

**Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: USCA 14-200

Request Date: 7/21/14

**Special Notes:**

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

Quotes may be faxed or e-mailed to the below listed address by close of business day, **(August 15, 2014)** local time. Hand-carried quotes must be delivered by the same time at (333 Constitution Ave., NW Rm 5313 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](mailto:dana_bethea@cad.uscourts.gov)

**A pre-proposal meeting will be held on July 28, 2014 at 10:00 AM. Contractors should report to the courthouse, which is located at 333 Constitution Ave., NW, Washington, D.C. and go to room 1131B. Please contact Dana Bethea by phone or email to confirm your attendance.**

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

Sincerely,

(*Dana L. Bethea*)  
Contracting Officer

\*\*\* SEE ATTACHMENTS BELOW \*\*\*

Attachments:

- (1) SOW
- (2) Floor Plan R4
- (3) Floor Plan R1
- (4) Reflected Ceiling Plan R7
- (5) Reflected Ceiling Plan R2
- (6) Ceiling – ACT and Grid
- (7) Diffuser
- (8) Lights – Emergency
- (9) Lights – Standard
- (10) Lights – CoreLite
- (11) Lockset
- (12) Door Hinge
- (13) Wage Determination



**TENANT ALTERATION CONSTRUCTION CONTRACT  
TERMS AND CONDITIONS**

**1. Judiciary 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>

**2. The following judiciary clauses are incorporated into this contract by reference:**

Number	Title	Date
3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
6-25	Insurance – Liability to Third Persons	APR 2013
7-20	Security Requirements	APR 2013
7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013

**3. The following judiciary clause is included in this contract in full text:**

Clause 6-20, Insurance – Work On or Within a Judiciary Facility

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

**4. Federal Acquisition Regulation (FAR) Clause 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.go/far/index/html>

**5. The following FAR clauses are incorporated into this contract by reference:**

Number	Title	Date
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1986
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination – Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Dispute Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.228-14	Irrevocable Letter of Credit	MAY 2014
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
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

**6. The following FAR clause is included in this contract in full text:**

52.228-13 -- Alternative Payment Protections (July 2000)

(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.

**7. Incorporation of Department of Labor Davis Bacon Wage Rate Determination**

This Contract incorporates Department of Labor Davis Bacon Act Wage Determination DC140002, included in this document as Attachment 13.

**8. Judiciary Provision B-5, 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>.

**9. The following judiciary provision is incorporated into this solicitation by reference:**

Number	Title	Date
2-70	Site Visit	JAN 2003

**10. The following judiciary provision is included in this solicitation in full text:**

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

The judiciary plans to award a 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.

**11. The following judiciary provision is included in this solicitation in full text, and requires the vendor to provide information requested and return a copy of the completed provision as part of its quote:**

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.

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