

**Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

**RFQ Number: USDC21-0001**

This is a request for: **Replace Ceiling Light System – Chambers 2114”**  
**BRAND NAME OR EQUAL - WHERE A MANUFACTURER FOR PRODUCT IS SPECIFIED**

Provide quote to Dana L. Bethea, at [dana\\_bethea@cadc.uscourts.gov](mailto:dana_bethea@cadc.uscourts.gov) by **(Monday, September 27, 2021 -12:00 PM “NOON”)** local time.

**Using the quote sheet provided herein**, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary’s best interest and will not unduly delay the procurement.

The Court intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

Questions concerning this RFQ should be submitted by email to: [dana\\_bethea@cadc.uscourts.gov](mailto:dana_bethea@cadc.uscourts.gov) no later than 12:00 pm on Friday, September 24, 2021.

The period of performance will be [10/15/2021 – 12/01/21] or will begin approximately 15 days after receipt of award.

The place of performance will be:  
**E. Barrett Prettyman Courthouse**  
**333 Constitution Ave., NW**  
**2nd Floor**  
**Washington, DC 20001**

Sincerely,

Dana L. Bethea  
Contracting Officer

Attachments:  
**Appendix A – Lighting Fixtures 2114**  
**Appendix B – ME Drawings 2114**  
**Wage Determination**

**NOTE: The full project manual and contract drawings report will be made available upon request.**

## Quote Sheet for RFQ Number: USDC 21-0001

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 ceiling light system, removal of current lay in ceiling located in Chamber 2114, the chamber is located on the Prettyman side of the E. Barrett Prettyman Courthouse. This project will require lay-in acoustical ceiling tile, lighting, diffusers and a grid system be installed.

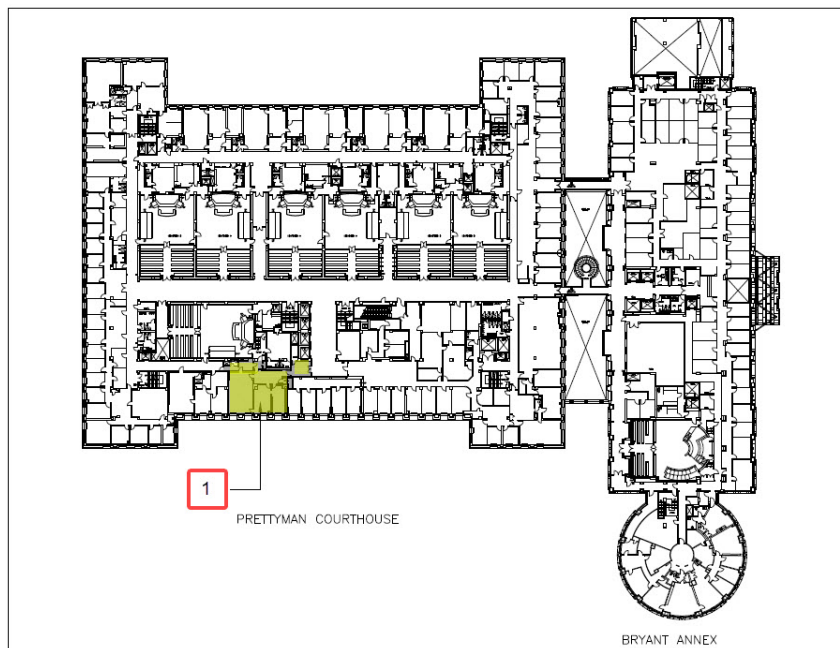
### 2.1 OBJECTIVES:

The Contractor is expected to get Chamber 2114 to a “ready state” in accord with drawing details and specifications called out in the statement of work.

### 3 SCOPE:

**3.1** – Contractor shall remove existing ceiling tiles and grid in the chambers.

**3.2** – Replace the existing ceiling light system for the U.S. District Court in Chambers 2114 with a new lighting system that includes LED 2'x2' and LED recessed down lights, code compliant wiring, light switches and dimmers, flex duct and diffusers, and acoustical ceiling tile grid system to the extent indicated on the attached drawings and specifications. Patch and paint ceilings with lighting work to match existing finish colors.



#### 4 SPECIAL REQUIREMENTS/INFORMATION

**4.1a** – A walk thru of the existing space 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** – A preproposal meeting which includes a review of the existing space will be held on September 23, 2021 at 9:30 a.m. Interested contractors should meet at the main elevator lobby of the Prettyman Courthouse near the green marble kiosk.

**4.2** – 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 in the reference attachments below, **(see page 10 below for full attachments)**

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 between the hours of 5:00 p.m. to 8:00 a.m. Monday through Friday and shall be coordinated with Contracting Officer’s Representatives.

**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. Contractors shall work in assigned space only. The waiting area in chambers 2114 may be used as a laydown area if appropriate protection is provided. Finishes in the space are new and any damage must be repaired.

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

## **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 shall be as stated above on introductory page of this request.

## **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).

## TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

## SOLICITATION PROVISIONS

### **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 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, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, 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)

**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)

The following provisions marked with an 'X' are incorporated by reference:

	2-15	Warranty Information (JAN 2003)
X	2-70	Site Visit (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
X	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

## CONTRACT CLAUSES

Applicable to both the solicitation and contract

### Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

**Name:**

**Address:**

**Telephone:**

**E-mail:**

**Fax:**

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

### Clause 2-20C, Warranty of Services

#### 1. Warranty of Services

2. (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.
3. (b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor *[contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; within 1000 hours of use by the judiciary;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]*. This notice will state either
  1. (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
  2. (2) that the judiciary does not require correction or re-performance.
4. (c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or



replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

5. (d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

(end)

**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)

The following clauses marked with an 'X' are incorporated by reference:

X	2-5B	Inspection of Services (APR 2013)
X	2-20A	Incorporation of Warranty (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
X	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
X	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)

	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)

## ATTACHMENTS

1. [Appendix A – Lighting Fixtures 2114](#)
2. [Appendix B – ME Drawings 2114](#)
3. [Wage Determination](#)