOW)



## 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

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

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)

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)

## ATTACHMENTS:

1. [Product Spec's & Drawings](#)
2. [Wage Determination](#)